

Cost of Tender document:- Rs. 1000/-  
[total no. of Page 25, including this page]

**National Highways & Infrastructure Development Corporation Ltd.**  
**3<sup>rd</sup> Floor, PTI Building, New Delhi-110001**

**Request for Proposal [RFP]**

**Empanelment of Advertising Agencies  
for**

**National Highways & Infrastructure Development Corporation Ltd.**

**2016**

**SCHEDULE OF RFP**

|    |  |  |
|----|--|--|
| 1. | Name of Work                             | Request for Proposal [RFP] for Empanelment of Advertising Agencies for <b>National Highways &amp; Infrastructure Development Corporation Limited</b> |
| 2. | Cost of Tender Document                  | Rs. 1000/- in the form of Demand Draft (DD) from Scheduled / Nationalized Bank to be enclosed with Technical Bid                                     |
| 3. | Earnest Money                            | Rs. 50,000/- (Rs. Fifty thousand only) in the form of Demand Draft (DD) from Scheduled/Nationalized Bank to be enclosed with Technical Bid           |
| 4. | Period of contract                       | Two years from the date of issue of award letter. Extendable by another one year depending on the performance of the Advertising Agencies.           |
| 5. | Last date & time of submission of Bids   | 10 <sup>th</sup> November, 2016 upto 1500 hrs  |
| 6. | Date & time of opening of Technical bids | 10 <sup>th</sup> November, 2016 upto 1600 hrs  |
| 7. | Date & time of opening of Financial bids | Shall be notified separately   |

# **Tender Document**

**for**

## **Empanelment of Advertising Agencies**

**[No NHIDCL /HR(Advt. agency)/2016-17]**

Cost of the Tender Document : Rs. 1000/- in the form of a Demand Draft in favor of National Highways & Infrastructure Development Corporation Ltd. New Delhi.

Last date for submission of Bids : 10<sup>th</sup> November, 2016 upto 1500 hrs

Date & time of opening of Technical bids : 10<sup>th</sup> November, 2016 upto 1600 hrs

Earnest Money Deposit : **Rs.50,000/- (Rupees fifty thousand only)**

### **1. Introduction :**

National Highways & Infrastructure Development Corporation Limited, a Public Sector Undertaking fully owned by the Ministry of Road Transport and Highways, Government of India proposes to empanel the advertising agencies. National Highways & Infrastructure Development Corporation Ltd. is mandated to promote, survey, establish, design, build, operate, maintain and upgrade National Highways and Strategic Roads including interconnecting roads in parts of the country which share international boundaries with neighboring countries. Presently NHIDCL has Branch offices at Agartala, Itanagar, Dehradun, Jammu, Guwahati, Shillong, Aizwal, Dimapur, Gangtok, Manipur and Andman Nicobar islands. Further details about NHIDCL are available on NHIDCL website [www.nhidcl.com](http://www.nhidcl.com) the same may be referred.

### **2. Procedure for Empanelment**

- a) Agencies fulfilling the eligibility criteria at para 4 should collect the Tender document from the office of General Manager (HR), 3<sup>rd</sup> Floor, PTI Building, New Delhi-110001 New Delhi from **07 October to 28 October, 2016**, on working days, from 1000 hrs to 1600 hrs. The Tender document shall be issued by Manager (HR). The Tender document will be issued against a payment of Rs. 1000.00 in the form of a Demand Draft in favour of National Highways & Infrastructure Development Corporation Ltd. payable at New Delhi, however the applications shall be supported with refundable Earnest Money Deposit of Rs.50,000/- (Rupees fifty thousand only) in the form of a Demand Draft/Pay Order on a Nationalized Bank/Scheduled Indian Bank payable in favour of National Highways & Infrastructure Development Corporation Ltd. payable at New Delhi. The selected agencies shall furnish an security deposit of Rs. 2,00,000 (Rupees two Lakhs only).

- b) Tenders not in the prescribed format and not containing the desired information will be rejected without any notice.
- c) The sealed tender superscribed 'Empanelment of Advertising Agencies' should reach the Office of GM (HR) on or before **28 October, 2016** upto 1600 hrs. positively and the same shall be dropped in the Tender Box kept for this purpose in the office of GM (HR) (after which no proposal will be accepted).
- d) **The proposals submitted by the agencies will be opened be on 1<sup>st</sup> November, 2016 at 1100 hrs. in the 3<sup>rd</sup> floor Conference Hall of NHIDCL, HQ New Delhi by the approved committee. The Agencies who wish to attend may be present at the venue.**
- e) NHIDCL reserves the right to reject/cancel the tender at any time without assigning any reason. No correspondence in this regard shall be entertained.
- f) The draft agreement is only indicative and may undergo changes as per the absolute discretion of the NHIDCL. However no clarifications will be issued on the draft agreement.
- g) The offers will be evaluated thereafter based on the Evaluation Criteria at para 5 of this document. The entire submission of documents along with relevant support sheets of A4 Size should be properly spiral bound, each page duly serial numbered, and all the pages duly signed by the authorized signatory with company's seal. No loose / separate sheets will be accepted. Information flow should be strictly as per the Form-II/Data Sheet provided and no deviation shall be entertained. Deviation may attract rejection of the application without assigning any reason.

### **3.0 Duration of Empanelment**

The term of empanelment shall initially be for a period of Two years extendable by another one year depending on the performance of the Advertising Agencies. NHIDCL however, reserves the right to take a final decision on this.

