

Indian Highway Management Company Limited  
(IHMCL)

Request for Proposal for Selection of Creative Agency  
for IHMCL

RFP No. IHMCL/Misc/Creative Agency/2019  
Indian Highways Management Company Limited (IHMCL)  
Sector-19, Dwarka, New Delhi-110075

Dated: 27 February 2019

Email: [info@ihmcl.com](mailto:info@ihmcl.com)

## DISCLAIMER

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to prospective Applicant(s), whether verbally or in documentary or any other form by or on behalf of IHMCL or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

The issue of this RFP does not imply that IHMCL is bound to select or shortlist pre-qualified Applications for the Bid stage or to appoint the Selected Applicant or Contractor, as the case may be, for the Project and IHMCL reserves the right to reject all or any of the Applicants or Applications without assigning any reason whatsoever.

The assumptions, assessments, statements and information contained in the RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. IHMCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

IHMCL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant under any law whether written or otherwise, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this RFP. Each Bidder should, therefore, conduct its own site feasibility, investigations, survey and/or analysis, and should check the accuracy, adequacy, correctness, IT systems' compatibility, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

IHMCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP. IHMCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

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## Part I: Notice Inviting Applications

Bids are invited by the Indian Highways Management Company Limited (IHMCL) for the following:

Name of the Work	Document Fee(non-refundable)	Bid Security	Closing date and time
Selection of Creative Agency for IHMCL	INR 10,000/- (Rupees Ten Thousand Only)	INR 25,00,000/- (Rupees Twenty-Five Lakhs only)	27 March 2019 (Up to 15:00 Hrs IST)

2. The complete Bidding Documents can be viewed / downloaded from e-procurement portal <http://etenders.gov.in>. The Bids shall be liable for summarily rejection unless accompanied by the requisite EMD and bid document fee as indicated above. IHMCL shall not be responsible for any postal delay. Bids submitted after the closing date/time shall be summarily rejected.

IHMCL reserves the right to accept or reject any or all Applications for the project, before signing of Contract Agreement without thereby incurring any financial or other liability to the affected Applicants.

Address for communication and for Application submission:

The General Manager  
Indian Highways Management Co. Ltd. (IHMCL)  
2<sup>nd</sup> Floor, MTNL Building,  
Sector 19, Dwarka  
New Delhi 110 075

Phone: +91-11- 28042710

Email: [info@ihmcl.com](mailto:info@ihmcl.com)

Website: [www.ihmcl.com](http://www.ihmcl.com)

## Part II: Definitions

### 1. DEFINITIONS

In this document, the following terms shall have respective meanings as indicated:

**"Applicable Law"** means the laws, rules or regulations and any other instruments, having the force of law in Republic of India, as in force from time to time.

**"Authorized Representative"** means any person/agency authorized by IHMCL.

**"Applicant/Bidder"** means a 'firm' or a Consortium or a JV which participates in the subject RFP and submits its application/bid.

**"Application/Bid"** means the documents submitted by the Applicant in response to this RFP.

**"Commencement date"** means the date upon which the Successful Bidder receives the notice to commence the work issued by IHMCL.

**"Contract"** shall mean & include RFP, Notice for Inviting Tender (NIT), the tender documents and letter of acceptance thereof and the formal agreement, to be executed between IHMCL and the Creative Agency together with the complete documents referred to therein including the appendices and any special conditions. All these documents taken together shall be deemed to form one Contract and shall be complementary to each other.

**"IHMCL"** means Indian Highways Management Company Ltd.

**"Law" or "Legislation"** - shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Government of India or State Government or regulatory authority.

**"Letter of Award (LOA)"** means the issue of a signed letter by IHMCL to Successful Bidder conveying its intention to accept the offer of Successful Bidder and awarding the work.

**"Local Currency"** means the Indian Rupees

**"MoRTH"** means Ministry of Road Transport and Highways

**"NHAI"** means National Highways Authority of India.

**"Party"** shall mean IHMCL or Applicant individually and "Parties" shall mean IHMCL and Applicant collectively.

**"Personnel"** means persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof.

**"RFP"** shall mean this Request for Proposal dated 27 February 2019, including the written clarifications & Corrigendum/ Addendum issued by IHMCL in respect of the RFP from time

to time.

**“Services”** means requirements defined in this RFP including all additional services associated thereto to be delivered by the Successful Bidder.

**“Creative Agency”, or “Agency”** shall mean the Successful Bidder post this RFP process.

**“Successful Bidder”** means the Bidder, who, after the complete evaluation process, has been issued the Letter of Intent by IHMCL

Any other terms not defined herein but defined elsewhere in this RFP shall have the meaning ascribed to such terms therein and shall be deemed to have been included in this section.

## Part III: Instructions to Applicants

### 3.1 Introduction:

#### IHMCL

"Indian Highways Management Company Limited" (IHMCL), was constituted in 2012 with equity partnership from highway developers, financial institutions and National Highways Authority of India (NHAI) under Company's Act, 1956, for implementing ETC across the country.

The objective of IHMCL is to implement an electronic, interoperable toll collection system through RFID technology and to manage the project strategically, administratively, legally, technically, commercially and to Implement a Central Clearing House (CCH) system, including help desk support and setting up of Point of Sale (PoS) for ETC System.

### 3.2 Scope of Work

IHMCL is now looking to select an Agency to handle the media and publicity requirements related to the salient features of the FASTag program, NETC program, FASTag benefits and other components to diverse stakeholders and general public. The detailed scope of work has been captured under **Annexure A: Scope of Work**.

### 3.3 Description of Bidding Process:

- i. Complete bid document including all annexures and eligibility documents and financial bid is required to be uploaded on e-tender portal i.e. <https://etenders.gov.in>, if any document as mentioned in RFP is found to be not uploaded on e-tender portal, the bid shall be liable for rejection.
- ii. IHMCL has adopted the following process (referred to as the "Bidding Process") for selection of the Creative Agency.
- iii. Opening of Physical Documents
  - a) Physical Documents as mentioned in clause 3.4 of this document will be opened as per schedule defined in Section 3.4 ("Schedule of Bidding Process") of this RFP at IHMCL Corporate Office, 2nd Floor, MTNL Building, Sector -19, Dwarka, New Delhi-110075, or at NHAI HQ at G-5 &6, Sector 10, Dwarka, New Delhi-110075.
  - b) Bidder's authorized representative may attend the opening, and those who are present shall sign the Attendance Sheet evidencing their attendance.
  - c) The Bidder's names, Bid modifications or withdrawals and such other details as IHMCL at its discretion, may consider appropriate, will be announced at the time of opening.
  - d) Physical Documents shall be opened first and based upon the evaluation of these documents, IHMCL shall announce the names of the Bidders who have

qualified for opening of Financial Bids. It is hereby clarified that Financial Bids of only such Bidders who are declared qualified as stated herein shall be opened.

iv. Examination and Evaluation of Bids

a) Any time during the process of evaluation, IHMCL may seek for clarifications from any or all Bidders. Failure of any Bidder to provide the required clarifications within the stipulated timeline may result in rejection of its Bid, at the sole discretion of IHMCL.

b) Phase-1: Document Fee & EMD/Bid Security:

**Document fee:** - The document fee (non-refundable) of Rs. 10,000/- (Rupees Ten Thousand only) in the form of a demand draft / pay order drawn in favour of "Indian Highways Management Company Limited" drawn on any Scheduled bank payable at New Delhi shall be submitted by the Applicant.

