

Appointment of Creative Agency

By The

**National Highway & Infrastructure Development Corporation Ltd.
(NHIDCL)**

Request for Proposal [RFP]

(File No. NHIDCL/HQ/Creative agency/2016-17 dated 23-04-2016)

Pre-bid Meeting: - 27.04.2016. 1100 Hrs.

Last date for submission: - 06.05.2016, 1500 hrs.

Administration & Finance Division, NHIDCL

**3rd floor, PTI Building,
4-Parliament Street
New Delhi – 110001.**

SECTION 1: INSTRUCTIONS TO CREATIVE AGENCIES

1.1 Introduction

1.1.1 National Highways and Infrastructure Development Corporation is a fully owned company of the Ministry of Road Transport & Highways (MoRTH), Government of India. The company promotes surveys, establishes, designs, builds, operates, maintains and upgrades National Highways and Strategic Roads including interconnecting roads in parts of the country which share international boundaries with neighboring countries. The regional connectivity so enhanced would promote cross border trade and commerce and help safeguard India's international borders. This would lead to the formation of a more integrated and economically consolidated South and South East Asia. In addition, there would be overall economic benefits for the local population and help integrate the peripheral areas with the mainstream in a more robust manner.

1.1.2. NHIDCL intends to appoint a reputed **Creative Agency** for providing a media strategy to the Ministry of Road Transport and Highways & its allied agencies and conceptualizing, preparing, multimedia publicity materials and collaterals.

1.1.3. The Creative Agency would be appointed for a period of **three years**, subject to a yearly review and with the provision that services of the agency may be dispensed with at any time, giving three month notice, in the event of non-performance, under-performance or any other reason which would be specified.

1.1.4 Interested Creative Agencies are invited to submit their proposals for the assignment, which must include the following, as detailed subsequently in this document:

- (i) Pre-qualification bid.
- (ii) Technical Proposal.
- (iii) Financial Proposal.

1.1.5 It may be noted that

- (i) The costs of preparing the proposal are not reimbursable and
- (ii) NHIDCL is not bound to accept any of the proposals submitted.

1.1.6 The Creative Agencies are required to provide professional, objective, and impartial service and at all times hold NHIDCL **interests paramount, without any consideration for future work** and strictly **avoid conflicts with other assignments or their own corporate interests**.

1.1.7. Agencies have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interests of NHIDCL, or that may be reasonably perceived as having this effect. Failure to disclose such situations by the Agency may lead to disqualification of the Agency or termination of the contract.

1.1.8. Agencies must observe the highest standards of ethics during the selection and execution of the contract. NHIDCL may reject a proposal at any stage, if it is found that the firm recommended for award has indulged in corrupt or fraudulent activities in competing for the contract in question, and may also declare a firm ineligible or blacklist the firm, either indefinitely or for a stated period of time, if at any time it is found that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

1.2 Minimum Eligibility Criteria

The agencies submitting the bids should fulfill, the below given Minimum **Eligibility Criteria** to qualify for making the technical presentation:-

- 1.2.1 The bidding agency should be a registered company.
- 1.2.2 The bidding agency must be in possession of a valid VAT / Sales Tax Certification.
- 1.2.3 The bidding agency must be in possession of a valid Service Tax Registration Certificate.
- 1.2.4 The bidding agency must have a valid PAN Number.
- 1.2.5 The bidding agency must have been in operation for a minimum of 3 years, as on 1st April, 2016, in designing / production of creatives / commercials for various media including print, TV, radio, online, outdoor etc. as well as publicity material including brochures, posters, maps, calendars etc.
- 1.2.6 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).
- 1.2.7 The bidding agency should be able to provide a qualified Servicing and Creative team, for undertaking the Creative work and campaigns of NHIDCL. The Creative Agency team would work closely with NHIDCL.
- 1.2.8 The Bidder should not be under a **Declaration of Ineligibility for corrupt or fraudulent practices** with any Government departments/ agencies/ Ministries or PSU's and should not be blacklisted by any Government departments/agency/ Ministries or PSUs.
- 1.2.9 The bidding agency should agree to undertake the assignment in accordance with the Scope of Work.
- 1.2.10 The bidding agency should submit Earnest Money Deposit as specified in this RFP document.

1.3 Scope of Work

1.3.1 The selected agency should be able to provide a media strategy to the MoRTH & its allied agencies including conceptualizing and preparing multimedia publicity materials and collaterals. The agency would also be responsible for taking over the content, inventory of films and other creatives from the creative agency which handled the account of MoRTH, NHIDCL and maintaining the same.