### **4.0 Qualifying / Eligibility Criteria:**

- 4.1 An agency, not meeting any one of the following criteria shall be summarily rejected and shall not be considered for evaluation. Documentary evidence in this regard and a certificate duly signed by Chartered Accountant shall be given for correctness of the information. Canvassing in any form will attract disqualification.
  - i) Agency must be in business for the last 3 years, having total cumulative turnover not less than Rs.05 (Five) crores, during the financial year 2013-14, 2014-15 and 2015-16 (audited figures) duly signed by the Chartered Accountant.
  - ii) The Agency should be fully accredited with INS for the last 3 years. A certificate duly signed by Chartered Accountant shall be attached.
  - iii) The Company's Corporate Office shall be in HQ City of NHIDCL i.e. Delhi. A certificate

duly signed by Chartered Accountant shall be attached.

- iv) The agency shall be registered with the Competent Authority for VAT and Service Tax, etc. A certificate shall be attached.
- v) The agency shall have clients profile with Government organizations/PSUs with national presence. A list of clients duly attested by the Chartered Accountant shall be attached.

4.2 Availability of complete infrastructure for editing and graphical presentation (including art work and designing) of advertising material at short notice at the HQ of the Agency, details to be furnished as part of the Data Sheet for evaluation as given in the tender document.

4.3 Proven Experience in Advertising and other PR assignments i.e. release of NIT, Chairman Speech, Recruitment Ads, Press Releases, Classified Ads, corporate campaigns etc. proof to be attached as part of the Data Sheet for evaluation as given in the tender document.

**5.0 Evaluation criteria: The process of Empanelment shall be as follows:**

5.1 All the applications will be scrutinized to assess their eligibility based on the “Eligibility Criteria” as mentioned at para 4. The offers not meeting the said criteria shall be summarily rejected.

5.2 All the eligible applications will be evaluated based on the ‘Parameters’ as per the format given below:

A minimum score for Technical Bid (Tn) of 70 (out of 100) is required for qualifying in technical bid evaluation based on the following criteria:-

| SI. No. | Parameters   | Marks   |
|---------|--|---|
| 1.      | Length of experience of providing similar service  | maximum 20 marks as follows:<br>i. 3 – 4 years = 05 marks<br>ii. Above 4 – 5 years = 10 marks<br>iii. Above 5 – 6 years = 15 marks<br>iv. Above 6 years = 20 marks  |
| 2.      | Client profile — Number of Government organizations/PSUs presently serving (list of clients to be enclosed with the technical bid) | 5 marks for each client subject to maximum 20 marks   |
| 3.      | Client profile — Number of private organizations presently serving (list of clients to be enclosed with the technical bid)         | 2 marks for each client subject to maximum 10 marks   |
| 4.      | Available infrastructure for providing service   | 10 marks (that is 2.5 marks for each category)<br>i. Own Physical infrastructure<br>ii. Own Editing and graphical expertise<br>iii. Own Artwork and designing<br>iv. electronic mail and other modern communication systems |

|    |   |  |
|----|---|--|
| 5. | Level of client satisfaction (certificate from client organization to be attached)  | 5 marks for each client certificate with outstanding/excellent, 3 marks for very good and 2 marks for satisfactory service.<br>(4 best certificate will be taken into consideration subject to maximum 20 marks) |
| 6. | Sound financial standing of the tendering firm in terms of annual turnover, during the last three years i.e. 2013-14, 2014-15, 2015-16 (relevant certificate from CA must be appended). | Maximum 20 Marks<br>iv. 5 - 7 cr = 05 marks<br>v. Above 7 - 9 cr = 10 marks<br>vi. Above 9 - 11 cr = 15 marks<br>vii. Above 11 cr = 20 marks   |

- a. Financial bids of only the technically qualified and eligible bidders would be considered for financial evaluation. Financial Bid for Empanelment shall be based on the discount offered by the bidder in terms of percentage over and above the discount structure offered by the News Agencies.
- b. **Final selection shall be based on the Quality & Cost Based Selection (QCBS) and not on L-1 basis in Financial Bid. The 30% weightage shall be given to the Technical Bid and 70% weightage shall be given to the financial bid.**

**The combined and final evaluation:**

- c. 100 marks will be awarded to the Agency who has quoted Highest 'Discount in terms of %age' in their Financial Bid (D-1) and pro-rata marks will be awarded to the other agencies accordingly.

**Marks awarded to Financial Bid (Fn) = (Discount Quoted by the agency)/ D-1 X 100**

- d. Proposals will finally be ranked according to their combined scores of Technical (Tn) and Financial (Fn).

**Final Score of Technically qualified bidders (Hn) = (0.3 X Tn) + (0.7 X Fn)**

- e. The selected bidder(s) shall be awarded the work based upon highest score obtained by them as has been shown above (i.e. H-1, bidder who is having the highest combined score of Technical and Financial bids).
- f. **NHIDCL shall draw a panel of three agencies based on the highest combined scores obtained by them in Technical and Financial bids (viz. H1, H2, H3 in that order). The highest three scorer(s) will be shortlisted for award of work provided all shortlisted bidder(s) agree to match the discounts offered by the H1 bidder, in case the discount offered by them is less than H1 bidder. In case any agency out of H2 or H3 do not agree to match the discount of H1 (only in case where the discount offered by H1 is higher) then NHIDCL reserves the right to move to next highest scorers i.e. H4, H5 and so on.**

- g. The work shall be awarded to the entire three short listed agencies on rotation basis for which NHIDCL will main a roster/ register.**

**6.0 Scope Of Work :**

The scope of work for empanelment of agencies is defined at Annexure-I. Any other work related to corporate publicity, media campaign etc. will also form part of the scope of work which may be decided from time to time by NHIDCL.