**EMD/Bid Security:** - The envelope containing EMD/Bid Security and other relevant documents as required by this RFP will be opened. If the documents are in prescribed format, then the second submission containing Financial Proposal documents shall be opened. At any stage during the entire Bid evaluation process, if the EMD is found to be invalid, the respective Bidder's Bid shall be summarily rejected. If Physical Documents submitted by the Bidder has the Financial Bid details, the Bid shall be summarily rejected.

The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD) / Bid Security for an amount INR 25,00,000/- (Rupees Twenty Five Lakhs only). The Successful Bidder's EMD will be returned, without any interest, upon the Successful Bidder signing the Contract and furnishing the Performance Security in accordance with the provisions thereof.

The Earnest Money shall be in the form of a demand draft / pay order drawn in favour of "Indian Highways Management Company Ltd." on any Scheduled bank payable at New Delhi.

Upon furnishing of the Performance Security by the Successful Bidder, IHMCL will promptly notify the other Bidders that their Bids have been unsuccessful. EMDs of unsuccessful Bidders will be returned back to them after signing of Contract with the Successful Bidder or after the expiry of the validity period of the Bids, whichever is earlier.

c) Phase-2: Technical Bid Evaluation:

The Technical Bids will be evaluated by an Evaluation Committee. The Bidder shall have to fulfil all the Eligibility Criteria as specified in the RFP, in totality and submit all the required documents. These documents will be scrutinized in this phase of evaluation. Those Bidders who do not fulfil the terms and conditions of Eligibility Criteria as specified in this tender will not be eligible for further evaluation.

Evaluation of Technical Bids by the Evaluation Committee shall not be questioned



by any of the Bidders. IHMCL may ask Bidder(s) for additional information, visit to Bidder's site and/ or arrange discussions with their professional, technical faculties to verify claims made in Technical Bid documentation from the Bidder on the already submitted Technical Proposal at any point of time before opening of the Financial Proposal.

d) Phase-3: Financial Bid Evaluation:

The Financial Bids of ONLY the Bidders who are declared as qualified in Phase 1 and Phase 2 will be evaluated. The Financial Bid Evaluation will be on the basis of "Total Value" quoted by the Bidder under response to Financial Bid Form which would be the basis for total pay-outs, but will exclude the GST (if applicable).

If there is a discrepancy between words & figures, the amount in words shall prevail. If the bidder does not accept the correction of errors, its Bid shall be rejected and the EMD will be forfeited.

The Evaluation Committee shall determine if the financial bid is complete and without computational errors. The Bid with the lowest value of "Total Value" will be selected.

If any bid contains financial proposal in hardcopy during physical bid submission shall be liable for rejection.

### 3.4 Schedule of Bidding Process

IHMCL shall endeavour to adhere to the following schedule:

SI. No.	Event Description	Date & Time (IST)
1.	Issue of RFP	27 February 2019
2.	Last date for receiving queries	07 March 2019; 18:00 Hrs
3.	Pre-Bid meeting at NHAI HQ	11 March 2019 at 11:00 AM
4.	Authority response to queries latest by	18 March 2019
5.	Bid Due Date for online submission	27 March 2019 (Upto 15:00 Hrs)
6.	Physical submission: - 1. Document Fee in form of DD 2. Bid Security/EMD in form of DD 3. Power of Attorney	till 15:30 Hrs IST on 27 March 2019
7.	Opening of Technical Bids	at 16:00 Hrs on 28 March 2019
8.	Declaration of Technically qualified Bidders	within 30 days from Bid Due Date

9.	Opening of Financial Bid	within 45 days from Bid Due Date
10.	Letter of Award (LOA)	Within 60 days of Bid Due Date
11.	Validity of Bid	120 days from Bid Due Date
12.	Signing of Agreement	Within 30 days of award of LOA

3.5 Any queries or requests for additional information concerning the RFP shall be submitted by e-mail to the officer designated below in the attached format. The e-mail communication shall clearly bear the following identification title and shall be in the format specified under Annexure D: Performa for Submitting Written Queries:

**“RFP for Selection of Creative Agency for IHMCL”**

**“Queries/Request for Additional Information”**

**Address for correspondence:**

[info@ihmcl.com](mailto:info@ihmcl.com)

3.6 Amendment of RFP:

(i) At any time, IHMCL may for any reason, whether on its own initiative or in response to clarifications requested by any Applicant, modify the RFP by issuing an Addendum. It is binding on the Applicants including already empanelled Applicants to provide requisite information as per the Addendum and within the time prescribed. Failure to do so will result in the application being rejected and/ or the bidder removed from the list of qualified/ empanelled agencies.

(ii) Any Addendum issued hereunder will be in writing and shall be hosted on IHMCL website and e-procurement portal only.

3.7 Non-refundable fee for participating in the bidding process:

3.7.1. Document fee: The document fee (non-refundable) of Rs. 10,000/- (Rupees Ten Thousand only) in the form of a demand draft / pay order drawn in favour of “Indian Highways Management Company Limited.” Drawn on any Scheduled bank payable at New Delhi shall be submitted by the Applicant.

## Part IV: Details of Selection Process

### 4.1 Eligibility to Bid: -

The bidder qualifying the following criteria shall be considered eligible to bid for this RFP:

- (i) The applicant shall be, a Company incorporated and registered in India under the Companies Act, 2013 or any other previous Company Law or Limited Liability Partnership registered under LLP Act,2008 or a consortium or Joint Venture of two LLPs or Two Companies or combination thereof.

