

NATIONAL HIGHWAYS INFRA INVESTMENT MANAGERS PRIVATE LIMITED

Registered Office: G 5 & 6, Sector-10,
Dwarka, New Delhi

CIN: U65929DL2020GOI366835,

Email: procure.nhim@nhai.org

Request for Proposal (“RFP”) issued by National Highways Infra Investment Managers Private Limited for “Engagement of Services of Integrated Communication Management Agency” for NHAI InvIT

<u>BID SUMMARY</u>		
1.	Last date and time for receipt of Bidding Documents	13th March 2023 upto 12:00 Hrs
2.	Date and Time of Opening of Technical Bids	At 15:00 Hrs on 13th March 2023
3.	Place of opening of Bids	NHAI – HQ, G 5 & 6, Sector-10, Dwarka New Delhi

Note:- Bids will be opened in the presence of bidders who choose to attend as above

NATIONAL HIGHWAYS INFRA INVESTMENT MANAGERS PRIVATE LIMITED

G 5 & 6, Sector 10, Dwarka, New Delhi – 110075
Phone: 91-011-25074100 & 25074200; Extn – 3632

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Date: 20th February 2023

TABLE OF CONTENTS

S. No.	Subject	Pg No.
1.	Section 1- Notice Inviting Tender	3
2.	Section 2- Instructions to Bidders	5
3.	Section 3- Scope of work	15
4.	Section 4- Form of Technical Proposal	19
5.	Section 5- Form of Financial Proposal	22
6.	Section 6- Undertakings	25
7.	Section 7- Standard Forms	26

Section 1. Notice Inviting Tender

1. The National Highways Infra Investment Managers Private Limited (hereinafter referred to as “NHIIMPL”) invites bids on behalf of National Highways Infra Trust (“NHIT”) for Engagement of Services of Integrated Communication Management Agency.
2. Agency will be selected under Quality and Cost Based Selection (“QCBS”) Method as described in this RFP and in accordance with the practices of NHIT.
3. The RFP includes the following documents:

Section 1 – Notice Inviting Tender
Section 2 – Instructions to Bidders
Section 3 – Scope of work
Section 4 – Form of Technical proposal
Section 5 – Form of Financial proposal
Section 6 – Undertakings
Section 7 – Standard Forms

4. The RFP is uploaded on the website of NHAI at www.nhai.gov.in and NHAI InvIT at www.nhaiinvit.in.
5. Brief Description of Bidding Process
 - 5.1 NHIIMPL has adopted two stage evaluation process for selection of the bid participants (“Bidders”) for the empanelment and award of the work: the technical bid (the “Technical Bid”) and the financial bid (the “Financial Bid”) containing the amount quoted by the Bidder shall be submitted in physical form in the prescribed format (To clarify, the documents should be serially numbered and bounded) in the manner and before the date and time specified herein.
 - 5.2 After the submission of technical bids, each of the Bidders shall be invited for making presentation of their proposal to NHIIMPL. The date and time of presentations would be intimated to Bidders separately by NHIIMPL through email. The Presentation shall be made through either video-conferencing facility or in person meeting at NHIIMPL office.
 - 5.3 Only those Bidders whose Technical Bids are found to be responsive and meeting the Minimum Eligibility Criteria (hereinafter referred to as “Technically Qualified Bidders”) in terms of this RFP, shall be invited to participate in the opening of their Financial Bids. The Technically Qualified Bidders may send their authorized representatives along with authorization letter on the letter head of the bidder for participation in the opening of the financial bid. The date and time of opening of Financial Bids of such Bidders, will be intimated to them separately by NHIIMPL through email or uploaded on NHAI InvIT website. The Financial Bids will be opened physically at the location provided in this document. Only one representative of the Technically Qualified Bidder shall be allowed to attend the opening of the Financial Bids.
 - 5.4 The financial proposal of each Technically Qualified Bidder shall be opened and evaluated.
6. Any queries or request for additional information concerning the RFP shall be submitted in writing and/or e-mail to the officer designated below. The envelope / email communication shall clearly bear the following identification/title:

“Queries/Request for Additional Information: RFP issued by National Highways Infra Investment Managers Private Limited for Engagement of Services of Integrated Communication Management Agency for NHAI InvIT”

7. Address for Communication:

Shri Suresh Goyal,
MD & CEO
National Highways Infra Investment Managers Private Limited, G-5 & 6,
Sector-10, Dwarka, New Delhi, 110075 Tel No. 011- 25074100/200 Extn
3632 Email: procure.nhim@nhai.org

8. Schedule of Bidding Process -

The NHIIMPL shall endeavour to adhere to the following schedule:

S. No.	Description of Events	Date
1	Last date for receiving queries from bidders	3 rd March 2023 upto 12:00 Hrs
2	Pre-bid Queries	No pre-bid meeting. The bidders have to submit their queries through email which will be replied by NHIIMPL at NHAI InvIT website/ through email.
3	NHIIMPL's response to queries latest by	7 th March 2023
4	Bid due date (Last date for bid submission)	13 th March 2023 upto 12:00 Hrs
5	Opening of Technical bids	At 15:00 Hrs on 8 th March 2023 at 6 th Floor, NHAI HQ, G 5 & 6, Sector 10, Dwarka, New Delhi - 110075
6	Presentations by Bidders	Will be intimated later
7	Letter of Award / Empanelment (LOA/ LOE)	Will be intimated later
8	Validity of proposals	120 days from Bid Due Date

Section 2. Instruction to the Bidders

1. Introduction

- 1.1 National Highways Authority of India (“**NHAI**”/ “**Authority**”) is an autonomous body of the Government of India (“**Gol**”) under the Ministry of Road Transport and Highways (“**MoRTH**”) and was constituted on June 15, 1989 by an Act of Parliament titled - The National Highways Authority of India Act, 1988 (“**NHAI Act**”). NHAI was operationalized in February 1995 with the appointment of full time Chairman and other Members. The functioning of NHAI is governed by NHAI Act and rules, and regulations framed thereunder.
- 1.2 NHAI has set up an Infrastructure Investment Trust (InvIT) namely National Highways Infra Trust (“**NHIT**”) and is acting as its Sponsor to the said InvIT. National Highways Infra Investment Managers Private Limited has been appointed as the Investment Manager to NHIT.
- 1.3 Further, National Highways Infra Projects Private Limited (“**NHIPPL**”), a wholly owned subsidiary of NHIT has entered into concession agreements with NHAI for 8 road projects. Currently, NHIPPL is operating and managing these 8 road projects under the supervision of NHIT & NHIIMPL.

