

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

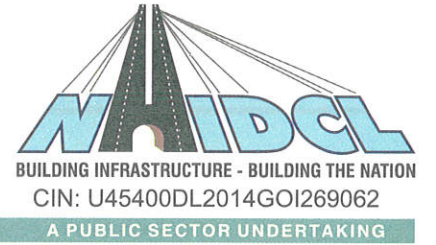
सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार

तीसरी मंजिल, पीटीआई बिल्डिंग, 4-संसद मार्ग, नई दिल्ली-110 001

National Highways & Infrastructure Development Corporation Limited

Ministry of Road Transport & Highways, Govt. of India

3rd Floor, PTI Building, 4-Parliament Street, New Delhi-110001, +91 11 2335 1282, www.nhidcl.com



सार्वजनिक क्षेत्र का उपक्रम

A PUBLIC SECTOR UNDERTAKING

### CORRIGENDUM III

NHIDCL/HQ/Creative Agency/2016-17

May 03, 2016

To,

All prospective Bidders,

**Sub:** Appointment of Creative Agency

**Ref:** RFP No. NHIDCL/HQ/Creative agency/2016-17 dated 23-04-2016

Sir/Madam,

Please find enclosed herewith the Minutes of the Pre-Bid Meeting and revised clause Nos. 1.6.2 and 1.6.3 along with formats for submitting EMD and Performance Security.

The Last date for submitting of bids now stands extended upto

**Tuesday 10.05.2016, 15:00 hrs.**

  
(R. S. Ganguly)

General Manager (Finance)

## MINUTES OF THE PRE – BID MEETING

For

Appointment of Creative Agency in NHIDCL

The following issues were raised by the prospective bidders through E-mail upto 17:00 hrs of 29.04.2016 for clarification and consideration of the Competent Authority. The point wise clarification is as below:-

| S. No. | RFP Clause No. | Page no. | Current requirement   | Clarifications requested   | Further Clarification by NHIDCL   |
|--------|----------------|----------|---|--|---|
| 1.     | 1.2.2          | 3        | The bidding agency must be in possession of a valid VAT/ Sales tax certificate.   | VAT/ Sales tax certificate might not be applicable to each of the prospective creative agencies.   | The provision may be read as: -<br>“The bidding agency must be in possession of a valid VAT/ Sales tax certificate, <u>if applicable</u> ”.   |
| 2.     | 1.2.6          | 3        | The bidding agency must have a cumulative revenue from creative work equivalent to Rs.30.00 Crore or above in the last three financial years (2012-13, 2013-14 & 2014-15). In addition, the creative agency should have handled at least one creative account in any field, with revenue of over Rs.2 Crore, in any one of the last three years (i.e. during 2012-13, 2013-14 & 2014-15). | <p>Are we allowing a consortium of agencies for the bid?</p> <p>As per the trade practice in advertising, agencies gets only one fee i.e. 15% agency commission on the media release from the media or for creative work fee from the client.</p> <p>Agencies who get 15% commission on the media release from the media do not charge for creative fees from the client.</p> <p>That means creative work fee is equivalent to 15% agency commission.</p> <p>To achieve Rs.30 crores turnover from creative work (which is also equivalent to 15% agency commission), the annual turnover of the advertising agency should be Rs.200</p> | A consortium or JV with Lead+1 partner as the bidding agency has been allowed. The Lead partner should have minimum 60% of the qualifying criterion & the other partner should have minimum 30% qualifying criterion. The qualifying criterion however remains unchanged. |