*Documentary proof (copy of certificate of incorporation) shall be submitted as part of the eligibility documents*

- (ii) The bidder must have been in operation for a minimum of 3 years, as on the date of publication of this RFP, 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. In addition, the bidder 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 FY (i.e. FY 2015-16, 2016-17 & 2017-18).

*Documentary proof (Completion certificate of projects/jobs, etc.) shall be submitted as evidence to confirm the criteria.*

- (iii) The Bidder should have minimum average annual turnover of Rs. 10 Crores from business related to Media/Advertising/Publicity for last three consecutive financial years (FY 2015-16, 2016-17 & 2017-18).

*A certificate from the Statutory Auditor/CA as proof of Annual Turnover shall be submitted in Form T-4.*

- (iv) The Bidder should have positive net worth for each of the last three financial years (FY 2015-16, 2016-17 & 2017-18).

*A certificate from the Statutory Auditor/CA as proof of Net Worth shall be submitted in Form T-4*

Note: In case of the discovery at any stage about false information and submission of fake/tampered documents in support of the above or suppression of facts, the proposal shall be rejected by IHMCL. In such a case, IHMCL reserves the right to blacklist such agency for a period as per its own discretion.

- (v) The Bidder should not have been sanctioned or blacklisted or debarred by any government department/agency/PSU for material non-performance or contractual non-compliance in the last 3 years.  
*(Undertaking to be provided by the Authorized Signatory of the Bidder on its letterhead)*
- (vi) In case of a Consortium, the combined technical capability and net worth of those Members, who have and shall continue to have an equity share of at least 26% (twenty six per cent) each in the consortium, should satisfy the above conditions of eligibility;
- (vii) In computing the Eligibility Criteria of the Bidder/ Consortium Members under Clauses 4.1, the Technical Capacity of their respective Associates would also be eligible hereunder.

For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder or the Consortium Member shall be provided to demonstrate that a person is an Associate of the Bidder or the Consortium as the case may be.

#### 4.2 Preparation and submission of application:

- i. Language of application
  - a. All correspondence and documentation related to the application exchanged between the Applicant and IHMCL shall be in English language. The Applicant shall be solely responsible for the accuracy of English Translation of various documents submitted by him to IHMCL.

- b. The application shall be submitted online only on e-procurement portal as specified in relevant Clause. **Hardcopies submitted, apart from listed physical document shall not be considered for evaluation.**

#### 4.3 Procedure for preparation of applications

The application should be submitted duly filled in prescribed formats at the e-tender portal and supporting documents as under:

##### A. Qualification

- i. Application Form T-1: Covering Letter;
- ii. Brief information about the Applicant duly filled in Form T-2: Brief Information about the Applicant(s);
- iii. Duly notarized Original Power of Attorney in favor of Authorized Signatory as per Form T-3: Format for Power of Attorney, or Form T-3(a): Format for Power of Attorney for Consortium
- iv. Duly filled Form T-4: Financial Details
- v. Duly Filled Form T-5: Joint Bidding Agreement (if applicable)
- vi. Cost of RFP bidding documents in the form of Demand Draft or A/c payee pay order
- vii. EMD be in the form of a demand draft / pay order drawn in favour of "Indian Highways Management Company Ltd." on any Scheduled bank payable at New Delhi
- viii. Certified copies of other documents as required under Annexures.

##### B. Financial Bids

- i. Financial bid shall be submitted only via the online portal in the prescribed format. The Form F-1: Format for Financial Bid Submission has only been included for reference.
- ii. The bid should include all the charges payable in full compliance to the Scope of Work and other terms specified in the RFP document. No additional payments whatsoever are envisaged.
- iii. The bid should include all statutory taxes/ levies / surcharge on tax etc., excluding GST (that shall be reimbursed separately by IHMCL as per prevailing rates)
- iv. In case of any difference in figures and words, the amount mentioned in words will prevail.

#### 4.4 Procedure for submission of applications

- i. Bid must be submitted online **ONLY** at <http://etenders.gov.in> during the validity of registration with the e-Tendering Portal being managed by National Informatics Centre (NIC), i.e. <http://etenders.gov.in>. To participate in e-

- tendering, the intending participants shall register themselves in the website of URL.
- ii. No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium.
  - iii. Bidders/Applicants are advised to go through the FAQs, guidelines, instructions, manuals, policies, system setting procedures etc. as provided in the e-Procurement portal.
  - iv. Tender form and relevant documents will not be sold /issued manually from offices.
  - v. Bidders are required to upload scanned copies of Bid Security, proof of online payment of cost Bidding Documents, Power of Attorney and other relevant document on the e-procurement portal. Physical Documents are to be submitted to IHMCL as per dates mentioned in the section "Key Dates".
  - vi. The date and time for online submission as mentioned in the section RFP document shall be strictly followed in all cases. The bidder/Applicants should ensure that their tender is submitted online before the expiry of the scheduled date and time. No delay on account of any cause will be entertained. Tender(s) not submitted online will not be entertained.
  - vii. If for any reason, any interested bidder fails to complete any online stages during the complete tender cycle, IHMCL shall not be responsible for that and any grievance regarding that shall not be entertained.
  - viii. In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of any Member, which Member shall thereafter be identified as the Lead Member, in the format at Form T-3(a): Format for Power of Attorney. In case the Bidder is a Consortium, Joint Bidding Agreement in the format of Form T-5: Joint Bidding Agreement shall be submitted by the Bidder.
  - ix. In case the Bidder is a Consortium, it shall comply with the following additional requirements:
    - a. Number of members in a Consortium shall not exceed 2 (two). However, none of the members in a Consortium should be under any sort of ineligibility under the Bidding Documents;
    - b. subject to the provisions of clause (a) above, the Bid should contain the information required for each member of the Consortium;
    - c. members of the Consortium shall nominate one member as the lead member (the "Lead Member"). The nomination(s) shall be supported by a Power of Attorney, as per the format at Form T-3(a): Format for Power of Attorney, signed by all the other members of the Consortium;
    - d. the Bid should include a brief description of the roles and responsibilities of individual members;
    - e. an individual Bidder cannot at the same time be member of a Consortium applying RFP. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for RFP;
    - f. members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Form T-5: Joint Bidding Agreement (the "Joint Bidding Agreement"), for the purpose of submitting

a Bid. The Joint. Bidding Agreement, to be submitted along with the Application, shall, inter alia:

- i. clearly outline the proposed roles and responsibilities, if any, of each member;
- ii. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Contractor in relation to the Project throughout the subsistence of the Agreement; and
- iii. except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint. Bidding Agreement without the prior written consent of the Authority.