2. Proposal

- 2.1 NHIIMPL invites proposal for the appointment of Agency/Advisor for Integrated Communication Management Agency Services.
- 2.2 The detailed scope of work for Agency/Advisor is given in Section 3 – Scope of Work of the RFP document (“**Services**”).

3. Clarification and Amendment of RFP Documents

- 3.1 Bidders may request a clarification on any of the RFP documents up to time mentioned in Section 1. Any request for clarification must be sent in writing to NHIIMPL’s address indicated in the RFP or by e-mail to procure.nhim@nhai.org. NHIIMPL will respond in writing, or by e-mail/ uploading responses on website or will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders. Should NHIIMPL deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure.
- 3.2 At any time before the submission of Bids, NHIIMPL may amend the RFP by issuing an addendum/amendment in writing or by standard electronic means. The addendum/ amendment shall be uploaded on the website of NHAI InvIT at <https://nhaiinvit.in/> which will be binding on all Bidders. To give Bidders reasonable time in which to take an addendum/ amendment into account in their Bids, NHIIMPL may, if the addendum/ amendment is substantial, extend the deadline for the submission of Bids.
- 3.3 It will be the responsibility of the bidders to keep track of any uploaded addendum/ amendment before submission of the bid.

4. Submission of proposal

- 4.1 The proposal shall be submitted as indicated below:

- 4.2.1 Envelope I containing the Technical Proposal of the bidder. The proposal should be in the manner and format as prescribed in RFP Section 4 - Form of Technical Bid.
 - 4.2.2 Envelope II containing the Financial Proposal of the consultant. The proposal should be in the manner and format as prescribed in Section 5 – Form of Financial Bid. The financial proposal of only those Bidders shall be opened which meet the technical criteria. Please note that proposals with any conditionality will be summarily rejected.
 - 4.2 Your proposal (i.e. the aforesaid two envelopes put in a single sealed envelope marked as “Bid - Proposal for Empanelment and Appointment of Agency for the Integrated Communication Management Agency Services by National Highways Infra Trust” should reach the undersigned, latest by date/time mentioned in the Section 1 - Notice inviting Tender, in hard copies/in original and shall remain valid for 180 days thereafter. The proposal should be signed by the authorized signatory of your entity. No proposal will be entertained after the due time and date, as stated above. NHIIMPL shall not be responsible for any delay whatsoever in nature. The proposals received after the due time and date, will be summarily rejected.
 - 4.3 NHIIMPL reserves the right to accept or reject any or all the offers received without assigning any reason. For any clarification, you may feel free to contact the undersigned. Further, NHIIMPL reserves the right to discard/ disqualify financial bids found to be absurd.
 - 4.4 NHIIMPL reserves the right to terminate the mandate to any Agency by giving 15 days prior notice in writing at any point of time.
 - 4.5 The selected Agency would be required to deploy the requisite team at the premises of NHIIMPL, at its own cost, for the mandate. NHIIMPL reserves the right to terminate the mandate to any MA in case of non-compliance.
5. Modification/Substitution/Withdrawal of Bids
 - 5.1 The Bidder may substitute or withdraw its bid after submission prior to the Bid due date. No Bid shall be allowed to be substituted or withdrawn by the Bidder on or after the Bid due date.
 - 5.2 Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought by NHIIMPL, shall be disregarded.
 - 5.3 Partial modification of the Bid is not allowed. The Bidder will have to submit the revised bid again in a sealed envelope, as per clause 4 above, mentioning “Revised Bid” on the top of the sealed envelope and the original bid envelope will be returned to the Bidder. No Technical or Financial Bid may be modified after Bid Due Date. Withdrawal or modification of Technical or Financial Bids between the Bid Due Date and Expiration of Bid validity shall result into disqualification from the bidding process.
6. Opening and Evaluation of the Bids
 - 6.1 The Technical Bids will be opened after the due date at the time prescribed in the RFP document in the presence of the Bidders who choose to attend. NHIIMPL will subsequently examine and evaluate the Bids in accordance with the provisions set out.
 - 6.2 After the submission of technical bids, each of the Bidders shall be invited for making presentation of their proposal to NHIIMPL. The date and time of presentations would be intimated to Bidders separately by NHIIMPL through email. The Presentation shall be made either through video-conferencing facility or in person meeting at NHIIMPL office.