**7.0 Submission of ‘Tender ’**

- 7.1 The agency shall submit following documents along with the ‘Tender’
- i) Proposal for empanelment – The Form I
  - ii) Particulars required for empanelment of Advertising Agencies – the Form II.
  - iii) Certificate duly signed by the Chartered Accountant & Authorized Signatory incorporating all the parameters mentioned in the tender document at various clauses. The enclosed Certificate (Form 1) is only a sample.
- 7.2 All the documents shall be completed in all respect, duly supported by the relevant attachments mentioned therein and shall be cross referenced for the relevant criteria in the tender document.

**8.0 Job Allocation/Mode of Release of Payment/Bills & Payments by NHIDCL and other terms and conditions are as follows:**

- 8.1 The empanelled agencies will be required to offer services for routine advertisement releases and other PR jobs both at NHIDCL, HQ New Delhi and its Branch Offices. In the event of specific launch of a media campaign or other such jobs NHIDCL may contact any or all empanelled agencies for creative options and distribute the creative so developed amongst one or more agencies for further release of the same in the Print/Electronic Media. The designs/creatives developed by the agencies shall be the property of NHIDCL and no separate payment in this regard will be made by NHIDCL.
- 8.2 Bills raised for advertisement releases should invariably be supported by the media bills, voucher copies and other relevant documents in duplicate. Payment in each case will be made after verifying these documents.
- 8.3 The Agency will not be paid for developing creative options, translation of material from English to Hindi or into any other Indian language. The creative developed for advertisement, brochures etc. will be the property of NHIDCL and Agency will provide soft copy in open format for any use by NHIDCL.

## **9.0 Other Terms and Conditions :**

- 9.1 The NHIDCL management reserves the right to select or reject any application without assigning any reason thereof.
- 9.2 NHIDCL reserves the right to terminate the services of the agency at any time without assigning any reason, whatsoever. Such decision shall be binding on empanelled agencies.
- 9.3 The agencies are required to submit an undertaking certifying that their agency has not ever been blacklisted by any of the organization including government/PSUs, etc. for any reason at any point of time.
- 9.4 Software and creative elements used by the Agency must be original and bills/licence can be checked by the NHIDCL at any point of time.
- 9.5 The list of professionals, on roll, at each office of the Agency should be submitted. This statement shall be attested by the Chartered Accountant & the authorized signatory and NHIDCL can get it checked for correctness at any point of time.

## **10 Mode of Release of Advertisement.**

- 10.1 Agency shall release the advertisement only to the publications as indicated in the Release Orders issued by Human Resource Department of NHIDCL.
- 10.2 Agency shall ensure that NHIDCL's advertisements appear in the specified newspapers on a prominent position in a conspicuous and impressive manner while occupying minimum space as approved by NHIDCL.
- 10.3 Agency shall undertake designing, typesetting, art work, preparation of block and matrix as well as art work with multiple options of media (at least three) estimates required for release of advertisement, free of cost, without any charges payable by NHIDCL, irrespective of size of advertisement, or number of newspapers to which display advertisement is to be released.
- 10.4 No incidental charges of any nature will be payable by NHIDCL to cover any such cost incurred by the Agency during the process of execution of release orders issued by the HR Department of NHIDCL.
- 10.5 Agency shall also ensure that advertisements are published in time, as stipulated. It will be the discretion of the GM (HR) to impose a penalty of Rs. 2000/- for each lapse and / or disallow partial / total payment.
- 10.6 The agency will ensure timely delivery of advertisement material and release order to the newspapers.
- 10.7 In case there is an error in publication of the advertisements as compared to advertisements text material provided by NHIDCL, agency shall arrange to publish the corrigendum immediately, under advice to this office, at its own cost. No bills shall be raised to NHIDCL and NHIDCL will not pay any charges for publication of the published corrigendum, whatsoever. If considered necessary, GM (HR) may ask the Agency to publish correct advertisement again for which no payment shall be made by the NHIDCL.

If the agency fails to release and publish the advertisement within the specified time limit as stipulated by NHIDCL or the advertisement in question is published on a later date; in such cases, a penalty of Rs. 2000/- for each lapse amount may also be imposed by Director (A&F)/GM (HR), in addition to adverse entry/entries in the performance record of the Agency.

- 10.8 The Agency will ensure that the language of advertisements published in the newspapers of other languages should be same as the language of the newspapers in English until and unless specially instructed by HR Department on the Release Order.
- 10.9 Translation of material for various newspapers and in various languages and proof reading will be the responsibility of the Agency.
- 10.10 All the display advertisements, layouts and classified advertisements as designed by the Advertising Agency will be subject to approval by NHIDCL, prior to release to the newspaper. Size of advertisements should be got approved from Director (A&F)/GM (HR) or his representative and bills should be claimed strictly in accordance.
- 10.11 Agency shall charge the current approved rates until and unless it is specially/ otherwise stated by this office in the Release Order. In case any newspaper mentioned in the Release Orders does not accept the approved rates and charge commercial rate or the newspaper does not have rate contract approved by the DAVP, the agency will obtain approval from HR Department in advance, prior to publication of advertisement,
- 10.12 Agency shall render free service to NHIDCL's HR Department in regard to collection of advertisement materials from GM (HR) office, dispatch of designs and layouts to newspapers, copy of published advertisements in newspapers etc., deputing its staff as frequently as required.
- 10.13 NHIDCL also reserves the right to design as well as release any advertisement, directly to the newspapers or through any other media or agency.
- 10.14 NHIDCL also reserves the right for release of any advertisement from any agency on the panel. He may also draw a plan deciding the turn of agencies for convenience of day to day working; however it would not be binding upon him to give all advertisement according to plan drawn.
- 10.15 Whenever required, the Advertising Agency shall have to accept and get advertisement published at a very short margin of time in specified newspapers on a specified date as indicated by the office of GM (HR), NHIDCL.
- 10.16 Advertisement material taken, after typesetting / designing should be submitted in duplicate on the same day for approval of NHIDCL.
- 10.17 Release Order will ordinarily be issued after approval of the typeset matter.
- 10.18 NHIDCL reserves the right to use the logo, design, layout creative etc. prepared by the Advertising Agency, for releasing advertisements directly by NHIDCL or through any other Advertising Agency or any other sources as deemed fit by NHIDCL without agency's consent, who designed the advertisement.