#### 4.5 Modification /Substitution/ Withdrawal of Bids

- i. The Bidder may modify, substitute or withdraw its bid after submission prior to the Bid Due Date as per standard e-procurement practice. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- ii. Any alternative/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by IHMCL, shall be disregarded.

#### 4.6 Opening, and evaluation of bids

- i. The applications received by IHMCL will be examined and evaluated in accordance with the provisions set out herein.
- ii. IHMCL reserves the right to reject any application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by IHMCL in respect of such applications.
- iii. In the first stage the Evaluation Committee shall examine the statement of qualification furnished by the Applicant in support of their fulfilment of eligibility against the prescribed criteria. An application shall be considered Responsive only if:
  - (a) The prescribed documents above are received by IHMCL in the manner prescribed above with proper seal and signature.
  - (b) Cost of RFP/ Bid Documents & EMD is submitted in the prescribed amount and manner.
  - (c) The application contains all the required documents and information in the prescribed manner.
  - (d) The Applicant qualifies the prescribed eligibility criteria.and

- (e) The application does not contain any pre-condition, assumption or qualification;
- iv. Post completion of the evaluation stage, IHMCL will open the Financial bids on the date and time prescribed. Prior to evaluation of the bids, IHMCL 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 the Authorized Signatory holding Power of Attorney and Signatory are not the same
    - b) If a bidder submits a conditional bid or makes changes in the terms and conditions given in this RFP document
    - c) Failure to comply with all the requirements of RFP document by a bidder
    - d) If the financial bid is not submitted in the formats prescribed in the RFP document
    - e) 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.  
and
    - f) The bid does not contain any pre-condition, assumption or qualification;
  - v. IHMCL will announce the Bidder who quotes minimum Financial Bid as the Successful Bidder.
  - vi. No Applicant shall submit more than one application. If more than one application is received from the same Applicant, all such applications shall be summarily rejected.
  - vii. IHMCL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
    - a. Suspend and/or cancel the bidding process at any time till signing of Contract Agreement, and/or amend and/or supplement the process or modify the dates or other terms and conditions relating thereto;
    - b. Consult any Applicant in order to receive clarification or further information or documents;
    - c. Retain any information and/ or evidence submitted to IHMCL by, on behalf of, and/ or in relation to any Applicant; and/or;
    - d. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
  - viii. IHMCL is not bound to reply/ respond to any representation/ letter or request for change in scope of work, eligibility criteria or any relaxation in conditions. No correspondence will be entertained on this matter.



- ix. It shall be deemed that by submitting the application, the Applicant agrees and releases IHMCL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection with the bidding process and waives, to the fullest extent permitted by Applicable Law, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- x. Verification and Dis-qualification: IHMCL reserves the right to verify all statements, information and documents submitted by the Applicant and the Applicants shall, when so required by IHMCL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by IHMCL shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of IHMCL thereunder.

#### 4.7 Award of Work

- i. IHMCL will announce the name of the Selected Bidder, which shall be awarded the task for managing the creative work as provided in Annexure A: Scope of Work.
- ii. IHMCL retains the right to amend the list of works provided in Annexure A: Scope of Work without assigning any reason at any time during the Contract Period. IHMCL makes no commitments, expressed or implied, that the full scope of work as described in this RFP will be commissioned.
- iii. IHMCL will issue a Letter of Award (LoA) to the Selected Bidder, and upon receipt of the LoA, the Selected Bidder shall be required to furnish an unconditional and irrevocable Performance Security in the form of a Performance Bank Guarantee (PBG) through SFMS mode that shall be visible in New Delhi Branch in the format specified under "Format for Submission of PBG" within a period of 15 days. The PBG shall be for an amount of 10% of the amount quoted by the Successful Bidder and should be in favour of "Indian Highways Management Company Limited", New Delhi. The Performance Security shall be valid throughout the period of contract, which may be extended appropriately such that it remains valid until one year beyond completion of the contract.

#### 4.8 Prices and Payment Terms

- i. Payments will be made in Indian Rupees only.

- ii. The payment shall be made after successful completion of work and sign-off of each work of items (as mentioned in Price Bid Format) by IHMCL on monthly basis subject to penalty as per RFP provisions.
- iii. GST as applicable, which will be levied on the goods and services invoiced by the Service Provider to IHMCL, will be reimbursed on actual basis.
- iv. IHMCL reserves the right to ask the Service Provider to submit proof of payment against any of the taxes, duties, levies indicated.
  - v. All payments shall be made subject to adjustment of applicable damages.
- vi. No amount or cost shall be payable for holding discussion, as considered necessary by IHMCL, for any purpose with IHMCL's Officials at IHMCL's Head Office or elsewhere, prior, during or after the conduct of an assignment.
- vii. Prices quoted by the bidder shall be excluding GST and fixed for the entire Contract period.

----- xxxx -----

## Annexure A: Scope of Work

The successful bidder shall carry out all roles/responsibilities of Creative Agency as defined in the documents by IHMCL.

### 1.1 Brief Scope of Work

In order to formulate a Media & Communications strategy and to implement a 360-degree Media Campaign activity, services of a creative agency is required, initially for a period of two (2) years extendable for a maximum period of another one years at the sole discretion of IHMCL. The brief Scope of Work of the Bidder includes the following:

- a. The Bidder will be responsible for the overall branding of NETC program across all mediums which can help IHMCL/NHAI in promoting the benefits and sale of FASTag and the NETC program.
- b. Conceptualize and develop Information, Education and Communication (IEC) materials for Radio, TV in different formats like spots/ jingles, Cinema ads, short films, interactive shows, audio visual material in any other formats as per requirement.
- c. Conceptualize, design and other pre-press work for the IEC print materials like brochures, booklets, primers, guidelines, folders, leaflets, posters, calendars, annual reports etc.
- d. Conceptualize and design including writing of copy of the press advertisements, curtain raisers, briefs, Press Releases, Articles for magazines & newspapers, Newsletters, Reports, Testimonials, on various activities/events of IHMCL.
- e. Conceptualize and design material for outdoor IEC activities like hoardings, bus/train panels, bus shelters, panels & posters in metro rail and metro stations, railway stations and airports, illuminated signage, wall paintings, display panels, other exhibition materials etc.
- f. Conceptualize and design IEC materials for dissemination of information through social media and innovative mediums like web pages, internet, and mobile telephone and for interpersonal communication.
- g. Advise IHMCL on appropriate communication strategy including media options and formats for campaigns.
- h. The IEC materials for all the above formats are required to be made in Hindi, English and other regional languages as per requirement, if any.
- i. Conceptualize and conduct workshops, event coverage and launches.