|    |              |   |   |  |  |
|----|--------------|---|---|--|--|
|    |              |   |   | <p>crores, which is available with very few agencies in India and mostly are MNC's.</p> <p>This turnover criteria is restrictive, discourage fair competition and favour only very few agencies or MNC's.</p> <p>As per the EMD of Rs.10 lakhs as asked in the RFP, which is 2% of value of the work, it is clear that the amount of work will be Rs.5 crores. So, why department wants big agencies/MNC's having turnover of Rs.200 crores to execute this small amount of work.</p> <p>This turnover criteria is against the vision of Hon'ble Prime Minister of India, who wants to support and encourage small/medium enterprise through 'Make in India' and 'Startup India' programmes.</p> |  |
| 3. | 1.3.3<br>(a) | 4 | (a) Designing of 15 posters on identified themes. | Size of the poster.  | <p>May be read as :-<br/> Designing of 15 posters/ outdoor hoardings on identified themes.<br/> Accordingly, para 8 of the BoQ document (Annexure FQ2) also to be read as "Designing of posters and outdoor hoardings"</p> |
| 4. | 1.3.4        | 5 | Cost of photo shoot                               | What are the areas/places that require photoshoot. As cost of shoot will vary according to the places of travel  | Average costing may be used for bidding, as the places/ projects cannot be identified / pre-decided at this stage & would be located anywhere within India.  |
| 5. | 1.3.5        | 5 | Adaptation, Replication &                         | Separate column should be mentioned instead of   | No change  |

|       |   |       | translation cost  | Lump sum cost   |   |       |           |       |   |   |    |   |  |   |   |   |   |  |   |   |   |   |   |   |    |
|-------|---|-------|---|---|---|-------|-----------|-------|---|---|----|---|--|---|---|---|---|--|---|---|---|---|---|---|----|
| 6.    | 1.5.6   | 7     | EMD/BG  | Format of BG would be required.<br><br>Are the agencies having MSME certification, exempted from submitting of EMD.     | A sample format is enclosed in respect of EMD/ BG.<br><br>Yes, as per order issued by MSME vide S.O. 581(E) dated 23 March 2012 only EMD is exempt.   |       |           |       |   |   |    |   |  |   |   |   |   |  |   |   |   |   |   |   |    |
| 7.    | 1.6.2) f.   | 8     | (f) A brief on communication strategy for the international and domestic campaigns.   | What are the areas/places/countries we want to target in International & domestic campaigns<br><br>Topic needs clarity. | The agency would only be developing creatives, and media plan. Releasing such creatives in various medias would be done directly by NHIDCL/ MoRTH.<br><br>The clause may be read as “ <b>A brief on communication strategy</b> for the domestic and international campaigns for showcasing the achievements in Road, Transport, Highways (through Bridge and tunnels) and repositioning it to become more citizen centric and attracting investments in these sectors through print, electronic, and online media.”   |       |           |       |   |   |    |   |  |   |   |   |   |  |   |   |   |   |   |   |    |
| 8.    | 1.6.2) g.   | 8     | (g) Sample creative material, as detailed below, to promote India as “A Destination for 365 days” in the international markets. | Need more explanation on the theme to be promoted. If we could get a clear understanding of the brief.                  | The Sample creative material sought under the RFP may be designed on the revised topic mentioned aforesaid para 1.6.2) f  |       |           |       |   |   |    |   |  |   |   |   |   |  |   |   |   |   |   |   |    |
| 9.    | 1.6.3   | 8     | Assessment of Technical Bids  | Needs revisit   | The table may be read as follows:-<br><table border="1"> <thead> <tr> <th>S.No.</th> <th>Component</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Profile and Track Record of the Agency<br/>(as per clause 1.6.2 b)</td> <td>10</td> </tr> <tr> <td>2</td> <td>Case Studies of large brands handled (as per clause 1.6.2 c)</td> <td>5</td> </tr> <tr> <td rowspan="2">3</td> <td>Award winning domestic campaigns handled<br/>(as per clause 1.6.2 d)</td> <td>5</td> </tr> <tr> <td>Award winning international campaigns handled<br/>(as per clause 1.6.2 d)</td> <td>5</td> </tr> <tr> <td>4</td> <td>Vision for taking forward the communication needs of the client (as per clause 1.6.2 e)</td> <td>5</td> </tr> <tr> <td>5</td> <td>Communication Strategy for international and domestic campaigns (as per clause 1.6.2 f)</td> <td>10</td> </tr> </tbody> </table> | S.No. | Component | Marks | 1 | Profile and Track Record of the Agency<br>(as per clause 1.6.2 b) | 10 | 2 | Case Studies of large brands handled (as per clause 1.6.2 c) | 5 | 3 | Award winning domestic campaigns handled<br>(as per clause 1.6.2 d) | 5 | Award winning international campaigns handled<br>(as per clause 1.6.2 d) | 5 | 4 | Vision for taking forward the communication needs of the client (as per clause 1.6.2 e) | 5 | 5 | Communication Strategy for international and domestic campaigns (as per clause 1.6.2 f) | 10 |
| S.No. | Component   | Marks |   |   |   |       |           |       |   |   |    |   |  |   |   |   |   |  |   |   |   |   |   |   |    |
| 1     | Profile and Track Record of the Agency<br>(as per clause 1.6.2 b)                       | 10    |   |   |   |       |           |       |   |   |    |   |  |   |   |   |   |  |   |   |   |   |   |   |    |
| 2     | Case Studies of large brands handled (as per clause 1.6.2 c)                            | 5     |   |   |   |       |           |       |   |   |    |   |  |   |   |   |   |  |   |   |   |   |   |   |    |
| 3     | Award winning domestic campaigns handled<br>(as per clause 1.6.2 d)                     | 5     |   |   |   |       |           |       |   |   |    |   |  |   |   |   |   |  |   |   |   |   |   |   |    |
|       | Award winning international campaigns handled<br>(as per clause 1.6.2 d)                | 5     |   |   |   |       |           |       |   |   |    |   |  |   |   |   |   |  |   |   |   |   |   |   |    |
| 4     | Vision for taking forward the communication needs of the client (as per clause 1.6.2 e) | 5     |   |   |   |       |           |       |   |   |    |   |  |   |   |   |   |  |   |   |   |   |   |   |    |
| 5     | Communication Strategy for international and domestic campaigns (as per clause 1.6.2 f) | 10    |   |   |   |       |           |       |   |   |    |   |  |   |   |   |   |  |   |   |   |   |   |   |    |