## **11 Bills and Payment by NHIDCL.**

- 11.1 Within 30 days of the release order, the agency will present computerized bills along with two tear Sheets of newspapers containing published advertisements; estimate approved by NHIDCL, two copies of Release Order issued by this Office, text material provided by this office and copies of DAVP Rates/Rate Cards as applicable. The Bank A/C No., name of Bank with complete address, IFSC code of the bank through which payment of bills will be arranged, should be indicated on each bill. All bills shall be submitted in triplicate, duly marked as original, duplicate and extra copy.

Bills in all respect and a certificate to the effect as mentioned below will have to be endorsed on all the bills; further the agency shall ensure that:-

- i) All the bills received from the newspapers have thoroughly been checked and found correct in all respect.
  - ii) The amount charged by the newspapers has been checked in respect of rates approved by the DAVP in vogue/Approved Rate/Card Rate and found correct and also in accordance with the estimate approved by NHIDCL .
  - iii) The advertisement published by the newspapers has been checked and found correct.
  - iv) The advertisement against respective Release Order has been published in that very insertion / edition of the newspapers as specified in the Release Order and media plan issued by GM (HR)'s office.
  - v) Once the Advertising Agency's bill in question has thoroughly been checked and found correct in all respect, even if, later any discrepancy is detected the agency will undertake corrective measures, including reimbursement of excess charges to NHIDCL immediately. Agency will also certify that these charges have not been claimed earlier and will not be claimed in future also.
- 11.2 The bill must be raised for the complete release order. Bills not accompanied with tear sheets of the newspapers containing published advertisements will not be considered.
- 11.3 The NHIDCL reserves right to disallow a part or full payment against any bill, if any of the general or special condition, is violated.
- 11.4 In case of exception/unavoidable circumstances, if GM (HR) is satisfied, he may allow the Advertising Agency to submit supplementary bill in respect of advertisement charges against one particular release order.
- 11.5 If the rates are enhanced by DAVP after payment of original bills, no supplementary bill will be accepted, and the Agency will have to clarify this to the publication on their own, and no liability will be accepted on this account by NHIDCL.
- 11.6 The advertising agency will have to submit final advertisement bill, positively within 30 days from the date of publication of the advertisement. NHIDCL will make payment as per bill after due checks. The Advertising Agencies in all matters will deal with the newspapers at their level including payments and NHIDCL will have no liability and / or responsibility in this regard.

- 11.7 NHIDCL reserve the right to deduct taxes / surcharges imposed by Govt./State Govt./Municipal Govt. and penalties imposed by NHIDCL , etc. which becomes due, directly from the bills submitted by the agency.

**12 Earnest Money Deposit:**

The Tender Application shall be supported with a refundable Earnest Money Deposit of Rs.50,000/- (Rupees fifty thousand only) in the form of a Demand Draft/Pay Order on a Nationalized Bank/Scheduled Indian Bank (as RBI scheduled) but not Cooperative/Gramin Bank, payable in favor of National Highways & Infrastructure Development Corporation Ltd. payable at New Delhi. EMD of the unsuccessful applicants shall be released after the process of empanelment is finalized.

**13 Security Deposit:**

Before start of work, the empanelled agencies shall deposit a security deposit of Rs.2.0 lakhs (Rupees two lakhs only), in the form of a Demand Draft/Pay Order on a Nationalized Bank/Scheduled Indian Bank payable in favor of National Highways & Infrastructure Development Corporation Ltd. payable at New Delhi. If the agency fails to deposit such security deposit within the stipulated period of time, his empanelment shall be treated as cancelled. The EMD of the empanelled agency will be adjusted against Security Deposit.

**14 Performance of the Agency:**

- 14.1 The NHIDCL and the agencies shall have the right to terminate the contract with a written notice of 30(thirty) days. Such notices shall be served by the registered post or by hand at the respective address.
- 14.2 In case it is observed by NHIDCL that the work performed by the agency is not as per the required standard or specified quality the agency will be served with the written notice to that effect calling upon to improve his performance within stipulated time, not beyond 90 days from the date of written notice is sent. If the agency's performance still not satisfactory, a penalty for the first default @ 5% of the bill amount, and for the second default @ 10% of the bill amount and lastly for third default for the 15% of the bill amount may be leviable and may be recovered from the security deposit. After the third default, if the agency commits further default, there shall be no excuse and pardon and NHIDCL will have the right to terminate the award of contract/de-panel.

- 15 Arbitration:** except where otherwise provided for in the contract all questions and disputes, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract thereof shall be referred to the 'Dispute Resolution Committee' to be appointed by the Director (A&F), NHIDCL before taking recourse for resolution of dispute through Arbitration.

