

## Notice Inviting Tender

### Sub: Empanelment of Advertising Agencies

Insurance Regulatory and Development Authority of India (IRDAI) is a statutory body formed under an Act of Parliament to protect the interests of the policyholders, to regulate, promote and ensure orderly growth of the insurance industry and for matters connected therewith or incidental thereto. IRDAI invites bids for empanelment of advertising agencies with their registered office or a full-fledged regional/branch office located at Hyderabad for carrying out publication works in newspapers/periodicals costing about Rs. 600 lakh release order per year. The agencies are required to quote their lowest competitive rate as per Scope of Work and Terms and Conditions as per Annexures given below:

1. Scope of Work and general terms and conditions - **Annexure - A**
2. Technical Bid - **Annexure - B**
3. Financial Bid - **Annexure - C**
4. Application for Empanelment - **Annexure - D**

**A. Tender document and other forms** related to the tender are available on the website of IRDAI and can be downloaded from [www.irda.gov.in](http://www.irda.gov.in). However, bidders need to submit a hard copy of the complete Bid documents along with supporting documents, annexures, etc. at the below mentioned address:

Sr. JD (General)  
Insurance Regulatory and Development Authority of India,  
3<sup>rd</sup> Floor, Parishram Bhavan,  
Basheer Bagh,  
Hyderabad - 500 004  
INDIA

### **B. Two Part sealed Bid:**

#### **Part - I constitutes**

- 1) **“Technical Bid” in a separate sealed envelope**
- 2) **Earnest Money Deposit (EMD)** of Rs.50,000/- (Rupees Fifty thousand only) in the form of DD in favour of **Insurance Regulatory and Development Authority of India (IRDAI)** drawn on a scheduled commercial bank payable at Hyderabad **in a separate sealed envelope**. Appendix-B.
- 3) **Micro & Small Scale Units:-** The following facilities are extended to Micro & Small Scale Units registered with National Small Industries Corporation, Nirman Bhawan, New Delhi:-
  - I. Exemption from payment of Earnest Money, and
  - II. Waiver of Security Deposit upto the monetary limit for which the unit is registered

**Part - II constitutes:** Financial Bid valid for 180 days.

- C. Clarification on bid documents:** Submission of the tender by the bidder implies that he has read all the documents and has made himself fully aware of the work. In case any clarification is needed on the bid documents, please make all your correspondence to the undersigned. All such clarifications should reach this office five (5) days before the close of the bid date to be eligible for written reply from us. Any clarification received less than five days before the close of the bid date will not be answered.
- D. Last Date for Submission of Bid:** Bids, complete in all respects, must reach before 3.00 p.m on date 20<sup>th</sup> Nov, 2015 at Insurance Regulatory and Development Authority of India (IRDAI), 3rdFloor, Parashrama Bhavan, Basheer Bagh, Hyderabad - 500004. The bids will be opened on the same day at 4 p.m and the bidders / representative may be present, if they so desire.
- E. Important Notice:** An incomplete and/or ambiguous and/or late submission is liable to be ignored / summarily rejected.

## SCOPE OF WORK

The Empanelled agency(ies) may be required to do one or more of the following publication works in newspapers/periodicals:

- I. Publication of Notice/s Inviting Tender (NIT)
- II. Recruitment advertisements,
- III. Authority campaign advertisements
- IV. Any other new media advertising.

The above scope of work is indicative only and not exhaustive.

**The price bid of only those bidders will be opened, which qualify in Part - I – Technical Bid and are successful as per qualifying criteria laid down.**

### Duration of Empanelment

The Empanelment of selected agencies shall be initially for a period of **two years**, which may be renewed up to one year in part or full depending upon performance of the empanelled agencies to the satisfaction of the Authority.