|  |  |  |  |  |       |   |  |          |
|--|--|--|--|--|-------|---|--|----------|
|  |  |  |  |  | 6     | Sample Creative Material<br><br>(as per clause 1.6.2 g) | A set of four print creatives (1 for international markets and 3 for domestic market) with copy writing and catchy punch-lines | 5        |
|  |  |  |  |  |       |   | Concept and story board for a TV commercial of 30 seconds  | 5        |
|  |  |  |  |  |       |   | Design for brochure of 8 pages   | 5        |
|  |  |  |  |  |       |   | 1 Poster Design  | 5        |
|  |  |  |  |  |       |   | Concept and Script for 1 radio spot of 60 sec  | 5        |
|  |  |  |  |  |       |   | Concept of a Cofee Table Book  | 5        |
|  |  |  |  |  | Total |   |  | 70 marks |

The present document shall form part of the original RFP, superseding the provisions contained in column 3 with that contained in column 5.

The last date for submitting of Bids to NHIDCL has been extended upto 15:00 hrs of 10.05.2016.

All the other terms and conditions of the RFP notice shall remain unchanged.

The above clarification is being issued for the information of all concerned.

**Finance Division  
NHIDCL**

Encl: (1) Revised clauses No. 1.6.2 and 1.6.3  
(2) Format for EMD.  
(3) Format for Performance Security.