In case dispute persists, the same shall be referred to an Arbitrator to be appointed by Director (A&F), NHIDCL. There will be no objection if the arbitrator so appointed is an employee of NHIDCL. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the appointing authority for arbitrator, as foresaid at the time of such transfer, vacation of office or

inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

Provision of the Arbitration and Conciliation Act, 1996, as amended or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

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## **Agreement**

This Agreement No. ----- made on this ----- between the --  
----- (hereinafter called the NHIDCL  
which expression shall, unless the context does not so admit to include his successor and  
assignees in office) of the one part and M/s -----  
-----

----- Address -----  
(hereinafter called the Advertising Agency which expression shall unless excluded by the  
context includes his/her heirs, executors, administrators, successors and assigners) of the  
other part.

Whereas the Advertising Agency has agreed with the National Highways & Infrastructure  
Development for the release of advertisement for publication in newspapers on behalf of  
National Highways & Infrastructure Development Corporation Ltd. as per the terms and  
conditions of tender document including conditions mentioned as under:

1. Now, this indenture witness that the Advertising Agency will duly perform the said works  
as per terms and conditions set forth and shall execute the same with utmost promptness,  
care and accuracy in a workman like manner to the satisfaction of the NHIDCL for the  
period of empanelment from the date mentioned above and will fulfil and keep all the  
conditions mentioned in the application read along with this agreement except when the  
contract is terminated earlier by the terms of this agreement.
2. The Advertising Agency has submitted Rs. ----- vide -----towards security  
deposit.
3. The duration of the empanelment will be for a period of Two years from the date of issue  
of letter of empanelment to be issued after signing the agreement, extendable by one more  
year (total three years only) subject to satisfactory performance.
4. National Highways & Infrastructure Development Corporation Ltd. reserves right to  
terminate the panel/empanelment of any of the empanelled Advertising Agency/all the  
Advertising Agencies empanelled at any time before expiry of the empanelment period  
without assigning any reason by giving one month's notice.
5. National Highways & Infrastructure Development Corporation Ltd. can also terminate the  
empanelment of any Advertising Agency at any time for not fulfilling any of the terms  
and conditions including special conditions. The Advertising Agency shall not be entitled  
for any damage or compensation by reason of such termination. In such cases where  
penalty, as decided by the NHIDCL, is levied, this penalty will be deducted from the  
security deposited in case of non-payment.
6. All disputes related to empanelment or operations of the panel are subject to the  
Jurisdiction of courts at Delhi only.

7. In the event of any, dispute or difference arising under these conditions or any special condition of contract/agreement or in connection with this contract the same shall be referred to arbitrator appointed by the Director (A&F), National Highways & Infrastructure Development Corporation Limited, 3rd floor PTI Building, 4 Parliament Street New Delhi-110001. The Officer appointed as arbitrator, however, shall not be one of those who had an opportunity to deal with the matter to which the contract relates or who in course of their duties as NHIDCL's employee have expressed their views on all or any of the aspects of the matter under dispute or difference. The award of the arbitrator shall be final and binding on the parties to the contract/agreement subject to the "Arbitration and Conciliation Act 1996" and the Rules there under and any statutory modifications thereof shall apply to the Arbitration proceedings under this clause.
8. The Advertising Agency shall release the advertisement only to the publications indicated in the Release Orders issued by the NHIDCL.
9. The Advertising Agency shall ensure that the NHIDCL's advertisements appear in the specified newspapers in a conspicuous and impressive manner while occupying minimum space.
10. The Advertising Agency shall undertake designing, typesetting, art work with multiple options of media (at least three) estimates, preparation of block and matrix as well as art pulls required for release of advertisement, translation, free of cost/without any charges payable by NHIDCL, irrespective of size of advertisement, or number of newspapers to which advertisement is to be released.
11. No incidental charges of any nature will be payable by NHIDCL to cover any such cost incurred by the Advertising Agency during the process of receipt/execution of release orders issued by NHIDCL.
12. The Advertising Agency shall also ensure that advertisements are published in time, as stipulated in NHIDCL's Release Orders and if not stipulated, it should be published in the newspapers immediately without loss of time at any stage. It should be properly positioned and correctly reproduced as per NHIDCL's Release order copy. In case of late publication of the advertisements after stipulated period/date, it will be the discretion of NHIDCL to impose penalty and/or disallow partial/total payment.
13. The Advertising Agency will be bound to obtain acknowledgement from the Newspapers of the timely delivery of advertisement material and Release order. Photocopy of the acknowledgements should be kept in record as proof so that it could be ascertained that the agency has efficiently arranged to deliver the advertisement material/Release Order to all the newspapers in time. Any laxity in regard to non-deliverance or late delivery of Ad material or Release Order will be viewed very seriously. In case, it is observed that Advertising Agency has failed to deliver Ad material and respective release orders in time or it is not arranging timely payment to the newspaper against publication of Advt., NHIDCL may stop utilization of the Advertising Agency temporarily or permanently. Business/allotment of work will depend on efficient working of the Advertising Agency.