- 6.3 Prior to evaluation of the Technical Bids, the NHIIMPL shall determine whether each Bid is responsive to the requirements of this RFP.
- 6.4 Financial Bid of non-responsive Bidders shall not be opened.
- 6.5 To assist in the examination, evaluation, and comparison of Bids, NHIIMPL may, at its discretion, ask any Bidder for clarification of its Bid. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by NHIIMPL in the evaluation of the Bids.
- 6.6 The Bidders would be evaluated on the criteria mentioned in Section 4 of this RFP and shortlisted for the purpose of opening of their Financial Bids.
- 6.7 Except in case any clarification is asked by NHIIMPL, no Bidder shall contact NHIIMPL on any matter relating to its Bid from the time of the Bid opening to the time the contract is awarded. If any Bidder wishes to bring additional information to the notice of NHIIMPL, it should do so in writing at the address prescribed in the Notice Inviting Tender.
7. Prior to evaluation of the Bids, the NHIIMPL shall determine as to whether each Bid is responsive to the requirements of this RFP document. A Bid will be declared non-responsive in case:
- a. If a Bidder submits more than one Bid against this RFP.
 - b. The physical bid submissions are incomplete/ inadequate to the requirements of the RFP Documents.
 - c. Documents are submitted loose. (To clarify, the documents should be serially numbered and be submitted in hard bound / spiral bound).
 - d. If a Bidder submits a conditional Bid or makes changes in the terms and conditions given in this RFP document.
 - e. Failure to comply with all the requirements of RFP document by a Bidder.
 - f. If the Bid is not submitted in the formats prescribed in the RFP document.
 - g. If any requisite document/ certificate is not in the prescribed format the same shall not be considered while evaluating the bids and the same may lead to Bid being declared as non-responsive.
 - h. If the envelope containing physical submission is not sealed and marked as prescribed in the RFP document.
 - i. A Bid valid for a period of time shorter than prescribed in the RFP document.
8. Conflict of Interest
- 8.1 Bidders at all times shall provide professional, objective, and impartial advice and at all times hold the NHIIMPL's interest paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
9. Fraud & Corruption
- 9.1 Bidders would be required to observe the highest standard of ethics during the selection and execution of such work. NHIIMPL defines:
- 9.1.1 "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - 9.1.2 "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the NHIIMPL

and includes collusive practices among bidders (prior to or after submission of proposals) and to deprive the NHIIMPL of the benefits of free and open competition.

9.2 NHIIMPL will reject a proposal for appointment if it determines that the bidder recommended for engagement has engaged in corrupt or fraudulent activities in competing for the work in question.

9.3 NHIIMPL will declare a bidder ineligible, either indefinitely or for a stated period of time, to be engaged if it at any time determines that the bidder has engaged in corrupt or fraudulent practices in the bidding process for engagement for the subject work.

9.4 The bidder declared ineligible for corrupt and fraudulent practices by NHIIMPL in accordance with the above paras shall not be eligible for selection.

10. Consortium of Bidders is not allowed.

11. Minimum Eligibility Criteria

11.1 The Applicant shall be a Company registered under the Companies Act or Partnership firm registered under the Partnership Act of 1932 or registered (converted to) under the Indian Limited Liability Partnership Act, 2008. The legal status shall be demonstrated through a copy of registration certificate OR a copy of certificate of incorporation.

11.2 The Applicant must have at least (10) years of experience in providing designing, developing and executing the Marketing, Media, PR Strategy and content creation services in India to the Government organizations/ departments.

11.3 The Applicant must have a minimum average annual turnover of INR 50 Crore during the Financial Year 2019-2020, 2020-2021, 2021-2022 from designing, developing and executing the Advertisement, Marketing, Media, PR Strategy and content creation services from India operations. The same shall be demonstrated by submitting audited financial statements for the last three (3) years and certificate from Statutory Auditor/Chartered Accountant.

11.4 The Applicant should have at least 3 (three) ongoing/completed (during past 5 years) consulting projects for Central Ministries/State Departments/Local Governments/Development Authorities/PSUs/ Private organizations in the areas of managing Media, handling social media channels, organizing workshops & conferences, media strategies, producing creatives for print media, electronic media & social media, planning and designing events for stakeholder engagement.

11.5 The Agency should have the resources to produce bilingual (Hindi & English) creatives with multimedia software with proficiency & proof-reading facilities and tools. The Agency will be required to provide an undertaking that it has the necessary resources to execute the scope of work.

11.6 The Applicant should not stand blacklisted / debarred / terminated from contract except for reasons of convenience of client by any Government / Government Board / Corporation / Company / Statutory Body / PSU company / Government of any sovereign countries / Private Agencies and Funding Agencies as on the date of submission of the proposal.

11.7 The Bid document fee and EMD as specified in the Data Sheet must be submitted.

11.8 Agencies empanelled with NHA I or having worked with NHA I will be given preference.

11.9 Agencies should have full fledged office in New Delhi and Mumbai. No consortium will be allowed.

11.10 Agency should have at least 100 permanent employees on roll. Self certified declaration / undertaking by the agency HR head should be enclosed.

11.11 Agency should have INS accreditation.

11.12 Agency should have handled at least one NCD in each of the last three Financial year 2019-20, 2020-21, 2021-22.

Note: The agency should provide necessary documents to establish their eligibility credentials.

12. Dis-Qualification Criteria:

The company may at its sole discretion and at any time during the evaluation of proposal, disqualify any respondent, if the respondent:

12.1 Submitted the proposal documents after the response deadline;

12.2 Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;

12.3 Failed to provide related clarifications, when sought;

12.4 Respondent or its directors declared ineligible by CPSU/ SPSU/ Government companies/ Government organizations/ regulatory authorities for corrupt and fraudulent practices or blacklisted.

13. Technical Evaluation Criteria

13.1 Technical Evaluation shall be based on the Technical Bid submitted by the Bidders as per Section 4 - Form of Technical Proposal.

13.2 The evaluation of the Technical Proposals shall be carried out on a maximum score of 100 as per the methodology mentioned in Section 4 – Form of Technical Proposal. For the computation of combined score, the technical scores will be given a weightage of 70% as follows:

Weighted technical scores (TS) = Total technical score x 0.70

Where Total technical score would be as computed under Section 4.

13.3 The Technical Proposal shall be submitted in physical form along with all supporting documentation/ information as mentioned along with the criteria.