1.3.2. Designing and production of creatives for the print, television, radio, online, outdoor and other media **during the three year period**, i.e. 2016-17, 2017-18 and 2018-19 as detailed below, on themes / subjects to be decided in consultation with NHIDCL as indicated below :-

- (a) **18 print creatives** -including advertorials, for release in domestic newspapers (*1 advertisement of any size or 1 page advertorial of any size would be treated as one creative*)

Tentative production timeline

(6 print creatives during 2016-17, 6 print creatives during 2017-18 and 6 print creatives during 2018-19)

- (b) **6 creatives for international campaigns**, on themes that would be identified by the MoRTH (These creatives would be adaptable for use in the outdoor and online media. The creatives would be produced either with fresh shoot or through outright purchase of image. Thus the images used in the creative would become all time property of NHIDCL and the copyright of these images would rest with NHIDCL for all time).

Tentative production timeline

(2 creatives during 2016-17, 2 creatives during 2017-18 and 2 creatives during 2018-19)

- (c) **20 creatives for domestic campaigns**, on themes that would be identified by NHIDCL. (These creatives would be adaptable for use in the outdoor and online media. The creatives would be produced either with fresh shoot or through outright purchase of image. Thus the images used in the creative would become all time property of NHIDCL and the Copyright of these images would rest with NHIDCL for all time)

Tentative production timeline

(7 creatives during 2016-17, 7 creatives during 2017-18 and 6 creatives during 2018-19).

- (d) **6 radio spots of 60 sec. each** and with smaller edits, on themes that would be decided by NHIDCL as per the requirement.
- 6 radio spots of 30 sec. each** and with smaller edits for the domestic market, on themes that would be decided by NHIDCL.
- (e) **6 Television Commercials (TVC) of 30 second duration, 60 second and 30 minutes each**, The TVCs to be produced would be of international quality, comparable with the existing TVCs of the leading organizations. The contents of the TVCs would be entirely by fresh shoot. The TVCs would be produced on turnkey basis.
- (f) **6 creatives for the international online campaign and 18 creatives for the domestic online campaign** to be provided. These creatives would be culled out from the creatives finalized for the domestic and international campaigns listed at (b) & (c) above.

The creatives would, at times, be required to be provided at very short notice.

1.3.3. Designing of other publicity material and collaterals, including brochures, posters, calendar etc. during the three years period, i.e. **2016-17, 2017-18 & 2018-19** as detailed below, on themes / subjects to be decided in consultation with NHIDCL. This would entail supervision of printing of the publicity material by printing agency(ies) identified by NHIDCL, to ensure quality of production.

The break-up of the work to be undertaken during each of the three years, i.e. 2016-17, 2017-18 & 2018-19, is indicated against each item:-

- (a) **Designs for 15 posters on identified themes**, with high quality, printable images (includes procurement of images, content / copy writing, designing etc.). The images used in the posters would become all time property of NHIDCL and the copyright of these images would rest with NHIDCL .

Tentative timeline

5 posters in 2016-17, 5 posters in 2017-18, 5 posters in 2018-19

- (b) **Designing of 9 brochures** (comprising between 32-40 pages) on identified themes/subjects, in English and Hindi, with a high quality, printable images in each brochure. This includes creation of content, copy writing, photograph procurement and getting the content approved from experts. The agency should supply the content of the text along with open files and vignettes.

Tentative timeline

3 brochures in 2016-17, 3 brochures in 2017-18, 3 brochures in 2018-19.

- (c) **Designing of Promotional Wall & Desk Calendar** on identified theme each year. Designing of the Calendars for the years 2017, 2018 and 2019 (Total 3+3 =6) would include provision of suitable images. The images used in the calendar would become all time property of NHIDCL and the copyright of these images would rest with NHIDCL for all time

(d) Designing of 3 Coffee Table Books of 100 pages, 150 pages, and 200 pages.

NOTE: The tentative break-up of work to be undertaken during each year has been enumerated in paras 1.3.2. and 1.3.3. In some cases, it is possible that certain items of work may be carried forward to the next year or some items may be undertaken during the previous year as per the requirement.

1.3.4 Photo-shoot

The agency would be required to assign photo-shoots for the photo-bank of the MoRTH. The agency would be required to provide **50 high resolution photographs of acceptable quality**, to the MoRTH, by commissioning a photographer for fresh photo-shoot.