14. In case, any portion of the advertisement matter as contained in this office's release is not clearly understood, the Advertising Agency shall immediately obtain a clarification from NHIDCL of ensure that there is no mistake and this process should not delay the publication of the advertisement.
15. In case there is an error in publication of the advertisements as compared to advertisement's text approved by NHIDCL, the Advertising Agency shall arrange to publish the corrigendum immediately, under advice to NHIDCL, at its own cost. No bills should be raised to NHIDCL and NHIDCL will not pay any charges, what-so- ever, for publication of the corrigendum. An amount as the full value of the published advertisement may be imposed as penalty by NHIDCL, in case the corrigendum is not published in the same media list in addition to other penalty charges.
16. The Advertising Agency will ensure that the language of Advertisements published in the newspapers should be the same as the language of the newspapers until & unless specially instructed by the NHIDCL in the Release Order.
17. All the display advertisement's layouts and classified advertisements as designed by the Advertising Agency will be subject to approval by NHIDCL, prior to release to the newspapers. Size of Advertisements should be got approved by NHIDCL prior to release to the newspaper and Advertising Bills should be claimed strictly in accordance with the size/specifications/design approved.
18. Advertising Agency will ensure to supply to NHIDCL, the copies of the newspapers in which the respective advertisement has been published positively within a period of 3 days. Any failure in this respect will be viewed very seriously by the NHIDCL and action may be initiated against the Advertising Agency.
19. All the layouts including design and artwork of the display advertisements will be strictly subject to approval by NHIDCL prior to release for publication in the Daily Newspapers & periodicals. Translation in newspaper's language and proof reading will be the total responsibility of Advertising Agency. Any complaint received in this respect will be viewed seriously and action may be initiated against Advertising Agency.
20. The Advertising Agency shall charge current DAVP approved rates until & unless it is specially/otherwise stated by NHIDCL in the Release Order. The Advertising Agency will obtain written approval from NHIDCL in advance, prior to publication of advertisement, in case any newspaper mentioned in the Release Order does not accept DAVP rates and charges commercial rate or the newspaper does not have the contract approved by the DAVP. Advertising rates as existing on the day of release of Advt./Release Order will be applicable and payment will be made accordingly.
21. Within 30 days of the release order, the Advertising Agency will prefer computerized bills along with tear sheets of newspapers containing published advertisements and will be solely responsible for raising correct Advertising Bills in all respects. A certificate to the effect as mentioned below will have to be endorsed on all the bills.
  - i. All the bills received from the newspapers have been thoroughly checked and found correct in all respects.
  - ii. The amount charges by the newspapers have been checked in respect of rates approved by

- the DAVP on the day of release of Advt. and found correct.
- iii. The advertisement published by the newspapers has been checked and found published as totally correct as per release order.
  - iv. The advertisement against respective Release Order has been published in that very insertion/edition of the newspapers as specified in the Release Order and media plan issued by NHIDCL
  - v. Our Advertising Bills/(Advertising Agency's bill) in question has thoroughly been checked and is preferred as correct in all respects. In case any discrepancy is detected at a later date the agency will undertake corrective measures, including reimbursement of excess charges immediately to NHIDCL. The bill must be raised for the complete release orders. Bills not accompanied with tear sheets of the newspapers containing published advertisement, will not be entertained.

- 22. The NHIDCL, reserves the right to disallow a part or full payment against any bill, if any of the general or special conditions, are violated.
- 23. Only in case of unavoidable circumstances, the Advertising Agency may submit supplementary bills in respect of advertisement charges against one release order.
- 24. If the Newspaper's advertising rates are enhanced by DAVP after Payment of original bills, no supplementary bill will be accepted and the Advertising Agency will have to clarify this to the publication on their own and no liability will be accepted on this account by NHIDCL. If DAVP reduces/lowers advertising rates of a publication and the Advertising Agency comes to know about lowered rates later on, after claiming the original bill which the Advertising Agency has happened to claim at higher rates, it will be the sole responsibility of the Advertising agency to refund the excess paid money by NHIDCL to NHIDCL.
- 25. The Advertising Agency will also ensure to maintain all the records of timely/delayed receipt of the advertisement bills from the newspapers and payments received from NHIDCL, so that in case of any complaint received from newspapers, it may be examined thoroughly by NHIDCL.
- 26. The Advertising Agency will have to submit full & final Advertising bills, positively within 30 days from the date of publication of the advertisement. NHIDCL will make payment after due check of the bills, submitted along with proof of published advertisement. The Advertising Agency will deal in all matters with the newspapers at their level in respect of payments and NHIDCL will have no liability and/or responsibility in this regard.
- 27. After publication of the advertisement, the Advertising Agency will have to arrange the payment of adv bills of the newspapers pertaining to publication NHIDCL's advertisement regularly as per INS rules, failing which empanelment of Advertising Agency may be cancelled as per INS rules and deposit will also be forfeited.
- 28. The payment against Advertising bills of newspapers is required to be made by the Advertising Agency through Bank Draft only, especially to the newspapers which are not INS members. Bank draft in favour of Newspaper should be issued through the Banks located at the Headquarters or as specially desired by the newspapers in writing. All the

payments being released to respective newspapers must be sent positively within 15 days of payment received from NHIDCL.