13.4 The presentation need not be included in the Technical Proposal. The Presentation shall be made as per schedule communicated by NHIMPL and a copy of presentation to be submitted on email at the time of presentation.

13.5 The Bidders would be evaluated on the criteria mentioned in the Section 4 based on their Proposals received and shortlisted for the purpose of opening of their Financial Bids.

14. Financial Proposal

- 14.1 After the short listing of Bidders based on their Technical Proposal including the presentation, the Financial Proposals of only Technically Qualified Bidders would be opened. The Technically Qualified Bidders, if they so desire, may remain present at the time of opening of the Financial Proposals. The date and time of opening of the Financial Proposals would be shared on NHAI InvIT website with the Technically Qualified Bidders.
- 14.2 Minimum score of 70 marks in the technical evaluation process is required to be considered as a Technically Shortlisted Bidder. Only Technically Shortlisted bids (having the minimum required score) would be eligible for opening of financial bids.
- 14.3 The financial proposals of only Technically Shortlisted Bidders will be opened in the presence of the Bidders representatives who choose to attend. Bids determined to be responsive (*see instructions to Applicants*) will be checked by the Client for any arithmetical errors in computation and summation.
- 14.4 Errors will be dealt by the Trust as follows: Where there is discrepancy between rates indicated in figures and in words, rates in words will govern. The bid shall contain no overwriting except as necessary to correct errors made by the bidder themselves. Any such correction shall be initialed by the authorized person.
- 14.5 The Financial Proposal of the Technically Qualified Bidders will be given a weightage of 30%. The lowest price bid shall be given a financial score of 20 and the financial score of other bidders shall be made inversely proportionate to their prices as follows:

The Lowest Financial Proposal ("LFP") will be given a Financial Score ("FS") of 30 points

$FS (\text{other bidders}) = 30 \times LFP / F$ (F= amount of Financial Proposal)

15. Procedure for Selection of Advisor/Consultant

15.1 Post qualification of the minimum eligibility criteria, the bidder(s) will be selected under Quality and Cost Based Selection ("QCBS") with weightages of 70:30 (70% for technical proposal and 30% for financial proposal) as described in this section and in accordance with the practices of NHIIMPL.

15.2 For working out the combined score, the employer will use the following formula:

Total point = $TW \times TS + FW \times FS$, Where,

- $FS = \{(LEC/EC) \times 100\}$
- TW stands for weight of the technical Score.
- TS stands for technical score
- FW stands for weight of the financial proposal
- EC stands for Evaluated Cost of the Financial proposal
- LEC stands for Lowest Evaluated Cost of the financial proposal.
- FS stands for Financial score of the financial proposal

15.3 The proposal will be ranked in terms of total point scored. The proposal with the highest total point (H-1) will be considered for award of contract and will be called for negotiations, if required. In case of a tie, bidder with higher technical score will be considered for award of work.

15.4 The Successful Bidder would be notified in writing by the Trust by issuing the Letter of Award (LOA) in favor of the Bidder. The Trust reserves the right to accept any proposal or reject any or all the proposals without assigning any reasons and any liability whatsoever including financial liability. The Trust also reserves the right to close or cancel the entire

process of selection at any point without assigning any reasons whatsoever and without any liability whatsoever.

16. Project Period

16.1 The duration of assignment is Three (3) years. The duration of the assignment may be further extended by the Trust with the consent of the Agency.

17. Data identification and collection

17.1 It is desirable that the Bidders submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.

17.2 It is deemed that Bidders have conducted their own assessment, research and analysis, including seeking clarifications, queries from nodal officer(s) identified in this document, as required before submission of their Proposal.

17.3 It would be deemed that by submitting the Proposal, the Bidders has:

17.3.1 Made a complete and careful examination and accepted the RFP in totality

17.3.2 Received all relevant information requested from Trust and

17.3.3 Made a complete and careful examination of the various aspects of the Scope of Work.

18. Documents to be submitted along with the Technical Bid

18.1 Either power of attorney or an authority letter from Partner/ Board / Managing Committee of the Bidder entity should be provided for authentication of the authorized signatory signing the bid document.

18.2 Technical bid in the form provided in the RFP duly signed by the authorized representative of the bidder on all pages.

18.3 Documents in support of the claims of bidder regarding eligibility/ experience duly signed by the authorized representative of the bidder on all pages. NHIIMPL may ask for 3rd party certificates from the Bidder(s), at a later stage.

18.4 Undertaking in the format provided in the RFP duly signed by the authorized representative of the bidder on all pages.

19. Deliverables Schedule

The Agency shall deliver outputs and deliverables as agreed with the Authority from time-to-time. An indicative list of outputs is as follows:

S. No.	Deliverables	Timeline
1	Communication / Marketing Strategy and Roadmap	3 weeks from mobilization
2	Monthly Progress Reports	On 5th of each month

3	Quarterly Progress Reports	At end of each quarter
4	Annual Reports	At end of the financial year
5	Other Deliverables	As per requirements and timelines defined by Trust
6	Events Scoping	As per requirements and timelines defined by Trust

19.1 Itemized Components

The Agency shall produce the items, mentioned in the Scope of Work, as and when requested by the Trust within the stipulated time as agreed with the Trust. The Agency shall get all items approved from Trust before using them in any communication medium.

19.2 Communication / Marketing Strategy and Roadmap

This output shall provide an overarching framework and strategy to carry out PR / Marketing Strategy along with action items to be undertaken with timelines. The Agency shall prepare a log-frame to monitor the progress on input, output and outcome indicators. The strategy should be specific to various mission and events as specified by the Trust.

19.3 Quarterly Progress Reports

The Agency shall outline the targets for respective quarter, key activities undertaken, progress against planned milestones, key gaps and achievements, areas for improvement and suggested actions. In addition, the Agency shall report the Trust's coverage of public outreach and various stakeholder groups through various activities.