The photo-shoot should cover projects / products as per the brief given by NHIDCL. The photographs would be of a resolution of 600 DPI or more and should be expandable to a large bill-board size. The agency should submit a quote for undertaking the photo-shoot for 1 project in the financial bid for evaluation purpose. The same quote would be applicable for undertaking similar photo-shoots in other projects of which would be finalized by NHIDCL during the contract period. A composite quote for photo-shoot should be given which should include cost towards hiring of photographer, obtaining permits, travelling, lodging, boarding etc.. No additional expenditure on this account would be considered at a later stage.

1.3.5. Other related and miscellaneous work including

- (i) Adaptation & Replication of creatives produced for the print, television, outdoor, online, other media for use, as per the requirement of publications, channels, outdoor sites, websites & portals, etc. **The creative agency would also be required to carry out adaptation and replication of creatives as per the requirements of offices as well.**
- ii) Translation of the domestic print /outdoor creatives, the domestic radio spots into Indian languages.
- (iv) Providing strategic inputs for the creative campaigns of NHIDCL and MoRTH.
- (v) Preparing and maintaining an inventory of Television Commercials, Films, Images and creatives of NHIDCL/MoRTH.
- (vi) Any other minor creative work that may be assigned by the MoRTH from time to time, including designing of creative promotional material during Road Shows, Events, Seminars, Conferences, etc.; Development of Logos as may be required from time to time, etc.

1.3.6. For any additional creative work relating to production of creative material and designing of publicity material as enumerated in paras 1.3.2, 1.3.3, & 1.3.4 above, payment will be made on the basis of the item-wise costs submitted by the Agency in their Financial Proposal. For any other additional work, pertaining to items of work included in the Scope of Work, payment will be made on the basis of cost estimates to be submitted by the agency, with rate reasonability of the same to be decided by a Committee constituted for the purpose.

1.3.7 Important Information

- a. The full copyright of all creative and publicity material produced, would rest with NHIDCL for all time use. This would include full copyright of images used in the creative and publicity material.
- b. All creative and publicity material designed / produced will be of international quality, comparable with the existing creative and publicity material of NHIDCL.

c. The Agency will ensure submission of required creatives / publicity material and any other work undertaken within the time frame that would be conveyed by NHIDCL for each work assigned.

1.4 Pre Bid Meeting

1.4.1 A pre-bid meeting will be held for the interested bidders in the Conference Room, NHIDCL 3rd floor, PTI Building, 4- Parliament street New Delhi -110001 at **11.00 hrs. on 27.04.2016**, for clarifications required on any aspect pertaining to the RFP Document. Any change in the pre-bid meeting schedule will be notified on the NHIDCL website www.nhidcl.com. The pre-bid queries if any should be sent to NHIDCL prior to the meeting till **27.04.2016, 11.00 hrs.** as per the following format :-

S.no.	RFP No.	Clause	page no.	Current requirement	Clarifications requested

The queries shall be sent on or before due date to the following email address:-

nhidcl123@gmail.com

1.4.2 Based on discussions held during the pre-bid meeting, amendments / clarifications in the RFP Document will be hosted on the websites of NHIDCL (www.nhidcl.com) and on e-procure website of NHIDCL, (<https://eprocure.gov.in/cppp>) by **19.00 hrs. on 29.04.2016**.

1.5 Guidelines for Preparation of Proposals

1.5.1 Agencies are required to submit their bids in 2 sealed packets as per the details given below:-

(a) First envelope:- Pre-qualification bid (envelope should be super scribed as '**Pre-qualification bid for appointment of Creative Agency**')

(b) Second envelope:- Technical bid (This envelope should be super scribed as '**Technical packet for appointment of Creative Agency**')

(c) Financial bid to be uploaded on <https://eprocure.gov.in/cppp> .

The two sealed envelopes as mentioned above should be kept in a bigger envelope to be super scribed as **Pre-qualification, technical and financial Bid for appointment of creative agency** with due date of submission. The Bottom Left corner of the outer cover should carry the full name, address, telephone nos. e-mail ID etc. of the agency submitting the Proposal.

The outer sealed envelope containing the sealed Pre-Qualification, Technical and Financial bids should be addressed to:

Director (Administration & Finance),
National Highways & Infrastructure Development Corporation Ltd.
3rd floor PTI building
4, Parliament Street,
New Delhi – 110 001

1.5.2 **Pre Qualification Bid would** contain documents related to Minimum Eligibility Criteria of the agency bidding. The bidder must submit following valid documents:-

i. A letter of Pre-Qualification Bid: The covering letter should be submitted on letter head signed by authorized signatory as per *format at Annexure 1.*