### Instructions and General terms and conditions

#### A. Job Allocation / Terms and Conditions

- I. The empanelled agencies will be asked to service IRDAI for release of advertisement as mentioned above.
- II. The agencies will be asked to give a list of newspapers along with DAVP and/or current rate cards after its empanelment with IRDAI.
- III. Bills for advertisement releases should be invariably supported by copies of bills from newspapers/magazines, voucher copies and other relevant bills, in triplicate. Payment will be made in each case after verifying these documents.
- IV. The agencies will not be paid any charges for Artwork, Art pull and production charges for Advertisement released and translation of material from English to Hindi or in any other Indian language, if required.
- V. Unsuccessful bidder's EMD will be returned after award of letter of intent to successful bidder. Successful bidder's EMD will be kept as a security deposit and will be returned on furnishing of performance bank security as per the tender terms and conditions.

#### VI. The EMD may be forfeited:

- a) If a bidder withdraws its bid during the period of bid validity specified by the bidder in the bid form.

**Or**

- b) In case of a successful bidder, if the bidder fails to acknowledge the order in accordance with the terms and conditions. No interest shall be payable by IRDAI on EMD amount, in any case, and/or performance security deposit.

- B. **Performance security deposit:** The successful Bidder shall furnish performance security deposit to the IRDAI for an amount of **Rs 1,50,000/- (Rs. One lakh fifty thousand only)** valid for 2 years after empanelment period (twenty four months)

within 15 days from the signing of the contract agreement, for performance obligation. The same will also be treated as performance security deposit towards defaults like non-delivery, cancellation, liquidated damages, recovery of any amount, etc.

- C. The performance security deposit shall be in the form of a Bank Guarantee from a Scheduled Bank or a Bankers Cheque or Demand Draft as given at Appendix – I (a).
- D. Payments shall be subject to deductions of any amount including recoveries, if any, for which the Bidder is liable under the contract. Further, all payments shall be made subject to deduction of TDS (Tax Deduction at Source) as per the Income-Tax Act, 1961 including addendums from time to time and any other taxes.
- E. All Payments shall be made in Indian Rupees only.
- F. No advance payment will be made by IRDAI on any account.
- G. The bills of the agency for advertisement releases should invariably be supported by the copies of the original publication bills, voucher copies, updated rate card of publishers and other relevant bills. Payment will be made in each case after verifying these documents.
- H. Any dispute or difference whatsoever arising between the parties out of or relating to the meaning or operation or effect of this contract or breach thereof shall be referred to the sole arbitration to be appointed by Chairman, IRDAI whose decision shall be final, concluding and binding on both the parties. The arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator will give speaking and reasoned award. During arbitration proceedings, no pendente interest will be paid to either of the parties. The venue of arbitration shall be Hyderabad.
- I. The courts in Hyderabad alone shall have the jurisdiction in respect of any legal proceedings arising out of these conditions.
- J. IRDAI reserves the right to terminate the services of any agency at any time without assigning any reason whatsoever.
- K. The decision of IRDAI with regard to selection of the agency will be final and binding and no communication in this regard will be entertained. It may be noted that IRDAI reserves the right to reject any or all the applications without assigning any reason whatsoever.
- L. The bidder must comply with the terms and conditions of contract. No deviations shall be entertained.
- M. **Force Majeure:** In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. The term “Force Majeure” as employed herein shall mean acts of God, War, Civil riots, Fire directly affecting the performance of the contract, Flood and Acts and Regulations of respective government of the two parties, namely IRDAI and the AGENCY/CONTRACTOR. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid

thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, IRDAI shall have the option of cancelling this contract, in whole or part, at its discretion without any liability on its part. Time for performance of the relative obligation suspended by Force Majeure shall then stand expended by the period for which such cause lasts.