19.4 Annual Report

The Agency shall prepare an annual report for publication outlining the initiatives of the Trust during the year, impact created and emerging success stories.

20. Financial Bids/Fees

20.1 The Bidder is required to submit financial proposal as per Section 5 – Form of Financial Proposal.

20.2 The fee quoted should be unconditional.

20.3 The fees shall be payable as per payment schedule after submission of appropriate tax invoice.

20.4 All the expenses including those related to the scope of work, travelling, manpower, or any other out-of-pocket expense shall be borne by the Appointed Agency. The travel related expenses of NHIIMPL officials / its affiliates or any other advisor appointed by NHIIMPL, if any, will be borne by NHIIMPL.

21. Key Terms and Conditions of Empanelment

- 21.1 The duration of Empanelment will be for a period of 3 (Three) Year. However, NHIIMPL reserves the right to curtail or extend the validity period of empanelment of an Empaneled Bidder(s).
- 21.2 NHIIMPL will have the right to remove any Empaneled Bidder from the empaneled list without assigning any reason whatsoever and without any cost & compensation therefore.
- 21.3 The Empaneled Bidder(s) is/are expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to NHIIMPL's Interest.
- 21.4 Each Empaneled Bidder will maintain confidentiality on matters disclosed.
- 21.5 The reports/ opinions/ presentations submitted by Empaneled Bidder(s) / Appointed Marketing Manager(s) as part of its Services shall be the property of the NHIT/ NHIIMPL and it can be repeatedly used by NHIT/ NHIIMPL for its disclosed and undisclosed purposes.
- 21.6 Each bidder should undertake that during the empanelment period, the Empaneled Bidder would make no change in the composition of the Proposed Team (as submitted in the Technical Proposal) and if any change happens, then the replacement should have credentials higher or equivalent to the exiting member.

22. Termination

22.1 By the Trust

The Trust may terminate this Contract in case of the occurrence of any of the events specified in this RFP. In such an occurrence the Trust shall give not less than twenty-one (21) days" written notice of termination to the Agency, and thirty (30) days"

- 22.1.1 If the Agency does not remedy a failure in the performance of their obligations under the Contract, within twenty-one (21) days after being notified or within any further period as the Trust may have subsequently approved in writing.
- 22.1.2 If the Agency becomes insolvent or bankrupt, to be certified by the competent court.
- 22.1.3 If the Agency, in the judgment of the Trust, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract or the Agency is not performing as per the terms and conditions of this contract.
- 22.1.4 If, as the result of Force Majeure, the Agency are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- 22.1.5 If the Trust, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- 22.1.6 If the Agency fails to comply with any final decision reached as a result of arbitration proceedings.

22.2 By the Agency

The Agency may terminate this Contract, by not less than thirty (30) days" written notice to the Trust. Such notice to be given after the occurrence of any of the specified events in this RFP.

- 22.2.1 If the Trust fails to pay any money due to the Agency pursuant to this Contract and not subject to dispute within forty-five (45) days after receiving written notice from the Agency that such payment is overdue.

22.2.2 If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

22.2.3 If the Client fails to comply with any final decision reached as a result of arbitration.

22.3 Payment Upon Termination

Upon termination of this Contract, the Trust may make the following payments to the Agency:

- payment for Services satisfactorily performed prior to the effective date of termination
- except in the case of termination, reimbursement of any reasonable cost if the Trust is so satisfied with incident to the prompt and orderly termination of the Contract.

23. Dispute Resolution

Any dispute arising out of the RFP, which cannot be amicably settled between the parties, shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996 through a panel of three arbitrators, with each of NHIIMPL and the remaining disputing party(ies) appointing one arbitrator and the two arbitrators so appointed appointing a third arbitrator. Provided that in the event that any disputing parties fail to appoint an arbitrator within 15 days from the dispute being referred to arbitration, the other parties shall be at liberty to appoint an arbitrator for such disputing party(ies) and such appointment shall be final and binding on the other disputing parties. The venue of the arbitration shall be at New Delhi.

Section 3: Scope of Work

1. Branding

- 1.1 Prepare a comprehensive strategy for branding of the Trust. Support the Trust in implementation of the Marketing Strategy.
- 1.2 The strategy should be integrated and complement any existing / ongoing initiatives taken by the Trust. The Agency shall collect all necessary data required for development of Branding Strategy. The strategy shall be approved by the Trust.

2. Public Relations (PR)

- 2.1 Prepare an effective Public Relations Strategy Plan with a vision for the next three years with a particular focus on Social Media Platforms.
- 2.2 Engagement with vernacular/ regional, national, international media on issues of importance to the Trust.
- 2.3 Organizing workshops with the Media on various topics from time to time.
- 2.4 Prepare press release, news articles, messages, write-ups, and features for publications in mainline print media in consultation with the Trust.
- 2.5 Continuously monitoring and tracking of all Newspapers, magazines, TV channels, inter-web, blogs and other channels of external communication at regular intervals for any news pertaining to the Trust.

3. Handling and Management of Digital & Social Media

- 3.1 Setting up and updating of pages/blogs etc. on social media platforms (such as Facebook, Instagram, LinkedIn, Twitter, YouTube etc.)
- 3.2 Managing the promotion of various projects and activities undertaken by the Trust.
- 3.3 Release of various advertisements through print and electronic, digital and OOH media.
- 3.4 Preparation of audio-visual script/content for transmission through electronic media.
- 3.5 Designing strategy to utilize social media platforms (Facebook, Twitter, Instagram, YouTube, LinkedIn, etc.) and the Trust official website for greater reach and dissemination of information and also to get feedback from citizens.
- 3.6 Social Media Intelligence to monitor and report on the conversations around the Trust and its projects and activities on social media channels, and advice appropriate action.
- 3.7 Provide analytics of the Trust's digital activity from time-to-time. Conduct research on key topics and areas of interest using analytics of social media, digital activity, website and inform the Trust on key trends.