### 1.2 Print

The Bidder will be required to conceptualize, design and develop creative for print medium including but not limiting to the following:

- a. Newspaper Ads: Full page Ads, Quarter Page Ads and Half Page Ads. The list of Newspapers under different genre which will be required to cover for articles geographically (10 Metros/Cities). The indicative list is

provided at Annexure B: Indicative list of News Papers. The materials are required to be made in Hindi, English and other regional languages as per requirement, if any.

- b. Magazines Articles: Distinguished personalities and experts from different domains such as media, politics, science & technology, Industry, health, social welfare etc. may be invited to write articles regarding on-going discussions/activities on the portal, emerging themes and new activities that may be added etc. Personalities from various fields may be identified and summary of comments of 3-5 relevant discussion threads/contests of national importance or specific topics may be sent to domain experts along with invite letter from CMD, IHMCL. Alternatively, experts may suggest topics for writing, as they deem fit.
- c. Magazine Advertorials: Advertorials may be published in leading magazines for promoting the NETC program and FASTag. The List of Magazines under different genre which will be required to cover for articles and advertorials are enclosed as Annexure C: Indicative List of Magazines.
- d. Periodicals/Newsletters/Annual Report: Newsletters will be written on periodic basis and widely circulated. It covers achievements, upcoming projects etc.

### 1.3 Radio

The Radio campaigns will be in form as under, but not limiting to:

- a. Radio Spot: The Bidder will be required to make creative for the Radio spot in the form of Script, Messages, Lyrics, Jingle, etc. The Bidder shall prepare a comprehensive media plan which shall be approved by IHMCL for Radio covering the following two kinds of radio spots-
  - i. IHMCL Generic spot
  - ii. Spot based on specific topic. The Radio spots may be dubbed in regional languages.
- b. The duration of campaigns may be of 10, 20 or 30 seconds depending upon the requirements.

### 1.4 Promotional Videos

The work shall include the following:

- a. The Bidder will be responsible for conceptualizing, creating and producing the films under this engagement. All Films will be freshly shot for this engagement. All graphics/animations/images used must be developed ab initio or bought under applicable laws for the end consumption for IHMCL.
- b. The duration of campaigns may be upto 60 seconds depending upon the requirements.

## 1.5 Outdoor Media

The Bidder will be responsible for conceptualizing, creating and designing creative material for outdoor IEC activities like NETC Program/FASTag Posters, Hoardings, bus/train panels, bus shelters, illuminated LED screens/digital signage, wall paintings, display panels/boards, or any other materials which may be displayed at prominent places such as Airports, Metro Stations, Railway Stations, Bus stops, corporate office campuses and other public places. Further, the Bidder will be required to identify such prominent places for the outdoor media which may include but not limiting to the aforementioned places. The Bidder will support in buying space and monitor the upkeep of outdoor media as per the approved media plan.

## 1.6 Social Media

The Bidder will be required to undertake a comprehensive social media campaign on social media including but not limiting to on Twitter, Facebook, YouTube, Instagram etc. The campaign may involve creation of creative, films, advertisements, web posts, blog bursting, etc. Indicative list of activities for Twitter and YouTube are listed as under for reference, however final list of activities shall be designed based on the requirement of IHMCL/NHAI on selected social media platforms.

- a. Twitter: The Twitter account may be created and at least 1 tweet daily on important ongoing/upcoming activities on the platform. New tasks/contests/discussions/groups/rewards may be tweeted about on a daily basis.
- b. YouTube: a NETC/FASTag channel on You Tube may be created wherein all audio visual media, interviews, animated films etc. may be posted. Pre-roll ad (TrueView format ads- skippable as well as non-skippable) which is a promotional video message that plays before the content the user has selected may be created and posted on most watched or popular videos to increase branding and promotion. The total number of campaigns envisaged within the medium shall be two (2) campaigns per month.

## 1.7 Miscellaneous Work

The Bidder may be required to undertake miscellaneous work that may include either, or combination, of the following

- a. Adaptation & Replication of creatives produced for the print, television, outdoor, online.
- b. Other media for use, as per the requirement of publications, channels, outdoor sites\_ websites & portals, etc. The Bidder would also be required to carry out adaptation and replication of creatives as per the requirements of offices as well.
- c. Providing strategic inputs for the creative campaigns of IHMCL.
- d. Preparing and maintaining an inventory of Television Commercials, Films, Images and creatives of IHMCL.
- e. Designing the user interface of various portals/mobile applications developed by IHMCL for promotion/usage of FASTag/NETC program.
- f. Any other minor creative work that may be assigned by IHMCL 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.
- g. The work may also include development work required for the NETC program, but not included within the scope above. Rates for such works may be decided basis mutual agreement between IHMCL and the Bidder.

## 1.8 Other Conditions

- a. The Bidder shall obtain approval from IHMCL for all campaign plans, strategies, and materials produced. The Bidder shall provide a schedule of proposed media placements in consultation with IHMCL.
- b. IHMCL will provide/facilitate all technical inputs and will work closely with the Bidder in the formulation and planning of the required activities.
- c. All the media release shall happen either through selected Bidder 's own or sub-contracted 'production- cum- release- houses', or shall be done through Government appointed Bidder. IHMCL reserves the right for the final selection of 'production-cum -release-houses'.
- d. The engagement shall be initially for 2 years from the date of signing of contract which shall be reviewed periodically to assess the performance during the specified duration of empanelment.
- e. The Bidder will be required to submit details on each activity/event conducted, including the relevant artwork.

## 1.9 Intellectual Property Rights

- a. IHMCL shall remain the owner of all the content conceptualized, created, and implemented by the Bidder under this RFP. All intellectual property rights in the content whether in tangible or intangible form shall belong to IHMCL and the Bidder has no right to assign, license, sell, or use any content

conceptualized, created and implemented under this RFP and/or accompanying Master Service Agreement to any third party under any circumstances.