**N. Liquidated damages and Payment Terms**

The following liquidated damages / payments regulating clauses with regard to advertisement will be applied:

- a) No payment shall be made in case advertisement is published beyond the specified date and in case of lapse, agency shall have to deposit 2% of the amount of publication (entire group) in which default has taken place as liquidated damages with IRDAI otherwise performance guarantee shall be forfeited. Alternatively, the amount of penalty will be deducted directly from the agency bill.
- b) In exceptional cases, if the campaign / newspaper does not get take off /published on the specified date due to strike/Bandh/Holiday, etc., the advertising agency shall seek IRDAI's permission for campaigns / printing advertisement on subsequent date for which revised Release Order (RO) (if required ) shall be given. In case of non-compliance, no payment shall be made for the publication(s) and liquidated damages shall be imposed as given at para N (a) above.
- c) In case of package (all editions) rates, if agencies/newspapers do not provide bifurcated rates, the amount shall be deducted on proportionate basis for those edition(s) in which default has taken place, i.e., non-publication within specified date given in R.O.

**O. Rates: The agency shall be paid at the following rates:**

- a. For advertisements in newspapers like tenders, notices, etc., agencies will be paid agency commission which will be within 5% on gross rates as allowed by Media Publishers to the advertising agencies as "remuneration" for the services rendered by the Agency for release of various advertisements. In this case, Service Tax will be paid to agency as per prevailing Government rule.

**Technical Bid**

**I. General Information:**

1. Name of the Advertising Agency and address of Registered Office:
2. Name of the Advertising Agency and address of Regional/Branch office in Hyderabad:
3. Details of Bidder: (Give details of each item separately along with documentary proof)
  - No. of persons working
  - No. of creative team members
  - Whether Art Department exists
  - No. of Media experts
  - Printing facility
  - No. of employees in office in Hyderabad
  - Any other
4. Year of establishment:
5. Legal status of the Agency (Proprietary/Partnership/Private Ltd./Public Ltd).
6. PAN details of the agency.
7. **Additional Information - to be filled in Annexure B (1)**
8. Are you serving IRDAI currently or served in the past
9. Details of awards, accolades in print media from the reputed publications like A&M etc. within last three years (attach copies of certificates).

**II. Qualifying Criteria:**

**A. Full INS Accreditation Certificate:** Continuous and regular INS accreditation for the last five years. (A certificate to this effect from INS addressed to IRDAI is required to be submitted along with the application).

Is the agency having full INS accreditation for the last five consecutive years	Yes/ No <i>(If yes please enclose Copy of certificate from INS)</i>
Is the agency having valid INS accreditation as on the last date of submission of the bid	Yes/ No
Details of INS Certificate	Ref. No ..... Date of Issue ..... Date of validity.....
Supporting Document/s	Copy of certificate to this effect from INS shall be submitted along with the application/bid by the Applicant/bidder

**B. Turnover:** Regular minimum press billing of Rs.3.5 crore per annum each for the last three financial years ending 31<sup>st</sup> March 2015. (A certificate to this effect duly signed and sealed by Chartered Accountant is required to be submitted).

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<b>A. Turnover details:</b>		
<b>Sl.</b>	<b>Financial year</b>	<b>Annual turnover in Rs. crore</b>
	2012-13	
	2013-14	
	2014-15	
	<b>Average annual turnover for the last three years</b>	

**Note:** Supported by certified copies of Balance sheet, Profit & Loss account and Income Tax Clearance Certificate (ITCC) duly certified by Chartered Accountant Firm for each of the years.

**C. Office locations:** Corporate or full-fledged Regional/Branch office in Hyderabad for the last 5 years.

**D. Experience:** Experience of handling media release work of atleast 2 Central/State Govt. entities / PSUs during the last two years. Supporting documents along with details of work and value of work done are required to be submitted along with the application.

### **III. Evaluation Procedure and allocation of business:**

**(a) For empanelment, the evaluation shall be done as under:**

An internal committee will oversee the evaluation procedure and allocation of business. Agencies are required to quote commission on RO within 5%. Three (3) financial bids will be selected for empanelment and L2 and L3 bidders will be asked to match with the rate of L1 bidder. In case there is a tie for any position, bidder with higher turnover will be considered for empanelment. The L2 and L3 bidders will be considered at par with the L1 bidder for the purpose of price. The decision of the committee shall be final and binding and no correspondence shall be entertained in this regard.