- ii. A clear photocopy of the Company Registration (In case of change in name, the copy of the relevant document must be submitted).
- iii. Clear photocopy of VAT/ Sales Tax Registration Certificate
- iv. A clear photocopy of Service Tax Registration Certificate
- v. A clear photocopy of PAN Number
- vi. *Copies of the 3 work orders / contracts issued by different clients during the period April, 2012 to March, 2015 may be enclosed. In case of non-disclosure agreement of the agency with the clients, a CA certificate to this effect must be submitted.*
- vii. A certificate from Chartered Accountant only should be submitted certifying that the Creative agency has 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).
- viii CA should also certify that 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)). (Submission of copies of balance sheets, statements and other documents to be avoided by the bidders).
- viii. EMD for **Rs. 10.00 lakh** as mentioned in clause no. 1.5.6

1.5.3. The Creative Agency should be able to provide a qualified Servicing and Creative team, for undertaking the Creative work and campaigns of NHIDCL. The Creative Agency team would work closely with NHIDCL and MoRTH.

(A confirmation letter from the Creative Agency for being able to provide the qualified team should be attached, Confirmation letter may be submitted on the company letter head, duly signed by the authorized signatory as per format given in annexure 2).

1.5.4 The Bidder shall not have been declared **ineligible for corrupt or fraudulent practices** with any Government departments/ agencies/ ministries or PSU's and should not be blacklisted as on **07.05.2016** (a declaration by the authorized representative of the bidding agency to be submitted as **annexure 3**)

1.5.5 An undertaking on the letterhead of the Agency and signed by an authorized signatory, that the Agency will undertake the assignment, in accordance with the Scope of Work detailed in the RFP document and at the cost submitted by the Agency in the financial proposal (the cost is not to be indicated in the undertaking). The above undertaking submitted by the agencies would be binding on the Creative Agency (**annexure 4**).

1.5.6 Earnest Money Deposit (EMD)/ Bid Security for Rs. 10,00,000/- (Rupees Ten Lakh only) drawn in favour of NHIDCL to be submitted in an acceptable form such as Bank Guarantee or Demand Draft from a scheduled Bank. **If the Pre-Qualification Bid Packet is not accompanied by EMD/ Bid Security, the proposal of the bidding agency shall be rejected out rightly.** No interest shall be payable by NHIDCL on the sum deposited as EMD/ Bid Security. The EMD/ Bid Security of unsuccessful bidders would be returned back within one month of issue of the work order / contract to the successful bidder. EMD / Bid Security will be returned to the successful agency on issue of work order and receipt of performance guarantee. The EMD should be valid for 90 days.

1.5.7 Relevant Certificates / Documents in support of fulfillment of eligibility criteria must be submitted otherwise technical and Financial Bids will not be considered.

1.6. Technical Bid

1.6.1 The Technical packets of only pre-qualified agencies would be opened for technical assessment. The agencies selected for technical assessment would be called for

presentations to be made by them in respect of the details submitted by them as enumerated in clause no. 1.6.2 Below. Technical assessment would be undertaken by the technical assessment committee and would carry a weightage of 70 marks. The agencies scoring 70% i.e. 49 marks or above in technical assessment would be eligible for financial bid opening.

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 international and domestic campaigns.
- (g) **Sample creative material**, as detailed below, to promote India as "A Destination for 365 days" in the international markets:
 - (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.**

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 (as per clause 1.6.2 b)	10	
2	Case studies of large brands handled (as per clause 1.6.2 c)	10	
3	Award winning campaigns handled (as per clause 1.6.2 d)	10	
4	Communication Strategy for international and domestic campaigns (as per clause 1.6.2 f)	5	
5	Sample Creative Material (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	10
		Concept and story board for a TV commercial of 30 seconds	10
		Design for brochure of 8 pages	5
		1 poster Design	5
		Concept and script for 1 radio spot of 60 sec	5
Total		70 marks	

1.6.4 The Technical Proposal should not include any financial information.

1.7 Financial Proposal

1.7.1 In preparing the Financial Proposal, Agencies are expected to take into account the requirements and conditions outlined in the RFP document.

1.7.2 The Financial Proposal shall contain the following documents to be submitted in the standard formats as enumerated below:

(i) Letter of Financial Proposal Submission (as per the format at Annexure **FQ 1**)

(ii) Quote Details (as per the format at Annexure **FQ 2**)

(a) **Fixed Annual Fee**, to be quoted year-wise for three years, from the date of issue of work order, along with the total for three years, as given below:

1st year : Rs.....

2nd year : Rs.....

3rd year : Rs.....

Total for 3 years : Rs.....

For Financial Evaluation, the total fee for the three years will be considered.