The provisions/ clauses mentioned in para 1.6.2 and para 1.6.3 of the RFP, after clarifications vide minutes of the pre-bid meeting, may be read as follows:-

**1.6.2** The Technical Proposal shall contain the following documents:-

- (a) **Covering letter of Technical bid** on the agency letter head signed by authorized signatory (as per the format at Annexure TB 1)
- (b) A **Brief on the Profile and Track Record** of the Agency- This may include strength and credentials of the agency, network details , number of employees, details of the specialist partners/affiliates/associates, in-house facilities etc.
- (c) A **brief on large Domestic and International brands** handled by the agency with focus on integration and delivery of above and below the line activities.
- (d) **Details of award winning domestic and international campaigns** handled by the agency if any.
- (e) **A brief on the vision** for taking forward the communication needs of the client.
- (f) **A brief on communication strategy** for the domestic and international campaigns for showcasing the achievements in Road, Transport, Highways (through Bridge and tunnels) and repositioning it to become more citizen centric and attracting investments in these sectors through print, electronic, and online media.
- (g) **Sample creative material**, for (f) above.
  - (i) A set of **four print creatives** (1 for international markets and 3 for domestic market) with copy writing and catchy punch-lines.
  - (ii) Concept and story board for a **TV commercial** of 30 seconds.
  - (ii) **Design for brochure** of 8 pages.
  - (iv) **1 poster Design to showcase the efforts of MoRTH.**
  - (v) Concept and script for **1 radio spot of 60 sec.**
  - (vi) Concept for a Coffee Table Book

### 1.6.3 Assessment of technical bids

The technical bids would be evaluated by a technical assessment committee on the following criteria

| S.No. | Component   |  | Marks    |
|-------|---|--|----------|
| 1     | Profile and Track Record of the Agency<br>(as per clause 1.6.2 b)                       |  | 10       |
| 2     | Case Studies of large brands handled (as per clause 1.6.2 c)                            |  | 5        |
| 3     | Award winning domestic campaigns handled<br>(as per clause 1.6.2 d)                     |  | 5        |
|       | Award winning international campaigns handled<br>(as per clause 1.6.2 d)                |  | 5        |
| 4     | Vision for taking forward the communication needs of the client (as per clause 1.6.2 e) |  | 5        |
| 5     | Communication Strategy for international and domestic campaigns (as per clause 1.6.2 f) |  | 10       |
| 6     | Sample Creative Material<br>(as per clause 1.6.2 g)                                     | A set of four print creatives (1 for international markets and 3 for domestic market) with copy writing and catchy punch-lines | 5        |
|       |   | Concept and story board for a TV commercial of 30 seconds  | 5        |
|       |   | Design for brochure of 8 pages   | 5        |
|       |   | 1 Poster Design  | 5        |
|       |   | Concept and Script for 1 radio spot of 60 sec  | 5        |
|       |   | Concept of a Cofee Table Book  | 5        |
| Total |   |  | 70 marks |

## FORM OF BANK GUARANTEE FOR BID SECURITY

WHEREAS \_\_\_\_\_ (Name of Tenderer) (hereinafter called the Tenderer) wishes to submit his tender for Appointment of Creative Agency in NHIDCL herein after called "the Tender" KNOW ALL MEN by these present that we \_\_\_\_\_ (Name of Bank) of \_\_\_\_\_ (Name of country) having our Registered office at ( \_\_\_\_\_ ) (hereinafter called the „Bank“) are bound unto the National Highways & Infrastructure Development Corporation Ltd. (hereinafter called "NHIDCL") in the sum of the Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) \*for which payment can truly be made to NHIDCL. The Bank bind themselves, their successors and assigns by these present with the common seal of the Bank this day \_\_\_\_\_ of \_\_\_\_\_ and undertake to pay the amount of \_\_\_\_\_ Rs. \_\_\_\_\_ to NHIDCL upon receipt of his first written demand without the employer having to substantiate his demand.

The conditions of this obligation are:

(i) If the Tenderer withdraws his tender during the period of Tender validity specified in the Form of Tender.

Or

(ii) If the Tenderer having been notified of the acceptance of his Tender by NHIDCL during the period of tender validity.

(a) fails or refuses to execute the Form of Agreement in accordance with the instructions to bidders, if required; or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

We undertake to pay to NHIDCL upto the above amount upon receipt of his first written demand, without NHIDCL having to substantiate his demand, provided that in his demand the NHIDCL will note that the amount claimed by him is due to him owing to the occurrence of any one of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including the date 90 days beyond the validity of the bid as stated in the Instructions to Bidders or as it may be extended by NHIDCL, at any time prior to the closing date for submission of the Tenders Notice of which extension to the Bank is hereby waived. Any demand in respect of this guarantee should be made on the Bank on or before the date of expiry of this guarantee.