29. The Advertising Agency shall render service free of cost to NHIDCL, in regard to collection of advertisement materials from NHIDCL, dispatch of designs and layouts to newspapers, copy of published advertisements in newspapers etc. deputing its executives/staff whenever as required.
30. NHIDCL reserves the right to get Advt. designed and release any advertisement directly to the newspaper or through any Advertising Agency not borne on the panel, at any time.
31. NHIDCL also reserves the rights to release any advertisement through any of the Advertising Agency on the panel.
32. NHIDCL also reserves the right to use the logo, design, layout etc. prepared by any Advertising Agency for releasing advertisements directly or through any other Advertising Agency or any other source as deemed fit without the Advertising Agency's consent which designed the advertisement.
33. The Advertising Agency will have to ensure compliance with copyright, patents and other intellectual property laws, in all materials, including art work/design, supplied by them. The Advertising Agency will be completely liable in all such cases, and no liability shall lie with NHIDCL.
34. The Advertising Agency shall have to accept and get advertisement published at a very short notice in the specified newspapers on the specified date as indicated by the NHIDCL whenever required.
35. NHIDCL or its representatives have all rights to inspect Advertising Agency's premises including offices at Regions during office hours on any working day and check/inspect any record of the Advertising Agency connected with the working related to NHIDCL.
36. Advertisement material taken, after typesetting/designing must be submitted on the same day for approval of NHIDCL.
37. Release Orders will be issued after approval of the type set material/design.
38. It is the responsibility of the Advertising Agency to ensure that correct and readable advertisement is published. In case of incorrect and illegible Ads published by the newspaper, the Advertising Agency must not accept the newspaper's Advertising Bill and should send it back to the newspaper explaining the reasons in writing for not accepting the bill. Copy of such letters should be sent to NHIDCL for information.
39. The weekly statement (language-wise) of advertisements of NHIDCL released to various newspapers should be submitted every Monday.
40. Any alteration, change, modification, deletion or omission in these conditions may be done by the mutual consent of the both the parties.



41. All disputes are subject to the jurisdiction of the High Court of Delhi and/or its subordinate courts at Delhi only.
42. NHIDCL reserves the right for deduction of the NHIDCL's dues from empanelled Advertising Agency's security deposit on the following grounds:
- i. Any amount imposed as penalty/fine in default of any work, which will not exceed the cost of work. The penalty amount will be in addition to the amount withheld in bill related with work.
  - ii. Any amount which NHIDCL becomes liable to pay the Govt./third party on behalf of any default of the empanelled agencies or any servant/agent.
  - iii. Any payment/fine made under the order/judgment of any court consumer forum of Law enforcing agency or any person working on behalf of the same.
43. The empanelled Advertising Agencies shall reimburse the security deposit to the extent the said amount is deducted as fine within 15 days period failing which it will be considered and treated as breach of the agreement.
44. If Advertising Agency fails to release and publish the advertisement within the specified time limit as stipulated by the NHIDCL or the advertisement in questing is published at a later date, the NHIDCL will have every right to impose a penalty on the Advertising Agency and the amount as decided will be deducted from the bills of the Advertising Agency/security deposit.
45. The Advertising Agency shall keep NHIDCL indemnified for loss and damages arising out of the non-fulfillment of this agreement by the Advertising Agency.
46. Propriety of the designs developed for NHIDCL by the agencies shall always remain with NHIDCL and at no stage the design prepared for NHIDCL should be shared with outside agency. For this single violation at any stage, 10% of the security deposit will be deducted by NHIDCL without any intimation.

In witness whereof, the parties herein have put their hands and signatures on the day and year first above written.

Signature of the authorized signatory of  
Advertising Agency

For and on behalf of the \_\_\_\_\_

Witness to the Signatures & Address

1.

2.

ACCEPTANCE LETTER (to be put in the cover)

The General Manager (HR),  
NHIDCL,  
3rd floor, PTI Building.  
4-Parliament street  
New Delhi – 110 001

ACCEPTANCE OF NHIDCL 'S TENDER DOCUMENTS – Empanelment of Advertising Agency

Sir,

1. The tender documents for the work for **Empanelment of Advertising Agency** for National Highways & Infrastructure Development have been sold to me/us by NHIDCL and I/We hereby certify that I/We have understood and clarified the entire terms and conditions of the tender documents and I/We shall abide by the conditions/clauses contained therein.
2. **I/We hereby unconditionally accept the tender conditions of NHIDCL 's tender documents in its entirety for the above work.**
3. The contents of clauses of the tender documents have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remarks/conditions (except unconditional rebate on quoted rates, if any) in the tender and the same has been followed in the present case. In case, this provisions of the tender is found violated after opening the cover. I /We agree that the tender shall be rejected and NHIDCL shall without prejudice to nay other right or remedy be at liberty to forfeit the said earnest money absolutely,
4. 'That, I/We declare that I/We have not paid and will not pay any bribe to any officer of NHIDCL for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of NHIDCL asks for bribe/gratification, I/We will immediately report it to the Appropriate Authority in NHIDCL '.
5. The required earnest money amounting to Rs..... by way of Demand draft No.....Drawn on .....payable at .....is enclosed here with.

Yours faithfully,

(Signature of Tenderer with Date:  
Seal/rubber stamp)

**SCOPE OF WORK FOR EMPANELLED AGENCIES**

1. Design & release of advertisements in Newspapers etc. for various publicity requirement of National Highways & Infrastructure Development Corporation Limited including, but not limited to, the following items:
  - NITs
  - Chairman's Speech
  - Recruitment / Auction notices etc.
  - Classified Ads, Tenders etc.
  - To provide inputs such as circulation figures, cost etc. for various newspapers to plan and decide media plan.
  - To liaise with the newspapers and arrange for release of advertisement and Press Release of NHIDCL at a short notice on desired dates by deputing a dedicated person.
2. To assist in developing and strengthening coordination of NHIDCL with Print media for better and regular publicity.
3. Arranging publication of articles in leading news dailies / magazines
4. Any other work related to publicity and corporate communication of NHIDCL.

**PROPOSAL FOR EMPANELMENT**

FROM:

TO:

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Sir,

SUB : Empanelment of Advertising Agencies for NHIDCL .