The Fixed Annual Fee will cover costs / expenses of the Creative Agency related to staffing, travels, boarding and lodging of team members for shoot, retainership fee of the agency, providing creative strategy for campaigns, development of comprehensive vision and marketing approach, translation of creatives in Indian languages, inventory management, other minor creative works etc. as enumerated under scope of work

(b) **Break-up of costs for other items of work** listed in clause no. 1.3.2, 1.3.3, 1.3.4 & 1.3.5 of the Scope of Work are also to be submitted in the format at Annexure **FQ 2**.

1.7.3 Financial quote for all the items of works (a) + (b) as enumerated under clause 1.7.2 must be submitted as per Annexure form **FQ 2**. This would be construed as

Total Fee.

1.7.4 **Taxes** / VAT as applicable in India will be paid as per actual and the same are not required to be indicated in the financial bid.

1.7.5 **The** cost quoted will be firm and fixed for the duration of performance of the contract. At no point of time will any deviation from the quoted rate be entertained by NHIDCL.

1.7.6 The Financial Bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

1.8 Submission of Proposals

1.8.1 The original proposal (Pre-qualification Proposal, Technical Proposal) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be authenticated by the persons or person who sign(s) the proposals.

1.8.2 An authorized representative of the firm should authenticate all pages of the Technical Proposal.

1.8.3 The bid should be spiral bound. The index of the bids should clearly reflect the list of documents requested in the pre qualification bid and, technical bid. All pages in the bid should be numbered.

1.8.4 The Pre-Qualification bid and the Technical Proposal should be submitted in sealed envelopes as per the guidelines enumerated in clause no. 1.5.1 of this document.

1.8.5. The Proposal should be submitted **on or before 15.00 hrs. on 06.05.2016.**

1.8.6 No Proposal will be accepted after the deadline for submission and in the event of any proposal being received after the closing time for submission of proposals, the same shall be returned un-opened.

1.9 Opening of Proposals and Selection Process

1.9.1. Pre-Qualification Bids received will be opened in the presence of authorized representatives of the agencies who have submitted proposals before/on a date /time as specified by NHIDCL.

1.9.2. The Pre-Qualification Bid will, in the first instance, be examined in NHIDCL to ascertain fulfillment of eligibility criteria and submission of required documents. Agencies that fulfill the eligibility criteria and have submitted all required documents in their pre-qualification bid will be invited to make presentations on their Technical Proposal at a date/time to be specified and conveyed by NHIDCL. The presentation would be made by team members identified to work with NHIDCL.

1.9.3. The Technical Proposals, on which presentations will be made, will carry weightage of 70% and be evaluated by a Constituted Committee as enumerated in clause no. 1.6.3 of this document.

1.9.4. Agencies scoring 70% marks or more in the Technical Evaluation (i.e. 49 out of 70), will be shortlisted for opening of financial bids.

1.9.5. Financial Bids of the shortlisted agencies will be opened in the presence of authorized representatives of the agencies on a date /time to be specified by NHIDCL. Financial evaluation, based on the **Total Fee** quoted by the Agency as per the format given at **Annexure FQ 2**, will carry a weightage of 30%.

1.9.6. Selection of the agency will be based on the aggregate of the Technical and Financial Evaluation.

1.9.7. From the time the Technical Proposals are opened to the time the contract is awarded, if any Agency wishes to contact NHIDCL on any matter related to its proposal, it should do so only in writing. Any effort by the Agency to influence NHIDCL in the proposal evaluation or contract award decisions may result in rejection of the proposal of the Agency.

1.10 Terms of Payment to the Selected Agency

1.10.1 Advance payment will not be considered.

1.10.2. Payment will be made by electronic transfer of funds to the bank account of the concerned Agency in Indian Rupees. The Agency will submit pre-receipted invoices in triplicate, complete in all respects, on the last working day of every month, for necessary settlement. The invoices should be submitted along with complete details of the work undertaken during the month, supporting documents and bills as well as copies of the creative and publicity material designed / produced during the month, for which the bills are submitted. A reconciliation sheet pertaining to the bills will be submitted every month.

1.10.3. The payment shall be released only after completion of the required work and on submission of a statement of work having been executed as per the requirements detailed in the RFP Document, or communicated subsequently by NHIDCL. The bills in respect of **Fixed Annual Fee** for settlement and should accompany a brief of jobs undertaken during the period.

1.10.4. The Tax component shall be paid as applicable and as per actuals.

1.10.5. For facilitating Electronic Transfer of funds, the selected agency will be required to indicate the name of the Bank & Branch, account no. (i.e. bank name, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled, to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected agency.

1.10.6 In respect of additional items supplied by the agency, which are outside the scope of work, such as image requirement for additional creatives etc., payment would be considered only on the basis of the actual cost, supported by third party invoice etc. by the agency.

1.11 Other Important Information

1.11.1. The ownership of all print / outdoor / online creatives, TV commercials, radio jingles / spots and publicity material produced / designed through the Creative Agency will at all time rest with NHIDCL and the agency / copy writer / photographer / producer, etc. will have no proprietary or other rights in respect of the same. This would include full copyright for all time use of the images / photographs used in the creatives and publicity material.

1.11.2. The Creative Agency will provide the creatives and publicity & promotional material in standard international formats as would be required and conveyed by NHIDCL

1.11.3. Raw Stock / unmixed versions/ unused footage & photographs of the TV commercials and creatives will be the property of NHIDCL, and the same are required to be handed over to NHIDCL.

1.11.4. The Creative Agency will be responsible for copy right issues concerning usage of images, footage, text material, etc. obtained through various sources. NHIDCL will not be a party to any disputes arising out of copyright violation by the agency.

1.11.5. The Creative Agency will be responsible for obtaining any permission that may be required for undertaking work as detailed in this RFP Document. NHIDCL will assist the Agency in this regard, wherever possible.

1.11.6. The Creative Agency will at no time resort to plagiarism. NHIDCL will not be a party to any dispute arising on account of plagiarism resorted to by the agency.

1.11.7. Period of validity of the Tender is 90 days from the closing date of the proposals.

1.11.8. The successful agency will execute a **Performance Guarantee for 10% of the total value of the contract** in the form of Account Payee Demand Draft or a Bank Guarantee from a Commercial Bank in an acceptable form or in the form of a Fixed Deposit Receipt pledged to NHIDCL, The Performance Guarantee should remain valid for a period of **60 days** beyond the completion of the period of contract.

1.11.9. NHIDCL is however not bound to accept any tender or to assign any reason for non-acceptance. NHIDCL reserves its right to accept the tender either in full or in part. Conditional, erroneous and incomplete Bids will be rejected outright.

1.11.10 NHIDCL reserves its right to summarily reject offer received from any agency on national security considerations, without any intimation to the bidder.

1.11.11 NHIDCL reserves the right to place an order for the full or part quantities under any items of work under scope of work.

1.11.12 Agencies submitting proposals will not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.

1.11.13. NHIDCL reserves its right not to accept bids from agencies resorting to unethical practices or on whom investigation/enquiry proceedings has been initiated by Government Investigating Agencies / Vigilance Cell.

1.12. Penalty Clause

1.12.1 The agency would have to submit Performance Guarantee for amount equivalent to 10% of the value of the contract after the contract is awarded to it. The same shall be liable to be forfeited in full or part in case of underperformance by the agency, besides other action, including blacklisting of the agency as may be deemed fit by NHIDCL, Govt. of India as per details given below:

(a) In case it is noticed that agency has been unable to deliver any work enumerated in the work order **in part** as enumerated under each item of work, penalty @ 15% would be imposed equivalent to the cost of that unit of work.

(b) In case it is noticed that agency has been unable to deliver one or two items of work as a **whole**, penalty @ 10% would be imposed equivalent to the cost of those items of work. In case agency has been unable to deliver three or more items as a **whole**, as enumerated in the scope of work, the performance bank guarantee submitted by the agency shall be forfeited in full.

(c) If the delivery of any item(s) is delayed from the delivery schedule approved by NHIDCL, a penalty @ 1% of the total cost of that item, per week would be imposed.

(d) NHIDCL reserves the right to deduct the penalty either from Performance Bank Guarantee or from pending bills submitted for the work already performed by the agency.

(e) For the purpose of calculating penalty, it is mentioned that para 1.3.2 (titled – Designing and Production of Creatives) has 6 items of work elaborated at (a), (b), (c), (d), (e) & (f); para 1.3.3 (titled – Designing of other publicity material and collaterals) has 4 items of work elaborated at (a), (b), (c) & (d) and 1.3.4 (title – photo-shoot) has 1 item of work.

1.13. Termination

1.13.1 NHIDCL may terminate the Contract of the agency or may initiate penal proceedings as per law of India, in case of the occurrence of any of the events specified below:

- (i) If the Agency becomes insolvent or goes into compulsory liquidation.
- (ii) If the Agency, in the judgment of NHIDCL, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (iii) If the Agency submits to NHIDCL a false statement which has a material effect on the rights, obligations or interests of NHIDCL.
- (iv) If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to NHIDCL.
- (v) If the Agency fails to provide the quality services as envisaged under this Contract. Reasons for the same would be recorded in writing.