- b. All the content conceptualized, created and implemented by the Bidder whether in tangible or intangible form shall bear relevant copyright notices in the name of IHMCL.
- c. The Bidder shall take all such appropriate legal actions to safeguard violation of IHMCL's intellectual property rights, if any.
- d. The ownership of all print / outdoor / online creatives, TV commercials, radio jingles/ spots and publicity material produced/ designed through the Bidder will rest with IHMCL at any/all times.
- e. The Bidder, or its employees/ associates including 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.
- f. The Bidder will provide the creatives and publicity & promotional material in standard international formats as would be required and conveyed by IHMCL.
- g. The Bidder will be responsible for copy right issues concerning usage of images, footage, text material, etc. obtained through various sources. IHMCL will not be a party to any disputes arising out of copyright violation by the Bidder.
- h. The Bidder will be responsible for obtaining any permission that may be required for undertaking work as detailed in this RFP Document. IHMCL will assist the Bidder in this regard, wherever possible.
- i. The Bidder will at no time resort to plagiarism. IHMCL will not be a party to any dispute arising on account of plagiarism resorted to by the Bidder.
- j. IHMCL reserves the right to place an order for the full or part quantities under any items of work under scope of work.

#### 1.10 Deliverable Timelines and Penalties

- a. The Bidder will be required to submit the comprehensive strategy for branding of FASTag in 30 days from the effective date of the contract or Intimation from IHMCL. This strategy document and other initiatives would be taken up for defining each assignment and the timelines will be agreed upon for each of such assignment. The Bidder will be required to extend all the support required to meet the intended objectives of the comprehensive strategy.
- b. In case it is noticed that Bidder 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 ("Missed Penalty")
- c. If the delivery of any item(s) is delayed from the delivery schedule approved by IHMCL, a penalty @ 1% of the total cost of that item, per week would be imposed ("Delayed Penalty").

- d. The penalties across various categories (Missed Penalty and Delayed Penalty) shall be aggregated to compute the total penalty (“Total Penalty”) that shall be deducted from the total monthly payments. However, the levied penalty (“Levied Penalty”) for any month shall not exceed 20% of the total Monthly Payments for any month.
- e. If the Total Penalty exceeds 50% of monthly payments for any three consecutive months, IHMCL may adopt the following measures:
  - a. Notice to the Service Provider regarding unacceptable system performance and to fix the system by ensuring the Total Penalty does not exceed 25% of Monthly Payment for the next month (“Curing Period”)
  - b. If the Service Provider is not able to bring the system as per specifications within the cure period, IHMCL reserves the right to terminate the Contract with the Service Provider as per conditions agreed in the Concession Agreement.



## Annexure B: Indicative list of News Papers

### Indicative List of News Papers

Serial no.	News Papers (English)	News Papers (Hindi)	Other Language(s)
1	The Hindu	Danik Bhaskar	Malyam Monrama
2	Times of India	Punjab kesri	Eenadu
3	Hindustan times	Danik Jagran	Dinathanthi
4	Mint	Rajasthan Patrika	
5	Deccan Chronical	Amarujala	
6	Economics Times		
7	Deccan Herald		

## Annexure C: Indicative List of Magazines

### Indicative List of Magazines

Serial Number	Genre	Name of Magazines (English)	Name of Magazines (Hindi)
1	Current Affairs	India today (Weekly)	India today
		The Week	
		Frontline	
		Outlook	Outlook Saptahik
2	Business	Business World	
		Business Today (Fortnightly)	
		Business India (Fortnightly)	
		Forbes India	
		Outlook Business	
3	Automobile	Auto Car	
		Over Drive	
		Top gear	

## Annexure D: Performa for Submitting Written Queries

*(To be submitted in doc/editable format only at info@ihmcl.com)*

**Sub.: Selection of Creative Agency for IHMCL (to be submitted via email in excel format only)**

Name of Company: \_\_\_\_\_,

Name of Person \_\_\_\_\_

Contact No. \_\_\_\_\_, line

Email Id: \_\_\_\_\_

S. No.	Page no. of RFP	Clause	RFP Statement	Query	Remarks

## Annexure E: Formats for Bid Submission

*(To be prepared on letterhead of the Applicant)*

To

The General Manager

Indian Highways Management Co. Ltd. (IHMCL)  
2nd Floor, MTNL Building,  
Sector 19, Dwarka  
New Delhi 110 075

**Subject: Selection of Creative Agency for IHMCL**

**Ref. No.**      RFP. No. \_\_\_\_\_ dated \_\_\_\_\_

Dear Sir,

1. I/We, the undersigned, have carefully examined the contents of the document including amendments/ addendums (if any) thereof and undertake to fully comply and abide by the terms and conditions specified therein and hereby submit our application. Our application is unconditional and unqualified.
2. I/We undertake that, in competing for (and, if the award is made to us), for executing the above contract, we will strictly observe the laws against fraud and corruption in force in India.
3. I/We understand that:
  - a. this application, if found incomplete in any respect and/ or if found with conditional compliance or not accompanied with the requisite application fee and/ or prescribed supporting document shall be summarily rejected.
  - b. if at any time, any averments made or information furnished as part of this application is found incorrect, then the application will be rejected
  - c. IHMCL is not bound to accept any/ all application(s) it will receive.
4. I/We declare that:
  - a. I/We have not been declared ineligible by IHMCL, NHAI or Ministry of Road Transport & Highways, Government of India or any other agency for indulging in corrupt or fraudulent practices. I/We also confirm that I/We have not been declared as non-performing or debarred by NHAI or Ministry of Road Transport & Highways, Government of India.

- b. (b) I/We haven't been blacklisted by a Central/ State Government institution/ Public Sector Undertaking/ Autonomous body and there has been no litigation with any Government Department/ PSU/ Autonomous body on account of similar services.
5. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(ies) the Net Worth criteria and meet(s) all the requirements as specified in the RFP document.
6. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for this Project.
- 7.
8. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
9. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
10. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.
11. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
12. I/We acknowledge and undertake that our Consortium is qualified on the basis of Technical Capacity and Financial Capacity of those of its Members who shall, for the period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six percent) of the subscribed and paid up equity of the Contractor; and (ii) 5% (five percent) of the Total Project Cost specified in the Agreement. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Agreement in respect of Change in Ownership.
13. I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity shall be taken into consideration for the purposes of selection as Contractor under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
14. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/2013, or shall incorporate as such prior to execution of the Agreement.

15. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
16. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.
17. The Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, our own estimates of costs and after a careful assessment of the conditions that may affect the Project cost and implementation of the Project.
18. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
19. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Contractor under the Concession Agreement till occurrence of Financial Close in accordance with the Agreement.}
20. I/We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.
21. I/ We hereby submit our Bid as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement

Name .....

Designation/ Title of the Authorized Signatory.....

**Note:** Paragraphs in curly parenthesis may be omitted by the Bidders, if not applicable to it, or modified as necessary to reflect Bidder-specific particulars.

