

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

शाखा कार्यालय : म.न. 81/73, बलबीर रोड, देहरादून, उत्तराखण्ड - 248001

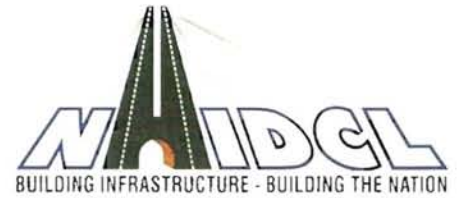
National Highways & Infrastructure Development Corporation Ltd.

(Ministry of Road, Transport & Highways, Government of India)

Branch Office - H. No. 81/73, Balbeer Road, Dehradun - 248001

दूरभाष/Phone : 0135-2669709, ई-मेल /e-mail : nhidclddn@gmail.com

वेबसाइट/Website : www.nhidcl.com



CIN U4500D12014GOI269062

सार्वजनिक क्षेत्र का उपक्रम

A PUBLIC SECTOR UNDERTAKING

NHIDCL/DDN/Estb./2018-19/D-1218

Date: 20.08.2018

To,

General Manager (HR),
NHIDCL H.Q.,
3rd Floor, PTI Building,
4 Parliament Street,
New Delhi

Sub:- Uploading of Performa for Request for Proposal [RFP] and NIT for
Empanelment of Advertising Agencies on NHIDCL Web Portal- reg.

Sir,

Please refer the subject cited above. It is submitted that B.O. Dehradun has invited the bids for empanelment of Advertising of Agencies. In this regard, it is requested to upload the performa of Request for proposal [RFP] and NIT on the NHIDCL Web portal for the agencies to take part in bidding process.

(Satish Kaul)

General Manager (P)

Encl: Performa of RFP and NIT .

Copy to:-

1. Sh. Kunal Khullar, Manager (IT), with the intent to upload the RFP performa on NHIDCL Web Portal.
2. Office copy

National Highways & Infrastructure Development Corporation Ltd.
81/73, Balbeer Road, Dehradun-248001

NOTICE INVITING BID

Request for Proposal [RFP] for Empanelment of Advertising Agencies

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.

NHIDCL invites bids from eligible agencies for the following item:

1.	Name of Work	Request for Proposal [RFP] for Empanelment of Advertising Agencies for NHIDCL,Dehradun
2.	Cost of Tender Document	Rs. 500/- in the form of Demand Draft (DD) from Scheduled / Nationalized Bank to be enclosed with Technical Bid
3.	Earnest Money	Rs. 30,000/- (Rs. Thirty 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	27 th August,2018 upto 1500 hrs
6.	Date & time of opening of Technical bids	28 th August,2018 upto 1600 hrs
7.	Date & time of opening of Financial bids	Shall be notified separately

Important: Above particulars may change due to administrative or any other reason and shall be available in CPPP website <https://eprocure.gov.in> and NHIDCL website www.nhidcl.com. Therefore, bidders are requested to visit CPPP website <https://eprocure.gov.in> and NHIDCL website www.nhidcl.com frequently and at least once again 03 days prior to bid submission date as per critical date sheet, for any changes in above particulars

Cost of Tender document:- Rs. 500/-
[total no. of Page 25, including this page]

National Highways & Infrastructure Development Corporation Ltd.
3rd Floor, PTI Building, New Delhi-110001

Request for Proposal [RFP]

Empanelment of Advertising Agencies for

National Highways & Infrastructure Development Corporation Ltd.

2018

SCHEDULE OF RFP

1.	Name of Work	Request for Proposal [RFP] for Empanelment of Advertising Agencies for National Highways & Infrastructure Development Corporation Limited
2.	Cost of Tender Document	Rs. 500/- in the form of Demand Draft (DD) from Scheduled / Nationalized Bank to be enclosed with Technical Bid
3.	Earnest Money	Rs. 30,000/- (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	27 th August, 2018 upto 1500 hrs
6.	Date & time of opening of Technical bids	28 th August, 2018 upto 1600 hrs
7.	Date & time of opening of Financial bids	28 th August, 2018 upto 1600 hrs

- 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 (P) on or before **27 August, 2018** upto 1500 hrs. positively and the same shall be dropped in the Tender Box kept for this purpose in the office of GM (P) (after which no proposal will be accepted).
- d) **The proposals submitted by the agencies will be opened be on 28th August,2018 at 1100 hrs. in the office of NHIDCL, Dehradun 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.03 (Three) crores, during the financial year 2015-16, 2016-17 and 2017-18 (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 agency shall be registered with the Competent Authority for VAT and GST, etc. A certificate shall be attached.
 - iv) 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.

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. (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. 2015-16, 2016-17, 2017-18 (relevant certificate from CA must be appended.	Maximum 20 Marks iv. 5 - 7 cr = 05 marks v. Above 7 - 9 cr = 10 marks vi. Above 9 - 11 cr = 15 marks 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.

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 NHIDCL, Dehradun.
- 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 (P) 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 (P) may ask the Agency to publish correct advertisement again for which no payment shall be made by the NHIDCL.

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 (P)'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 (P) 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.

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.

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.

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

40. All disputes are subject to the jurisdiction of the High Court of Delhi and/or its subordinate courts at Delhi only.
41. 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.
42. 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.
43. 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.
44. The Advertising Agency shall keep NHIDCL indemnified for loss and damages arising out of the non-fulfillment of this agreement by the Advertising Agency.
45. 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.

ANNEXURE –I

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.

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 2015-16, 2016-17 and 2017-18 is not less than Rs.03 (Three) crores. The Agency is fully accredited in INS for the last 3 years.

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.

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? 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 2015-16/ 2016-17/2017-18 (Attach copy of P&L A/c of relevant year)	YES/NO Turnover for :- FY 2015-16 RsCr FY 2016-17 Rs Cr FY 2017-18 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 1. Own Physical infrastructure 2. Own Editing and graphical expertise 3. Own Artwork and designing 4. Own electronic mail and other modern communication systems (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

Financial Bid for Empanelment of AD Agency

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

Sl.No.	Particulars	Details to be filled by the Agency
1.	Please indicate the discount offered in terms of percentage over & above the discount structure offered by the Newspaper Agencies.	Offer in percentage. _____% (in words _____)

Date:

Place:

Signature of Authorized Signatory

Full Name

Seal