The focus, however, would be to organically grow the reach and spread of Social Media campaigns through institutionalizing it and creation of Social Media Volunteers in different

institutions that can be used to reach out to the maximum number of online population.

Note: As per the project requirements, the Agency may be required to boost the online presence through paid subscription of social media platforms, after prior consultation with the Trust. Under such circumstances, the costs related to booster packages etc. shall be reimbursed to the Agency as per actuals.

4. Media Monitoring and Management

4.1 <https://www.nhaiinvit.in/> website keyword analysis, promotion, link exchange, free and paid directory submissions, etc.

4.2 Integrated dashboard for monitoring and reporting purpose.

4.3 The dashboard should provide analytics for all SEO reports, Submission Reports and Website analytics. It should also provide data in terms of competitor analysis, percentage growth and target achievement.

4.4 The dashboard should have role based user access levels i.e. Top Management Level and Middle Management level.

5. Creative Services

5.1 Preparing and maintaining an inventory of Images, videos and creatives and making a monthly delivery of the same.

5.2 Designing and printing of creatives / illustrations on various aspects of the Trust, for release of advertisement, etc.

5.3 Script, concept and preparation of Audio-Visual Videos up to 10 mins

5.4 Script for Radio Spots and Jingles up to 1 min

5.5 Production of online creative in Rich text media.

5.6 Update the website with current information on a regular basis

5.7 Adding / Editing / Updating of all content including text, images and videos

5.8 Website slider designs and creatives and changes

5.9 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 and portals etc.

5.10 Direct mailer content and design (including HTML)

5.11 Illustrations/Sketches (persons/characters/landmarks/items)

5.12 Infographics, GIFs/Flash based 10-15 sec animations

5.13 Translation of content - English and Hindi

- 5.14 Monthly newsletter/success stories - 12 pages - Design, Creative
- 5.15 Script and conceptualization for TVCs up to 2 mins
- 5.16 Digital Wall Painting concept, copy, design and; creative
- 5.17 Print Ads – Creative
- 5.18 Any other creative work that may be assigned by the Trust from time to time.

Note: As per the project requirements, the Agency may be required to telecast the still or video content on various channels. Under such circumstances, the costs related to telecasting on Television, Cinema halls, Radio etc. shall be reimbursed to the Agency on actual basis.

6. Website Development and Management

- 6.1 Design, develop, audit and manage the official website for NHA InvIT <https://www.nhaiinvit.in/> (any other website as desired by company from time to time)
- 6.2 Design template creation and changing of template as and when required
- 6.3 Strong SEO and keyword research to be focused on while designing/developing the website
- 6.4 Familiarity with keyword placement and other SEO best practices; deep knowledge of Microsoft word and Google Docs
- 6.5 Initiation and creation of new web pages to be taken up as and when required
- 6.6 The design of the site would be done in concurrence with the department and functionalities mentioned would be completed at the time of development of the website.
- 6.7 If required, the agency may have to take up redesigning and development work of the website or a web application within nhaiinvit.in that could go beyond the scope of work of this RFP. Quotation for the same would be asked from the agency as per requirement and approval will be given post following the standard approval process.

7. Event Management

7.1 Events Planning:

- 7.1.1 The agency shall identify and propose events to be taken up by the Trust.
- 7.1.2 The agency shall be responsible for conceptualizing, planning and budgeting for the events to be taken up by the Trust. It may include but not limited to activities such as seminars, conferences, rallies, drives, awards, etc.

7.2 Event Calendar:

- 7.2.1 The agency shall prepare an event calendar combining all the existing and new events.

7.3 Coordination with Event Management Agency:

7.3.1 The agency shall coordinate with the respective event management agency to guide and monitor them for smooth execution of the events taken up by the Trust.

7.4 Coverage of the events:

7.4.1 The agency shall manage the tracking and submission of online, print and electronic coverage of the events.

7.4.2 Concept, copy, design, creative and artwork for on-ground activation campaigns

7.4.3 Preparation of PowerPoint Presentations / flash / mpeg / etc. in all digital formats for the various road shows / government presentation, award ceremonies, etc.

7.5 Content Designing:

7.5.1 Designing and printing of creatives for various events. However, printing of flyers, posters, banners, hoardings, flex etc. for the events shall be undertaken by the Trust, subsequently cost of printing shall be borne by the Trust.

7.5.2 Designing of event/schemes, branding, PowerPoint presentations in editable formats

7.5.3 Virtual Backdrops Design and; Concepts, creatives

7.5.4 Backdrop Design, Concepts and; printing

7.5.5 Stage designs (3D layout), artwork and; Preparation

7.5.6 Kiosk designs (3D layout), concept + artworks

7.5.7 Banner concept, copy, design

7.5.8 Standee Design, Concepts and Printing

7.5.9 Dangler concept, copy, design, creative and; artwork

7.5.10 Wobblers, stickers concept, copy, design, creative and; artwork

7.5.11 Brochure concept, design, creative and; artwork

7.5.12 Design, Creative and; Artwork for Notepad, Calendar, Diary, Mementos etc.

7.5.13 Designing of walk throughs, 3D designs, books, brochures, folders, Newsletter, Posters, Advertisements, creative, flex, hoardings, etc. with prior approval from the Trust.

7.5.14 OOH concept, copy, design, creative and; artwork

7.6 Promotion and Media management for Events:

7.6.1 The agency shall promote all the existing events that are happening in the city and shall also promote the newly identified events that are taken up.

7.6.2 The agency shall also perform the media management during events which includes photographs, videos, narratives, etc.