I/We.....agency herewith enclose our proposal for selection of my /our firm for empanelment. We request NHIDCL to accept information mentioned herein, as attachment to this letter, on certification basis duly signed by the Chartered Accountant. NHIDCL may, however, verify the facts given by us, with any authority, if required. If it is found at any point of time that the information furnished by us is inaccurate, NHIDCL may initiate any action as it deems fit.

Yours faithfully,

Signature.....

Full Name.....

Designation.....

Address.....

(Authorised Representative)

Company Seal

**Attachment to Form – I**

**Sample of the Certificate to be signed by the Chartered Accountant**

This is to certify that our Agency is in business for the last 3 years, as on January, 2016 and cumulative turnover for the financial years 2013-14, 2014-15 and 2015-16 is not less than Rs.05 (Five) crore. The Agency is fully accredited in INS for the last 3 years.

The Agency has its corporate office at New Delhi. The list of Officers at various offices, financial details and INS Registration Number are enclosed.

This is to certify that we meet all the terms and conditions mentioned in the tender document and in case any deficiency is noticed at a later date, my application can be summarily rejected without any further consideration in this regard.

Ours is not a Franchise Company.

Signature.....

Full Name.....

Designation.....

Address.....

(Authorized Representative)

Company Seal

NOTE : This is only an indicative sample of the certificate. Agency shall include all the items as mentioned in the Tender Document, including the above mentioned items.

**FORM-II****National Highways & Infrastructure Development Corporation Ltd.  
3<sup>rd</sup> Floor, PTI Building, New Delhi-110001****Technical Bid for Empanelment of Advertising Agency**

| SI. No | Particulars   | Details to be filled by the Agency |
|--------|---|------------------------------------|
| 1.     | Name of the Firm/ Agency  |                                    |
| 2.     | Registered office/business address of the Agency  |                                    |
| 3.     | Name of Contact Person  |                                    |
| 4.     | Address with telephone, Fax numbers, Email and name(s)  |                                    |
| 5.     | Year of Incorporation/Constitution of the Firm/Agency   |                                    |
| 6.     | Income Tax - PAN No. (Attach copy of PAN)   |                                    |
| 7.     | Service Tax/ VAT No. (Attach copy of Service tax registration No./VAT No.)  |                                    |
| 8.     | Whether registered with Registrar of Companies. Date of Registration (Attach copy of Registration Certificate)  |                                    |
| 9.     | Length of Experience of providing similar services. (Attach copy of orders/any other documentary proof)   |                                    |
| 10.    | Whether the agency is providing services to reputed institutional customers like Central Government/State Government/ any PSU & Reputed Private Organizations etc. Give names of institutions \agencies empanelled/providing such services. (Attach copy of Orders / proof) |                                    |

|     |  |   |
|-----|--|---|
| 11. | Names, address & telephone numbers of minimum four big corporate clients may be provided for obtaining necessary confirmation Regarding the standard of service and other relevant detail and copies certificates regarding client satisfaction.   |   |
| 12. | Whether registered with INS?<br>Date of Registration (Attach copy of Registration Certificate)   |   |
| 13. | Whether the agency has achieved an average annual sales turnover of Rs. 05 (Five) crore during the last three financial years i.e. FY 2013-14/ 2014-15/2015-16 (Attach copy of P&L A/c of relevant year)   | YES/NO<br>Turnover for :-<br>FY 2013-14 Rs .....Cr<br>FY 2014-15 Rs ..... Cr<br>FY 2015-16 Rs ..... Cr  |
| 14  | Whether the agency is equipped with the requisite infrastructure for editing and graphical presentation (including artwork and designing) of advertising material at short notices through electronic mail and other modern communication systems. | YES/NO<br>1. Own Physical infrastructure<br>2. Own Editing and graphical expertise<br>3. Own Artwork and designing<br>4. Own electronic mail and other modern communication systems<br>(attach documentary proof) |
| 15  | Whether the agency is prepared to provide the services on Sundays/Holidays besides normal working days.  | YES/NO  |
| 16  | Please indicate whether the agency is prepared to offer six weeks credit.  | Yes/No  |
| 17  | Level of client satisfaction (certificate from client organization to be attached)   |   |

17. Format for giving details of key personnel of the agency

| Sl.No. | Name of personnel | Designation | Years with Agency | Contact number | Any information |
|--------|-------------------|-------------|-------------------|----------------|-----------------|
|        |                   |             |                   |                |                 |
|        |                   |             |                   |                |                 |
|        |                   |             |                   |                |                 |

18. Details of EMD

Demand Draft No.....Date of issue.....Name of issuing  
bank.....

19. Verification — The application for empanelment should be signed by the authorized signatory verifying that all the details furnished in the application are true and correct to the best of his/her knowledge and that in case of furnishing any false information or suppression of any material information, the application shall be liable for rejection besides initiation of penal proceedings by NHIDCL if it deems fit.

Date:

Place:

Signature of authorized signatory (with Full Name and  
Seal)



**Financial Bid for Empanelment of AD Agency**

**Name and address of tendering Service Provider Company / Firm / Agency**

| <b>Sl.No.</b> | <b>Particulars</b>  | <b>Details to be filled by the Agency</b>                |
|---------------|---|--|
| <b>1.</b>     | <b>Please indicate the discount offered in terms of percentage over &amp; above the discount structure offered by the Newspaper Agencies.</b> | <b>Offer in percentage. _____ % (in words<br/>_____)</b> |

Date:

Place:

Signature of Authorized Signatory

Full Name

Seal