Form T-2: Brief Information about the Applicant(s)

(To be prepared on letterhead of the Applicant)

**Subject: Selection of Creative Agency for IHMCL**

**Ref. No.** RFP. No. \_\_\_\_\_ dated \_\_\_\_\_

1. (a) Name of Applicant:  
(b) Year of establishment:  
(c) Registered Address:  
(d) Constitution of the Applicant entity e.g. Government enterprise, private limited company, limited company, etc.
2. Address for correspondence with Telephone/ Fax numbers/ e-mail address:  
(a) Complete postal address:  
(b) Fixed telephone number  
(c) Mobile number  
(d) E-mail address
3. Name of the Statutory Auditor/CA certifying the documents along with his/ her Membership number, if applicable:
4. In case of a Consortium:
  - a. The information above (1-3) should be provided for all the Members of the Consortium.
  - b. A copy of the Joint Bidding Agreement, as envisaged in Form T-5: Joint Bidding Agreement should be attached to the Application.
  - c. Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role*	Percentage of equity in the Consortium
1.			
2.			
3.			
4.			

\* The role of each Member, as may be determined by the Bidder, should be indicated in accordance with relevant instruction.

5. The following information shall also be provided for each Member of the Consortium:

**Name of Bidder/ member of Consortium:**

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred <sup>£</sup> by the Central/ State Government, or any entity controlled by it, from participating in any project.		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid		
3.	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

7. Details of Project(s) meeting the qualifying criteria with documentary evidence (Purchase Order/Work Order/Certificate from client)

Serial No.	Consortium Member	Project Name	Project Agency	Project Value	Duration

*Please add additional rows if required*

8. Does the Bidder have minimum average annual turnover of Rs. 10 Crores from business related to Media/ Advertising/Publicity for last three consecutive financial years (FY 2015-16, 2016-17 & 2017-18):

Yes/No

*Please include evidence as per Form T-4*

9. Does the Bidder have positive net worth for each of the last three financial years (FY 2015-16, 2016-17 & 2017-18):

Yes/No

*Please include evidence as per Form T-4*

<sup>£</sup> or has been declared by the Authority as non-performer/blacklisted.



10. Has the Bidder been sanctioned or blacklisted or debarred by any government department/agency/PSU for material non-performance or contractual non-compliance in the last 3 years.  
Yes/No

Name .....

Designation/ Title of the Authorized Signatory.....

Form T-3: Format for Power of Attorney

Know all men by these presents, we, ..... (Name of Company and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms..... son/daughter/ wife of..... and presently residing at ....., who is presently employed with us/the Lead Member of our Consortium and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the "Authorized Signatory or Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for empanelment and financial e-bids for above mentioned RFP, proposed by Indian Highways Management Company Limited, including but not limited to signing and submission of all applications, bid(s) and other documents and writings, and providing information/ responses to IHMCL, representing us in all matters before IHMCL, signing and execution of all contracts and undertakings consequent to acceptance of our bid and generally dealing with IHMCL in all matters in connection with or relating to or arising out of our application or bid and/or upon award thereof to us.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Signatory or Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative/ Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, .....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 2019

For .....  
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted  
.....  
(Signature, name, designation and address of the Attorney)

**Notes:**

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. **The Power of Attorney should be executed on a non-judicial stamp paper of appropriate denomination and should be registered or duly notarised by a notary public.** Wherever required, the Applicant should submit for verification the extracts of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

*For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants*

*from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostles certificate.*

Form T-3(a): Format for Power of Attorney for Consortiums

Format for Power of Attorney for Lead Member of Consortium

Whereas the IHMCL (“the Company”) has invited bids from interested parties for ..... (the Project”). Whereas, ....., ..... and ..... (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and company to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, ..... having our registered office at ....., M/s. ...., having our registered office at ....., and M/s. ...., having our registered office at ....., (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s....., having its registered office at ....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Concession/ Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Company, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Agreement is entered into with the Company.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of

the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 20.....

For .....

(Signature, Name & Title)

For .....

(Signature, Name & Title)

For .....

(Signature, Name & Title)

Witnesses:

1.

2.

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when*

*it is so required, the same should be under common seal affixed in accordance with the required procedure.*

- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

Form T-4: Financial Details

*Certificate from the Statutory Auditor/CA as proof of Net Worth and Annual Turnover*

	Annual Turnover			Average Turnover	Net Worth			Average Net Worth
	Year 1 <sup>1</sup>	Year 2 <sup>2</sup>	Year 3 <sup>2</sup>		Year 1 <sup>2</sup>	Year 2 <sup>2</sup>	Year 3 <sup>2</sup>	
<i>Bidder Type</i>	<i>Single entity Bidder or Lead Member including other members of the Joint Venture</i>							
<i>Bidder Name</i>								
<i>Currency</i> <sup>\$\$</sup>								
<i>Equivalent Indian Rupees (INR)</i>								

<sup>\$\$</sup> For conversion of other currencies into rupees, the conversion rate of USD, or applicable currency, into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India for the relevant date. Where relevant date should be as on the date 28 (twenty-eight) days prior to the Bid Due Date

A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.

---

<sup>11</sup> As per requirements of the RFP.

**Format for Joint Bidding Agreement for Consortium**

*(To be executed on Stamp paper of appropriate value)*

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ..... 20...

**AMONGST**

1. {..... Limited, and having its registered office at ..... } (hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

2. {..... Limited, having its registered office at ..... } and (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

3. {..... Limited, and having its registered office at .....} (hereinafter referred to as the "**Third Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, {SECOND and THIRD} PART are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**"

**WHEREAS,**

- (A) The Indian Highways Management Company Limited (IHMCL), having its principal offices at Second Floor, MTNL Building, Sector-19, Dwarka, Delhi, 110075, (hereinafter referred to as the "**Company**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the "**Bids**") by its Request for Proposal No. .... dated .....(the "**RFP**") for award of contract for ..... (the "**Project**") through public private partnership.
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and



- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

**NOW IT IS HEREBY AGREED as follows**

**1. Definitions and Interpretations**

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

**2. Consortium**

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

**3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the “**SPV**”) under the Indian Companies Act 1956/2013 for entering into an Agreement with the Company and for performing all its obligations as the Contractor in terms of the Agreement for the Project.