Section 4:- Form of Technical Proposal

(On the letter head of the bidder)

Section A: General Information

Profile of the organization with full particulars of the constitution, ownership and business activities as mentioned in the Section 7 – Standard Forms.

Section B: Technical Evaluation Criteria

S. No.	Evaluation Criteria & Scoring Guidance	Maximum Marks								
1.	<p>Financial Capability</p> <p>Average Annual Turnover (AAT) from designing, developing and executing the Advertisement / Marketing / Media / PR Strategy / Content creation services from India operations for last 3 financial years:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Range</th> <th style="text-align: center;">Marks</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">INR 50 Cr ≤ AAT < INR 75 Cr</td> <td style="text-align: center;">5</td> </tr> <tr> <td style="text-align: center;">INR 75 Cr ≤ AAT < INR 100 Cr</td> <td style="text-align: center;">10</td> </tr> <tr> <td style="text-align: center;">AAT > INR 100 Cr</td> <td style="text-align: center;">15</td> </tr> </tbody> </table>	Range	Marks	INR 50 Cr ≤ AAT < INR 75 Cr	5	INR 75 Cr ≤ AAT < INR 100 Cr	10	AAT > INR 100 Cr	15	15
Range	Marks									
INR 50 Cr ≤ AAT < INR 75 Cr	5									
INR 75 Cr ≤ AAT < INR 100 Cr	10									
AAT > INR 100 Cr	15									
2.	<p>Technical Capability</p> <p>a) Experience in working with Government Organizations, Central, State, Regulators, Development Authorities, PSUs, private companies with the work order of at least INR 5 lakh in the last three financial year FY 2019-20, 2020-21, 2021-22</p> <p>Five (5) marks for 3 projects One 1 (one) mark for each additional project</p>	10								
	<p>b) Experience with BFSI clients in the last three financial year FY 2019-20, 2020-21, 2021-22</p> <p>5 (five) marks for 3 clients 1 (one) mark for each additional client</p>	10								
	<p>c) Handled at least one NCD in each of the last three financial year 2019-20, 2020-21, 2021-22. - 10 (ten) Marks</p> <p>1 (one) mark for each additional NCD handled in any of the last three financial years i.e. 2019-20, 2020-21, 2021-22</p>	15								
		35								

3.	Key Personnel CVs / Credentials a) Project Leader (2 marks) b) Media Consultant (2 Marks) c) Creative Director (2 marks) d) Social Media Expert (2 marks) e) Public Relations Expert (2 marks)	10
4.	Technical Presentation a) Applicant's capability, understanding, approach, proposed solutions, appreciation of requirements, and suggestions (15 marks) b) Applicant's detailed work plan & break down of activities for execution of the assignment. (10 marks) c) Team deployment plan. (5 marks) d) Innovative ways of working/Value Proposition including advanced communication tools (10 marks)	40
Total		100

Note:

- Evaluations will be based on documentary evidence submitted by the Applicants and presentation before the Trust with respect to evaluation/selection criteria. Documentary evidence will be signed contracts / agreements, or work-orders (or award letters or letters of intent) or completion certificates.
- The Agency should have adequate organizational structure / associates/ team to execute the work of such nature and magnitude.
- The Agency should furnish plans / video / photographs and salient features of major jobs handled by them now and in the recent past along with cost, time period, name and address of clients etc.

They should be fully aware of various guidelines, systems and procedures issued by Govt. departments for execution of such major projects.

Section C: Key Personnel

The indicative key personnel for whom the CVs shall be submitted are as per the following table

#	DESIGNATION	PROFILE	EXPERIENCE
1	Project Leader	Master's degree or equivalent in Mass Communication or Journalism from premier University/Institute.	15 Years
2	Creative Director	Master's degree or equivalent in Marketing / Design / Advertising from premier University/Institute.	15 Years
3	Media Consultant	Graduate or equivalent in Mass Communication or Journalism from premier University/Institute.	15 Years

4	Public Relations Expert	Graduate/Postgraduate in Mass media or Journalism	7 Years
5	Social Media Manager	Graduate/Postgraduate in Digital Media	7 Years

Note:

- The entire team should be fluent in oral and written English and Hindi language.
- The Project Leader and Creative Director shall attend periodic site meetings and work progress review meetings.

Section 5:- Form of Financial Proposal

(On the letter head of the bidder)

Financial Proposal
From (Name & Address of the bidder)

To
Managing Director,
National Highways Infra Investment Managers Private Limited,
G 5 & 6, Sector 10, Dwarka, New Delhi

Sub: Request for Proposal (“RFP”) issued by National Highways Infra Investment Managers Private Limited to provide Integrated Communication Management Agency Services for NHA InvIT

Financial offer on firm basis must be submitted in the following manner (as given below):-

Section A: Annual Retainer

SR NO	ITEM DESCRIPTION	QUOTED CURRENCY	RATE (INR) IN FIGURES (EXCLUDING TAX)	TOTAL AMOUNT IN WORDS
ACTIVITY 1	Branding as per scope of work	INR		
ACTIVITY 2	Public Relations (PR)	INR		
ACTIVITY 3	Handling and Management of Digital & Social Media as per scope of work excluding activities as below	INR		
	Audio-visual script/content (per AV)	INR		
	Concept and Developing Script and Storyboard of a 60 Sec TV Commercial (per commercial)	INR		
	Production charges and talent costs - TV Commercial (per commercial)	INR		
	Concept and Developing Script of a 60 Sec Radio Spot (per script)	INR		
	Production charges and talent costs - Radio Spot (per radio spot)	INR		
ACTIVITY 4	Media Monitoring and Management as per scope of work	INR		
ACTIVITY 5	Creative Services as per scope of work excluding activities as below	INR		
	Infographics, GIFs/Flash based 10-15 sec animations (per animation)	INR		
	Audio-visual script/content and production of videos up to 10 mins (per video)	INR		
	Script for Jingles up to 1 min (per script)	INR		