1.13.2 In such an occurrence NHIDCL shall give a written advance notice before initiating action.

1.14. Force Majeure

1.14.1 Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract.

1.14.2 A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

1.15. Arbitration: Venue of arbitration will be New Delhi and will be governed by provisions of the Indian Arbitration & Re -conciliation Act.

1.16. Jurisdiction: The contract shall be governed by laws of India and all Government rules on purchase matter issued from time to time and in force for the time being are applicable to this contract tender.

1.17. The interested agency(ies) may drop or send their bid by post/courier as per the guidelines stipulated in this RFP documents so as to reach NHIDCL before **06.05.2016, 15.00 Hrs.**

sd/

Director (A & F)

SECTION II

CHECKLIST FOR BID PREPARATION

PRE-QUALIFICATION BID (to determine Minimum Eligibility) :- To be kept in the First envelope super scribed as <u>Pre-Qualification Bid for Appointment of Creative Agency.</u>		
Requirements	RFP clause	Remarks
Letter of Pre-Qualification Bid submission on letter head signed by authorized signatory	1.5.2(i)	As per format at Annexure 1
Company Registration Certificate	1.5.2(ii)	
VAT / Sales Tax Registration Certificate	1.5.29(iii)	
Service Tax Registration Certificate	1.5.2.(iv)	
PAN no.	1.5.2(v)	
copies of 3 work orders / contracts issued by different clients during the period April, 2012 to March, 2014	1.5.2(vi)	
Cumulative revenue from creative work equivalent to Rs. 30.00 Cr. in last 3 financial years (2011-12, 2012-13 & 2013-14) and one account of over Rs. 2 Cr. (<u>CA's Certificate</u>)	1.5.2(vii)	
Confirmation letter regarding qualified team	1.5.3	As per format at Annexure 2
Letter regarding declaration of ineligibility for corrupt or fraudulent practices	1.5.4	As per format at Annexure 3
Undertaking	1.5.5	As per format at Annexure 4
EMD / Bid Security for Rs. 10,00,000/-	1.5.6	To be submitted with pre-qualification bid
TECHNICAL BID (To be kept in the Second envelope super scribed as <u>Technical Bid for Appointment of Creative Agency</u>)		
Letter of Technical Bid submission on letter head signed by authorized signatory	1.6.2(a)	As per format at Annexure TB 1
A brief on profile and track record	1.6.2(b)	
A brief on case studies of large brands handled	1.6.2(c)	
Details of award winning campaigns handled	1.6.2 (d)	
A brief on vision	1.6.2(e)	
A brief on communication strategy	1.6.2(f)	
Four print creative	1.6.2(g)(i)	
Concept & story board for TV commercial	1.6.2(g)(ii)	
Design of brochure 8 pages	1.6.2(g)(iii)	
1 poster design to showcase the efforts of MoRTH.	1.6.2(g)(iv)	
Concept & script for 1 radio spot of 60 sec.	1.6.2(g)(v)	

FINANCIAL BID (To be uploaded on https://eprocure.gov.in/cppp)		
Letter of Financial Proposal	1.7.2 (i)	As per format at Annexure FQ 1
Quote details (total fee)	1.7.2 (ii)	As per format at Annexure FQ 2
All the two envelopes i.e. first envelope containing documents pertaining to pre-qualification bid, Second envelope containing technical should be sealed in should be kept in a bigger envelope to be Super-scribed as ' Pre-qualification, and technical bid for appointment of Creative Agency '.		

Please note that

- **The bid should be spiral bound.**
- **The index of the bid should clearly reflect the list of documents requested in the pre qualification bid and, technical bid.**
- **All pages in the bid should be numbered and indexing should reflect relevant page numbers where the requested documents are placed.**

SECTION III

Format for Annexure 1

Letter of Pre-Qualification Bid Submission

To be provided on 'Company letter head'

Dated: _____

**The Director (A & F), NHIDCL,
3rd floor, PTI Building,
4-Parliament Street,
New Delhi-110001.**

Subject :- Letter of Pre-Qualification Bid Submission.

Madam / Sir,

This has reference to NHIDCL's RFP No. **NHIDCL/HQ/Creative agency/2016-17** dated 23.04.2016 for Appointment of Creative Agency.

In this context, please find enclosed documents as desired for pre-qualification bid in respect of RFP submitted above.

I/We as the authorized representative(s) of the agency hereby declare that all the information and statements made in this pre-qualification bid are true and accept that any misinterpretation contained in it may lead to our disqualification. We agree to abide by all the terms and conditions of the RFP document.