**4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding

Process and until the Appointed Date under the Agreement when all the obligations of the SPV shall become effective;

- (b) Party of the Second Part shall be {the Technical Member of the Consortium ;}

- {(c) Party of the Third Part shall be the Financial Member of the Consortium; and}
- {(d) Party of the Fourth Part shall be the Operation and Maintenance Member/ Other Member of the Consortium.}

**5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Agreement.

**6. Shareholding in the SPV**

The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

{Third Party:}

{Fourth Party:}

- 6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the closure of the project, be held by the Parties of the First, {Second and Third} Part whose experience and net worth have been reckoned for the purposes of qualification of the Bidder for the Project in terms of the RFP.
- 6.3 The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times between the commercial operation date of the Project and the second anniversary thereof, hold subscribed and paid up equity share capital of SPV equivalent to at least 5% (five per cent) of the Total Project Cost.
- 6.4 The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times until the second anniversary of the commercial operation date of the Project.
- 6.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Agreement.

6.6 The Parties undertake that the O&M Member shall subscribe and hold at least 10% (ten per cent) of the subscribed and paid up equity shares in the SPV in terms of the Agreement.}

## 7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and Company to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and Company to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
  - (i) require any consent or approval not already obtained;
  - (ii) violate any Applicable Law presently in effect and having applicability to it;
  - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
  - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have

a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

**8. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not qualified/selected or upon return of the Bid Security by the Company to the Bidder, as the case may be.

**9. Miscellaneous**

9.1 This Joint Bidding Agreement shall be governed by laws of {India}.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Company.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED  
For and on behalf of  
LEAD MEMBER by:

SIGNED, SEALED AND  
SECOND PART

(Signature)  
(Name)  
(Designation)  
(Address)

(Signature)  
(Name)  
(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED  
For and on behalf of  
THIRD PART

SIGNED, SEALED AND  
DELIVERED  
For and on behalf  
FOURTH PART

(Signature)  
(Name)

(Signature)  
(Name)

(Designation)  
(Address)

(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED  
For and on behalf of  
FIFTH PART

SIGNED, SEALED AND  
For and on behalf  
SIX PART

(Signature)  
(Name)  
(Designation)  
(Address)

(Signature)  
(Name)  
(Designation)  
(Address)

In the presence of:

1. 2.

**Notes:**

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and Company to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

**Performance Bank Guarantee (PBG)**

To  
Indian Highways Management Co. Ltd.  
2nd Floor, MTNL Building, Sector- 19,  
Dwarka,  
New Delhi- 110 075

WHEREAS M/s \_\_\_\_\_ [Name and address of Agency] (hereinafter called "the Service Provider") has applied in pursuance to IHMCL's Notice Inviting Tender (NIT) against RFP No. .... dated ..... for "-----" and has been adjudged successful bidder vide Letter of Award (LoA) No. .... dated ..... and has been asked to sign a Contract Agreement in terms of the said RFP.

AND WHEREAS it has been stipulated by IHMCL in the said letter that the Service Provider shall furnish a Bank Guarantee for the sum specified therein as security for compliance with his obligations in accordance with the terms & conditions of contract.

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

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

1. We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.
2. We further agree that no change or addition to or other modification of the terms of the Service Provider or of the works to be performed thereunder or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.
3. We undertake to pay to the IHMCL any money so demanded notwithstanding any dispute or disputes raised by the Service Provider(s) in any suit or proceedings pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Service Provider(s) shall have no claim against us for making such payment.

4. The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Service Provider or of the Bank.
5. This guarantee shall also be operatable at our \_\_\_\_\_ branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
6. This bank guarantee shall be valid from .....
7. Notwithstanding anything contained herein:
  - (i) Our liability under this Bank Guarantee shall not exceed ...../-
  - (ii) The Bank Guarantee shall be valid up to.....
  - (iii) We are liable to pay the Guarantee amount or any part thereof under this Guarantee only and only if you serve upon us a written claim or demand on or before .....

Date :

Name:  
 Designation:  
 Employee Code Number:  
 Telephone Number:

Name of issuing bank branch \_\_\_\_\_

Address \_\_\_\_\_

Telephone number \_\_\_\_\_

E-mail: \_\_\_\_\_

Name of controlling bank branch \_\_\_\_\_

Address \_\_\_\_\_

Telephone number \_\_\_\_\_

E-mail: \_\_\_\_\_

Name of bank branch at New Delhi \_\_\_\_\_

Address \_\_\_\_\_

Telephone number \_\_\_\_\_

E-mail: \_\_\_\_\_

Form F-1: Format for Financial Bid Submission

(To be submitted ONLY via in the excel format uploaded on the website) The following format is included for reference

Item of Work <sup>1</sup>	Quantity <sup>2</sup> (A)	Unit Rate <sup>3</sup> (in Rs.) (B)	Total Cost (in Rs.) (C) = (A) * (B)
<b>Category A - Print Media</b>			
Item 1. Print (News Paper Ad - Full Page)	6		
Item 2. Print (News Paper Ad - Quarter Page)	6		
Item 3. Print (News Paper Ad - Half Page)	6		
Item 4. Print (Magazine articles, Newsletters, etc.)	12		
Item 5. Print (Others)	4		
<b>Sub-Total Category A (Item 1 + Item 2 + Item 3 + Item 4 + Item 5)</b>			
<b>Category B - Radio + Video + Outdoor Media + Social Media</b>			
Item 6. Radio (30 seconds)	4		
Item 7. Radio (20 seconds)	4		
Item 8. Radio (10 seconds)	6		
Item 9. Promotional Video	4		
Item 10. Outdoor Media	6		
Item 11. Social Media (per month)	12		
<b>Sub-Total Category B (Item 6 + Item 7 + Item 8 + Item 9 + Item 10 + Item 11)</b>			
<b>Category C - Miscellaneous Items</b>			
Item 12. Miscellaneous Works (Adaptation and replication of creatives)	4		
Item 13. Miscellaneous Works (Strategic inputs for campaigns)	1		
Item 14. Miscellaneous Works (Maintaining inventory)	1		
Item 15. Miscellaneous Works (User interface of mobile application(s)/website)	3		
Item 16. Miscellaneous Works (Promotional Material/logo design)	3		
<b>Sub-Total Category C (Item 12 + Item 13 + Item 14 + Item 15 + Item 16)</b>			
<b>Total Value = Sub-Total Category A + Sub-Total Category B + Sub-Total Category C</b>			

<sup>1</sup> Bidders are advised to refer to Annexure A: Scope of Work for detailed activities included within each of the above item of work



<sup>2</sup> *The above quantity and item list is indicative, and IHMCL reserves the right to vary the same. The payment for additional quantity (ies), if any, shall be as per unit rate specified by the Bidder against the Item.*

<sup>3</sup> *The above unit rates are inclusive of all taxes, levies, etc. but exclusive of GST*