**(b) For the purpose of allocating business, following methodology will be implemented:-**

- (1) **L1 bidder:** will be awarded minimum 60% business
- (2) **L2 and L3 bidders:** The balance business will be distributed more or less equally.

### **IV. Submission of Documents:**

The applicants shall submit all relevant documents pertaining to qualifying criteria as mentioned above including the following along with their bids:

- (i) Particulars for empanelment of Advertising agencies along with required certificates / documents.
- (ii) A Corporate Profile/Brochure of the agency.
- (iii) All the pages of the bids should be duly signed by the authorized signatory/ies.

Place:

Signature of the Authorised Official/s

Date:

Seal of the agency



**Financial Bid**

**Rate: Agency to quote competitive rate within 5% agency commission on gross rates given by the Media Publications.**

**Commission charged on Release Order value in % by the Agency:**

<b>Particulars</b>	<b>Percentage charged</b>
<b>Commission charged on Release Order value in % by the Agency within 5%</b>	Number: ----- % In words: ----- per cent

**Note:**

- i. Agency Commission to be quoted in % of RO value only.
- ii. In case of discrepancy in number and words, the percentage in words will only taken.
- iii. No advance payment shall be made.
- iv. All items must be quoted failing which the bid is liable to be rejected.
- v. All taxes as per government rules.

Place:

Signature of the Authorised Official/s

Date:

Seal of the agency

**Additional Information**

**Particulars for Empanelment of Advertising Agencies  
(To be submitted by advertising agencies on their letter heads)**

- i) Name of the Advertising Agency:
- ii) Address of Office at Hyderabad:
  - Tel. Nos:
  - Fax No.:
  - Mobile No.:
  - Name of the contact person with designation:
  - E-Mail ID:
- iii) Full address of the other office/s, if any:
  - Tel. Nos:
  - Mobile No.:
- iv) Name/s of the contact person
  - Fax No.:
  - E-mail ID:
- v) Particulars of dedicated professional/manager for coordination with IRDAI for assignment.
- vi) Name of Managing Director, Director and top management: (separate sheet may be enclosed with Bio-data and other details):
- viii) Why do you think that you are suitable for empanelment with IRDAI.

I / We hereby certify that all the particulars given above are correct and true to the best of my knowledge.

Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

(Authorised Representative)

With stamp papers

Note:

1. The agency can use separate sheets for giving details, if required.
2. IRDAI reserves the rights to verify the facts given by the agency, with the authorities, if so required.

**Application for Empanelment Of Advertising Agencies**

Name of the Applicant and Address:

Application Reference:

Person to be contacted:

Designation:

Telephone No.:

Fax:

To

Sr. JD (General),  
Insurance Regulatory and Development Authority of India,  
3<sup>rd</sup> Floor, Parishrama Bhavan,  
Basheer Bagh,  
Hyderabad - 500 004

**Sub. : Application for Empanelment of Advertising Agencies**

Dear Sir,

I/We, the undersigned Applicant, have read and examined in detail the Bid Document for Empanelment of Advertising Agencies by IRDAI, Hyderabad.

I/We confirm having submitted the details in support of the qualifying criteria as required by you along with this Application and necessary documents. In case you require any further information in this regard, we agree to furnish the same.

I/ We hereby declare that all information and statements made in this bid application proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

Dated this ..... day of ..... 2015.

Thanking you,

Yours faithfully

(Signature of the authorized signatory)

Designation and Printed Name).....

Date:

Place:

Business Address

Name and Address of Principal Officer (Seal)

**Bid Security Form**

To,  
Sr. JD (General),  
Insurance Regulatory and Development Authority of India,  
3<sup>rd</sup> Floor, Parishrama Bhavan,  
Basheer Bagh,  
Hyderabad - 500 004

Ref: Bid Document No. \_\_\_\_\_

Dear Sir,

Having examined the bid documents, we, the undersigned, offer to provide services as per the schedule of requirements of the tender and in conformity with the said bid documents.