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 there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs.

\_\_\_\_\_ (Rs. \_\_\_\_\_ in words) and the guarantee shall remain valid till  
\_\_\_\_\_. Unless a claim or a demand in writing is served upon us on or before  
\_\_\_\_\_ all our liability under this guarantee shall cease.

SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE BANK \_\_\_\_\_

NAME AND DESIGNATION \_\_\_\_\_ EMPLOYEE CODE NUMBER SEAL OF THE  
BANK \_\_\_\_\_

SIGNATURE OF THE WITNESS (IF THIS IS TO BE WITNESSED AS PER BANK'S POLICY)  
\_\_\_\_\_

NAME OF THE WITNESS \_\_\_\_\_

ADDRESS OF THE WITNESS \_\_\_\_\_

**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

To  
**Managing Director,**  
National Highway & Infrastructure Development Corporation Ltd.  
PTI Building, 3rd Floor,  
4, Parliament Street  
**New Delhi-110001**

WHEREAS.....(name and address of the Agency) hereinafter called “the Agency” has undertaken, in pursuance of LOA No. .... Dated ..... to execute..... (Appointment of Creative Agency in NHIDCL) (hereinafter called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the Agency shall furnish you with a Bank Guarantee by a Nationalized /Scheduled bank of India for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Agency such a Bank Guarantee:

NOW THEREOF we hereby affirm that we are the guarantor and responsible to you on behalf of the Agency, up to a total of Rs..... (amount of guarantee) (Rupees..... (in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ..... (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed there under or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Bank Guarantee, and we hereby waive notice of any such change, addition or modification.

This Bank Guarantee shall also be operable at our ....., New Delhi office, from whom, confirmation regarding the issue of this Bank Guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under 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 Bank Guarantee shall not be affected by any change in the constitution of the contractor or of the Bank.

This Bank Guarantee shall be valid for a period of 60 days beyond the completion of the period of contract.

Notwithstanding anything contained herein before, our liability under this Bank Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ in words) and the Bank Guarantee shall remain valid till

\_\_\_\_\_. Unless a claim or a demand in writing is served upon us on or before \_\_\_\_\_ \$ all our liability under this Bank Guarantee shall cease.

12. Bank Guarantee has been sent to Authority's Bank through SFMS gateway as per the details below:

| S. No | Particulars                  | Details   |
|-------|------------------------------|---|
| 1     | Name of Beneficiary          | National Highways & Infrastructure Development Corporation Limited              |
| 2     | Beneficiary Bank Account No. | 90621010002659  |
| 3     | Beneficiary Bank Branch      | IFSC SYNB0009062  |
| 4     | Beneficiary Bank Branch Name | Transport Bhawan, New Delhi   |
| 5     | Beneficiary Bank Address     | Syndicate Bank transport Bhawan<br>No.1, Parliament Street, New<br>Delhi-110001 |

Signed and sealed this ..... day of ....., 20..... at .....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

§ Insert date being 60 (Sixty days) beyond the completion of the Contract. (in accordance with Clause 1.11.8 of the RFP)

(Code Number)

(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number 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.
- (iii) The use of Structured Financial Messaging System (SFMS) has been made mandatory by I.B.A for Bank Guarantee transactions with immediate effect.

BANK GUARANTEES WILL BE CONTINUED TO BE ISSUED IN PAPER FORM AND DELIVERED TO THE BENEFICIARY/APPLICANT HOWEVER IN ADDITION TO THIS A SEPARATE ADVISE OF THE BG IS TO BE SENT BY ISSUING BANK TO ADVISING BANK THROUGH SFMS, ONLY AFTER WHICH PAPER BG WOULD BECOME OPERATIVE