We understand that the NHIDCL is not bound to accept any Proposal received by it.

Thanking you,

Name of the Bidder:

Authorized Signatory:.....

Name:

Seal:

Date:

Place:

Certificate for Providing Qualified team

To be provided on 'Company letter head'

Dated: _____

**The Director (A & F), NHIDCL,
3rd floor, PTI Building,
4-Parliament Street,
New Delhi-110001.**

Subject :- Certificate for providing qualified team.

Madam / Sir,

This has reference to NHIDCL's RFP No. **NHIDCL/HQ/Creative agency/2016-17** dated 23.04.2016 for Appointment of Creative Agency.

In this context, I / We as an authorized representative(s) of company, certify that we shall be able to provide a qualified servicing and creative team for undertaking the creative work and campaigns of NHIDCL. The creative team would work closely with NHIDCL.

Thanking you,

Name of the Bidder:

Authorized Signatory:.....

Name:

Seal:

Date:

Place:

Declaration of ineligibility for corrupt or fraudulent practices

To be provided on 'Company letter head'

Dated: _____

**The Director (A & F), NHIDCL,
3rd floor, PTI Building,
4-Parliament Street,
New Delhi-110001.**

Subject :- Declaration of ineligibility for corrupt or fraudulent practices.

Madam / Sir,

This has reference to NHIDCL's RFP **NHIDCL/HQ/Creative agency/2016-17** dated 23.04.2016 for Appointment of Creative Agency.

In this context, I/We, as an authorized representative(s) of company, declare that presently our Company/ firm is having unblemished record and is not declared ineligible for corrupt & fraudulent practices, blacklisted either indefinitely or for a particular period of time, or had work withdrawn, by any State/ Central government/ PSU.

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

Thanking you,

Name of the Bidder:

Authorized Signatory:.....

Name:

Seal:

Date:

Place:

Pre-Qualification Bid - Undertaking

To be provided on 'Company letter head'

Dated: _____

**The Director (A & F), NHIDCL,
3rd floor, PTI Building,
4-Parliament Street,
New Delhi-110001.**

UNDERTAKING

Madam / Sir,

This has reference to NHIDCL's RFP No. **NHIDCL/HQ/Creative agency/2016-17** dated 23.04.2016 for Appointment of Creative Agency.

In this context, I/we, as an authorized representative(s) of company, certify that the agency will undertake the assignment, in accordance with the Scope of Work detailed in the RFP document and at the cost submitted by the agency in the financial proposal.

Thanking you,

Name of the Bidder:

Authorized Signatory:.....

Name:

Seal:

Date:

Place:

Letter of Technical Bid Submission

Dated: _____

To be provided on 'Company letter head'

**The Director (A & F), NHIDCL,
3rd floor, PTI Building,
4-Parliament Street,
New Delhi-110001.**

Subject :- Letter of Technical Bid Submission.

Madam / Sir,

This has reference to NHIDCL's RFP No. NHIDCL/HQ/Creative agency/2016-17 dated 23.04.2016 for Appointment of Creative Agency.

In this context, please find enclosed out technical bid in respect of RFP submitted above.

I/We as the authorized representative(s) of the agency hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification. We undertake, if our Proposal is accepted, to initiate the Implementation services immediately in consultation with NHIDCL and as per the provisions stipulated in the RFP document. We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 90 days as stipulated in the RFP document.

We understand that the NHIDCL is not bound to accept any Proposal received by it.

Thanking you,

Name of the Bidder:

Authorized Signatory:.....

Name:

Seal:

Date:

Place:

To be provided on 'Company letter head'

Dated: _____

**The Director (A & F), NHIDCL,
3rd floor, PTI Building,
4-Parliament Street,
New Delhi-110001.**

Subject :- Letter of Financial Bid Submission.

I/We as the authorized representative(s) of the agency hereby offer to undertake the assignment of Creative Agency for the NHIDCL, Govt. of India in accordance with your RFP document No. NHIDCL/HQ/Creative agency/2016-17 dated 23.04.2016 and out technical proposal. Our financial bid as per the requirements of RFP document is submitted through e procurement website. The financial proposal is exclusive of taxes, which will be claimed as applicable and as per actual.

Our financial bid shall be binding upon us, up to completion of the period of the contract as specified in the RFP document .

We understand that NHIDCL is not bound to accept any Proposal received by it.

Thanking you,

Name of the Bidder:

Authorized Signatory:.....

Name:

Seal:

Date:

Place:

As per separate MS-Excel sheet
attached online