We hereby submit a security deposit of Rs. 1,50,000/- (Rupees One lakh fifty thousand only) as per the tender terms and conditions vide Demand Draft No./Bankers Cheque/Bank Guarantee \_\_\_\_\_ Dated \_\_\_\_\_ drawn on \_\_\_\_\_ favouring \_\_\_\_\_.

Dated this day of \_\_\_\_\_ 2015 Signature of Bidder :

Details of enclosures

Full Address : \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Telegraphic Address : \_\_\_\_\_

Fax No. : \_\_\_\_\_

E-Mail : \_\_\_\_\_

COMPANY SEAL

## PROFORMA OF BANK GUARANTEE TOWARDS PERFORMANCE SECURITY

### PERFORMANCE GUARANTEE

Ref No \_\_\_\_\_

Bank Guarantee No \_\_\_\_\_

Dated-----

To,  
Insurance Regulatory And Development Authority of India  
Hyderabad

Dear Sir,

In consideration of Insurance Regulatory And Development Authority of India, having its Head Office at 3<sup>rd</sup> Floor, Parishram Bhawan, Basheer Bagh, Hyderabad which expression shall, unless repugnant: to the context or meaning thereof include its successors, administrators and assignees) having entered into CONTRACT NO \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called CONTRACT which expression shall include all the amendments thereto) with M/s \_\_\_\_\_ having its registered / head office at \_\_\_\_\_ (hereinafter referred to as the 'CONTRACTOR ') which expression shall ,unless repugnant to the context or meaning thereof include all its successors, administrators, executes and assignees) and IRDAI having agreed that the CONTRACTOR shall furnish to IRDAI a performance guarantee for Indian Rupees \_\_\_\_\_ for the faithful performance of the entire contract.

We (name of the bank) \_\_\_\_\_ Registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executes and assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any / all moneys to the extent of Indian Rs \_\_\_\_\_ (in figures) \_\_\_\_\_ (Indian Rupees(in words) \_\_\_\_\_ without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by IRDAI on the Bank by serving a written notice shall be conclusive and binding, without any proof on the bank as regards the amount due and payable notwithstanding any disputes(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by IRDAI in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up dissolution or insolvency of the CONTRACTOR and shall remain valid binding and operative against the Bank.

The Bank also agrees that IRDAI at its option shall be entitled to enforce this guarantee against the Bank as a principal debtor in the first instance without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that IRDAI may have in relation to the CONTRACTOR's liabilities.

The Bank further agrees that IRDAI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extended time of performance by the said CONTRACTORS(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in IRDAI against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of IRDAI or any indulgence by IRDAI to the said

CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank further agrees that the Guarantee herein contained shall remain in full force during that period that is taken for the performance of the CONTRACT and all dues of IRDAI under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till IRDAI discharges this guarantee in writing whichever is earlier.

This Guarantee shall not be discharged by any change in our constitution, in the constitution of IRDAI or that of the CONTRACTOR.

The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

The Bank also agree that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed .

Notwithstanding anything contained herein above our liability under this Guarantee is limited to Indians Rs \_\_\_\_\_ (in figures ) \_\_\_\_\_ (Indian Rupees/- (in words)-----) and our guarantee shall remain in force until \_\_\_\_\_ (indicate the date of expiry of bank guarantee). Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee .If no such claim has been received by us by the said date, the rights of IRDAI under this Guarantee will cease .However, if such a claim has been received by us within the said date, all the rights of IRDAI under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 2015 at \_\_\_\_\_.

**(Signature)**

Full name (designation) and address (in legible letters)

Attorney as per power of Attorney No.\_\_\_\_ Dated\_\_\_\_\_ with Bank stamp

**WITNESS NO 1:**

**(Signature)**

Full name and Official Address (in legible letters)

**WITNESS NO 2:**

**(Signature)**

Full name and Official Address (in legible letters)