	Newsletter/success stories design and creatives - 12 pages	INR		
	Digital Wall Painting concept, copy, design and creative (per painting)	INR		
	TOTAL	INR		
	TOTAL MONTHLY COST (ACTIVITY 1 + ACTIVITY 2 + ACTIVITY 3 + ACTIVITY 4 + ACTIVITY 5)	INR		
QUOTED RATE IN WORDS				

Section B: Additional Deliverables

SR NO	ITEM DESCRIPTION	QUOTED CURRENCY	RATE (INR) IN FIGURES (EXCLUDING TAX)	TOTAL AMOUNT IN WORDS
ACTIVITY 6	Website Development & Management as per the scope of work	INR		
ACTIVITY 7	Event Management as per the scope of work excluding activities mentioned below	INR		
	Virtual Backdrops Design and Concepts, creatives	INR		
	Kiosk designs (3D layout), concept + artworks	INR		
	Dangler concept, copy, design, creative and artwork	INR		
	Wobblers, stickers concept, copy, design, creative and artwork	INR		
	Brochure concept, design, creative and artwork	INR		
	Design, Creative and Artwork for Notepad, Calendar, Diary, Mementos etc.	INR		
	Designing of walk throughs, 3D designs	INR		
	Designing of books, folders, posters etc.	INR		
	Designing of flex, and hoardings	INR		

	TOTAL	INR		
	TOTAL MONTHLY COST (ACTIVITY 6 + ACTIVITY 7)	INR		
QUOTED RATE IN WORDS				

Name & Signature of Bidder's Authorized Signatory

Date:

Notes for the bidder

- 1) Minimum amount of fee to be quoted is Re.1/-.
- 2) The fee quoted should be limited to 2 (two) decimal points and shall remain FIRM during the term of the contract.
- 3) The fee quoted by the bidder should be inclusive of all charges except applicable GST, which shall be paid extra as applicable. Taxes should be indicated separately while raising the bills for payment of fee.
- 4) The fee will be payable in Indian Rupees after successful completion of the Issue. Withholding taxes, as applicable, will be deducted at the time of making payment.

Section 6:- Undertakings

(On the letter head of the bidder)

To be provided with the technical bid

We undertake that: -

1. The proposal submitted hereunder shall remain valid for a period of at least 180 days from the last date for submission of proposal.
2. No other fees/cost/expenses/taxes/levies shall be payable by NHIIMPL/ NHIT or any of its associated entity for the services rendered by Bidder / Appointed Agency except as mentioned in Financial Proposal.
3. The Bidder has not been banned/ blacklisted/ de-listed/ disqualified/ debarred by government agency/ quasi-government agency/ PSU to participate in their tenders for empanelment. We further certify that there is no investigation pending against us or the CMD/CEO/Directors of our Company and no action has been initiated against us/ our Directors by CVC/ RBI or any other government/ statutory agency with regard to any financial irregularities.
4. The Bidder does not have any conflict of interest which is prejudicial to the scope of work. Further, the bidder will ensure that no such business or professional activities will be carried out by it, which may affect the interest of NHIIMPL.
5. The Bidder has adequate infrastructure, personnel, resources to carry out the required Services and are eligible for acting as Marketing Manager. The Bidder has understood the scope of work properly and shall comply with the terms of engagement.
6. No bankruptcy/ liquidation proceedings have been initiated against the Bidder by any entity/ government agency/ quasi-government agency/ PSU and there is no material case/ proceeding against the Bidder/ its Directors that is likely to have significant impact on its business as Empaneled Bidder / Appointed Marketing Manager or on its deliverables pursuant to this bid/ RFP.
7. All the information submitted as part of the Bid is true and correct.

We accept all the terms & conditions as mentioned in the RFP. In the event of any contradiction in the terms and conditions as mentioned in the RFP and our proposal/ offer to NHIIMPL, the NHIIMPL's decision shall prevail.

Signature(s) and name(s) of the Authorized Signatory with Seal

Date:

Section 7:- Standard Forms

1. Technical Proposal Submission Form

[Location, Date]

To: [Name and address as mentioned]

Dear Sirs, We, the undersigned, offer to provide the Integrated Communication Management Agency Services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this a Technical Proposal, and a Financial Proposal. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. If negotiations are held during the Proposal Validity Period, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations. We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment at a date mutually agreed between us.

We understand you are not bound to accept any Proposal you receive.

We remain,
Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Phone: _____

2. Applicant's Organization and Experience

Applicant's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity]

Applicant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment]

- Assignment name:
- Country:
- Location within country:
- Duration of assignment (months):
- Name of Client:
- Total No of person-months of the assignment:
- Address:
- Amount of consulting fee received by your firm (INR)
- Start date (month/year):
- Completion date (month/year):
- Name of associated Agency, if any:
- No of professional person-months provided by associated Agency:
- Narrative description of Project:
- Description of actual services provided by your staff within the assignment:
- Firm's Name:

3. Description of approach, methodology and work plan

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following two chapters:

a) Technical Approach and Methodology.

In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Organization and Staffing.

In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key experts responsible, and proposed technical and support staff.

4. Curriculum Vitae (CV) for Proposed Professional Staff

- (1) **Proposed position** [only one candidate shall be nominated for each position]:
- (2) **Name of staff** [Insert full name]:
- (3) **Date of Birth:** **Nationality:**
- (4) **Education** [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
- (5) **Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
- (6) **Employment record** [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]: To [Year]:

Employer:

Positions held:

- (7) Work undertaken that best illustrates capability to handle the tasks assigned [Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle tasks as per the listed scope of work in this RFP.

Name of assignment or project:

Year:

Location:

Client:

Main project features:

Positions held:

Activities performed: