



**INSURANCE REGULATORY AND DEVELOPMENT AUTHORITY OF INDIA
(IRDAI)**

**REQUEST FOR PROPOSAL FOR
EMPANELMENT OF MEDIA BUYING / ADVERTISING AGENCIES**

Tender reference number: IRDAI/PP&GR/TNDR/MISC/52/3/2024

**COMMUNICATION WING
POLICYHOLDERS' PROTECTION AND GRIEVANCE REDRESSAL DEPARTMENT**

**Head Office: Policyholders' Protection & Grievance Redressal Department
Insurance Regulatory and Development Authority of India
Sy No. 115/1, Financial District, Nanakramguda
Hyderabad 500 032**

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A. BID SCHEDULE

Sr. No.	Details	
1.	Name of the Project	Request for Proposal (RFP) for Empanelment of Media Buying / Advertising Agencies
2.	Tender reference number	IRDAI/PP&GR/TNDR/MISC/52/3/2024
3.	Date of issuing of RFP	Date: 16 th March 2024 Time: 5:00 PM Through Central Public Procurement Portal (CPP Portal). Notification will also be given on the IRDAI website
4.	Last date for submission of Pre-Bid queries and email ID to which they should be sent	Date: 22 nd March 2024 Time: 5:00 PM Email: communicationswing@irdai.gov.in
5.	Date, Time & Venue for conducting the Pre-Bid Meeting	Date: 27 th March 2024 Time: 2:30 PM Through a Physical meeting at IRDAI, Hyderabad, which can also be attended virtually by accessing the following Webex link: <ul style="list-style-type: none"> https://irdaivc.webex.com/irdaivc/j.php?MTID=mab84a39d7e7f7aafb4dcb5d4197ead03 Meeting number: 2514 702 8552 Password: VKk2VEj8wk3 Through video system by dialing 25147028552@irdaivc.webex.com
6.	Last date and Time for submission of Bids	Date: 23 rd April 2024 Time: 5:00 PM
7.	Submission of Bids	Through CPP Portal https://eprocure.gov.in
8.	Date, Time & Venue for opening of Bid	Date: 25 th April 2024 Time: 5:00 PM on CPP Portal
9.	Date, Time & Venue for Presentation (Part II of the Technical Evaluation)	To be intimated later to the Qualified Bidders
10.	Cost of the Bid	Nil
11.	Earnest Money Deposit (EMD)	Rs.30,00,000/- (Rupees Thirty Lakhs only) to be paid either by way of electronic payment (NEFT/RTGS) or Bank Guarantee (BG). A scanned copy of the proof of remittance/BG shall be submitted along with the bid
12.	Communication address	The General Manager, Policyholder's Protection and Grievance Redressal Department (PPGRD), Insurance Regulatory and Development Authority of India (IRDAI)

		Sy No. 115/1, Financial District, Nanakramguda, Gachibowli Hyderabad – 500032	
13.	Contact details	A. Venkateswara Rao (General Manager)	Neetu S. (DGM)
		communicationswing@irdai.gov.in	
		For any queries and clarifications regarding the RFP, please use the above mentioned address or E-mail id.	

Notes:

- i) Please note that the information sought in the RFP needs to be provided in full. Incomplete information may lead to rejection of the bid.
- ii) Insurance Regulatory and Development Authority of India (IRDAI) reserves the right to change the dates mentioned in this 'Request for Proposal' (RFP), which will be communicated through Central Public Procurement Portal (CPP Portal) and through the website of IRDAI.
- iii) The information contained in this RFP document or any information provided subsequently to the Bidder(s), whether verbally or in documentary form by or on behalf of IRDAI, is provided under the terms and conditions set out in this RFP document.
- iv) This RFP is neither an agreement nor an offer. The purpose of this RFP is to provide the Bidder(s) with information to assist them in the formulation of their bids. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RFP and obtain independent advice wherever necessary. IRDAI makes no representation and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. IRDAI may, in its absolute discretion, but without being under any obligation to do so, update/ amend and/or supplement the information in this RFP. Such updation/amendments and/or supplement to this RFP will be published on CPP Portal.
- v) No contractual obligation, whatsoever, shall arise from the RFP process until a formal contract is executed by the duly Authorised Signatory of IRDAI and the Selected Agency/ies.

B. DEFINITIONS

1. **Authorised Signatory:** An Authorised Signatory is an individual who has been formally given the legal authority to sign official documents and represent an organization or company in various transactions.
2. **Bid/Proposal:** It is a formal proposal submitted by a Bidder for empanelment as a Media Agency in response to this 'Request for Proposal'.
3. **Bidder:** An entity participating in this competitive Bidding process for empanelment as a Media Buying/Advertising Agency.
4. **Buyer:** Organization/Entity seeking proposals/bids/applications from potential Bidders through issuing RFP. In this RFP, it means IRDAI.
5. **Creative Agency:** A Creative Agency is a specialized firm for content creation that focuses on developing and producing engaging and compelling content for various platforms and purposes.
6. **Central Bureau of Communication (CBC) Rates:** Standard rates published on website of Department of Audio & Visual Publicity (DAVP) for buying space for releasing media advertisements.
7. **Eligibility Criteria:** Eligibility criteria refers to the specific requirements and conditions that potential Bidders must meet to be considered qualified to submit a bid.
8. **EMD:** Earnest Money Deposit (EMD) is a security deposit from a Bidder towards ensuring due adherence/compliance to the bidding process.
9. **Empaneled Agency/ies:** Shortlisted Agencies which are empaneled by Buyer to carry out/execute the specific work assigned to it.
10. **Impact Properties:** Refers to specific characteristics or elements of a media platform, channel, or content that have a significant influence on the effectiveness and success of the campaign such as Kaun Banega Crorepati (KBC), Indian Premiere League (IPL), etc.
11. **Integrity Pact (IP):** The IP essentially envisages an agreement between prospective vendors / Bidders, and IRDAI, committing the persons / officials of both sides not to resort to any corrupt practice in any aspect of the contract at any stage.
12. **IRDAI:** Insurance Regulatory and Development Authority of India.
13. **Media/Advertising Agency:** An entity that specializes in planning, buying, and executing advertising and marketing campaigns across various media channels.

14. **Media Billing:** The process of invoicing and charging clients or advertisers for the services provided by Media Agencies.
15. **Media Buying:** The process of purchasing advertising space or time on various media channels to display or broadcast advertisements by various buyers.
16. **Media/Advertising Campaign:** A Media Campaign is a coordinated series of promotional efforts that use various media channels to convey a specific message or achieve a particular goal.
17. **Party/ies:** Party /ies shall mean Bidder and / or IRDAI, generally referred to in this RFP and more specifically in Integrity Pact ([Annexure A8](#)).
18. **Performance Security:** To ensure due performance of the contract, Performance Security is to be obtained from the Selected Agency who is awarded the contract.
19. **Request for Proposal (RFP):** A Request for Proposal (RFP) is a formal document issued by IRDAI seeking proposals from qualified bidders for empanelment as Media Agencies.
20. **Shortlisted Agency/ies:** Bidders who qualify in the Technical Evaluation with the required minimum technical score, who become eligible for empanelment by the Buyer.
21. **Selected Agency:** Any empaneled agency which is awarded the contract for carrying out/executing the specific work assigned to it.
22. **S-EMD:** Standing - Earnest Money Deposit (S-EMD) is a security deposit to be taken from a Shortlisted Agency for empanelment to ensure due performance of its obligations after empanelment.
23. All other expressions unless defined herein shall have the same meaning as have been assigned to them under the General Financial Rules (GFR) 2017 and the Manual for Procurement of Consultancy & Other Services, or any statutory modification or re-enactment thereto or as used in commercial parlance, as the case may be.
24. Throughout this RFP Document, the following set of terms and their derivatives appearing anywhere in the RFP shall have the same meaning and are synonymous to each other:
 - i) Bid/RFP/Tender
 - ii) Bidder/Tenderer
 - iii) Bidding/Tendering
 - iv) Bidding Document/Tender Document
 - v) Buyer / IRDAI

- vi) Bid Security /Earnest Money Deposit
- vii) Security Deposit/Performance Security/ Performance Guarantee

C. INTRODUCTION, PURPOSE AND INVITATION

1. Insurance Regulatory and Development Authority of India (IRDAI), is a statutory body formed under an Act of Parliament, i.e. Insurance Regulatory and Development Authority Act, 1999 (IRDA Act, 1999) for overall supervision and development of the insurance sector in India. IRDAI has a key role in the economic development of the country and also drives an impressive social development agenda.
2. Consumer protection through financial literacy and awareness is an important function of IRDAI. Under the ambit of this function, IRDAI has undertaken an awareness initiative titled “Insurance for all by 2047 – Life, Non-Life & Health Insurance”. The ultimate objective of the initiative is to increase insurance penetration in the country to achieve the last mile coverage by undertaking multimedia, multilingual campaigns for disseminating information to members of the public, through use of mass media.
3. In addition to the public awareness advertisements, buying and release of advertisements of statutory/other nature such as tenders, notices, financial results, recruitment notifications, etc. will also be through the empaneled agency/ies.
4. For the above purpose, IRDAI invites applications for empanelment of reputed, accredited Media Agencies for space buying in media. The empaneled agencies would be required to suggest media strategy to IRDAI and to buy space in various media for releasing the advertisements.
5. The campaign will be released at least in fourteen (14) languages, namely, Hindi, Assamese, Bangla, Malayalam, Gujarati, Kannada, Marathi, Oriya, Punjabi, Sindhi, Tamil, Telugu, Urdu and English, with more focus on regional languages.
6. The media mix will include print (newspapers, magazines), radio, television, cinema halls, digital media (including web portals & social media), mobile phone communication, public transport including railway/metro stations, outdoor etc. The list is only illustrative and may include other media not enumerated above. The exact media mix will be decided by IRDAI based on the nature of messages and the strategy approved by IRDAI.

D. SCOPE OF WORK

1. The public awareness campaigns of IRDAI will be full-fledged multi- media, multi-lingual, Pan-India level campaigns. The objective of the campaigns is to create general awareness amongst different sections of the society, such as insurance

customers, insurers, insurance intermediaries and public at large (especially the rural and remote areas), about the need for insurance. Along with this, IRDAI also intends to release advertisements of statutory/other nature, primarily in newspapers.

2. Based on a comprehensive understanding of the target audience, the Media Agency/ies will suggest a detailed media strategy / plan recommending an optimal mix of media that includes print, television, radio, outdoor (public transport, including railway/metro stations), online, digital-media (including web-portal & social media) and/or any other. The Media Agency/ies will advise IRDAI on various aspects relating to Media Planning including:
 - 2.1 Recommendation of suitable/proper media-mix like television channels, newspapers, magazines, radio channels, outdoor options, digital media (including web-portal & social media), mobile phone communication and any other innovative medium of advertising for finalization by the Buyer;
 - 2.2 Ideation, development, planning and execution of the campaign across various types of media and in at least 14 (fourteen) major Indian languages, as mentioned in [Para C \(5\)](#) above;
 - 2.3 Identification of target priority markets, segments and audiences, rationale, approach, etc. and recommendation of suitable media for different markets and segments, based on available media research on reach and impact;
 - 2.4 Scheduling the communication (including duration and periodicity) in various media and continuous monitoring to ensure that campaigns are running as intended / designed and to provide related post-buy analyses along with billing/payment of invoices, implementation, certification, archiving, etc;
 - 2.5 Collecting copies of the published advertisements from newspapers, magazines, and telecast/broadcast certificates of advertisements telecast/broadcast on TV and radio for submission to IRDAI;
 - 2.6 Submission of a pre and post campaign evaluation report to assess the reach and impact of the campaign and to ascertain if the objectives / target of the media plans have been achieved. Such evaluation reports may also be called upon on a periodic basis, if required;
 - 2.7 Liaisoning with the Creative Agency/ies of IRDAI for effective merging of the media and creative strategies for executing and implementing the media campaigns of IRDAI;
 - 2.8 Negotiation with all the media owners (print, TV, radio, cinema, digital or any other), for the lowest media cost and maximizing Return on Investment (ROI) and to provide pre-buy estimates;

3. For IRDAI's 'Public Awareness Campaign', which is purely in public interest, all advertisements will be released at Central Bureau of Communication (CBC) rates or lower. However, for releases on impact properties, an e-tender will be floated amongst the Empaneled Agencies for selecting the agency for awarding the work.
4. The tentative outlay for the services under this RFP would be around rupees 30 (thirty) crore during FY 2023-24 and likely to increase on year to year basis.

E. SUBMISSION OF BIDS

1. The Bid Document may be downloaded from <https://eprocure.gov.in> (CPP Portal).
2. This RFP Document along with all relevant Annexures (including scanned copy of BG as per the format prescribed in [Annexure A6](#)) and relevant supporting documents have to be uploaded only in the CPP portal (<https://eprocure.gov.in>).
3. The document fees for this RFP is NIL.
4. Bids received after the closing date and time (as prescribed in the Bid Schedule in [Paragraph A](#) above) will not be considered.
5. IRDAI reserves the right to change the dates mentioned in this RFP, which will be communicated through CPP Portal and website of IRDAI.
6. IRDAI may, at its discretion, extend this deadline for submission of bids by amending the bidding documents which will be intimated by IRDAI, in which case all rights and obligations of IRDAI and Bidders will thereafter be subject to the deadline as extended.
7. Bid should be complete in all aspects including all the Annexures and should be submitted with all the relevant documents as specified in this RFP. Incomplete bids will be rejected.
8. Bids not in the prescribed format and not containing the required information will be rejected without any notice.
9. Bidders shall bear all costs associated with the preparation, submission of their bid including technical inputs for assessment by Evaluation Committee, set up by IRDAI. IRDAI shall, in no case, be held responsible or liable for these costs, regardless of the outcome of the bidding process.
10. The Bids prepared by the Bidder and all correspondence and documents relating to the Bids exchanged by the Bidder and IRDAI, shall be in English language only. In case of a difference of opinion on the part of the Bidder in comprehending or interpreting any clause / provision of the Bid Document after submission of the Bid,

the interpretation by the IRDAI and its decision in that regard shall be final, conclusive and binding on the Bidder.

11. Proposals shall be prepared in indelible ink/ typed, duly signed by Authorised Signatory on each page. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder. Any such corrections must be authenticated by the Authorised Signatory.
12. Bids shall remain valid for a period of 90 (ninety) days from the date of bid opening. IRDAI holds the right to reject a bid valid for a period shorter than 90 (ninety) days as non-responsive, without any correspondence.
13. In exceptional circumstances, prior to expiry of the bid validity period, IRDAI may request the Bidders' consent to an extension of the validity period, not exceeding 3 (three) months. The request and response shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. If required, the irrevocable Bank Guarantee given towards EMD shall also be suitably extended. Bidders who do not consent to the extension will be treated as non-responsive.
14. **Pre Bid Meeting:** To clarify doubts of the Bidders on issues related to this RFP/Bid document, IRDAI will hold a pre-bid meeting both in Physical and Virtual modes at 2:30 PM on 27th March, 2024. Queries of the Bidders should reach by e-mail communicationswing@irdai.gov.in in the format given in [Annexure A7](#) on or before 5:00 PM on 22nd March, 2024. It may be noted that no queries of any Bidder shall be received or entertained after the above-mentioned date. Any clarifications (if required) will be given on the CPP Portal. IRDAI reserves the right to make amendments/modifications to this RFP, as appropriate, based on the clarifications/suggestions discussed in the pre-bid meeting.
15. **Pre-Bid Contract Integrity Pact:** The bidder shall also submit Pre-Bid contract Integrity Pact as prescribed in [Annexure A8](#) duly signed by the bidder on each page and witnessed by two persons. The agreement shall be stamped as applicable in the State where it is executed. Bid submitted without Pre-Bid Contract Integrity Pact shall not be considered. The Insurance Regulatory and Development Authority of India has appointed Shri. Rajesh Ranjan, IPS (Retd) as Independent External Monitor who shall independently, neutrally and objectively review whether and to what extent the Parties comply with the obligations under the pact.
16. Bids once submitted cannot be withdrawn by the Bidder and the same will be treated as final.
17. IRDAI is not bound to accept any or all bids, and reserves the right to annul the RFP process (either wholly or at any stage) without assigning any reason(s), or incurring any liability or obligations. IRDAI also reserves the right to re-issue the RFP, if it decides to do so.

18. The Bidder shall submit their bid on <https://eprocure.gov.in> along with the following documents.

S.No.	Description of the Annexures to be attached along-with the supporting documents as required in the respective Annexures	To be attached, and marked as Annexure no.
RFP document, duly signed by the Authorised Signatory on every page along with the following:		
i.	Proposal for Empanelment	Annexure A1
ii.	Bidder's Information	Annexure A2
iii.	Eligibility Criteria Response Sheet along-with the supporting documents, as per the requirements of eligibility criteria matrix	Annexure A3
iv.	Technical Evaluation Sheet along-with the supporting documents, as per the requirements of technical evaluation matrix	Annexure A4
v.	Declaration of acceptance of RFP Terms and Conditions	Annexure A5
vi.	If EMD is submitted in the form of irrevocable Bank Guarantee, the format for Earnest Money Deposit (EMD) to be submitted by the bidder through a Scheduled Commercial Bank	Annexure A6
vii.	Format for Pre-Bid Queries	Annexure A7
viii.	Pre-Bid Contract Integrity Pact	Annexure A8

F. OPENING OF BIDS

1. IRDAI will open the bids electronically on the CPP Portal on the specified date and time as mentioned in the Bid Schedule ([Paragraph - A](#) above) or as amended by IRDAI.
2. In case the date fixed for opening of RFP is subsequently declared as a holiday, the revised schedule will be notified through CPP Portal & the website of IRDAI. However, in the absence of such notification, the bids will be opened on the next working day with the time remaining unaltered.

G. ELIGIBILITY CRITERIA (QUALIFYING REQUIREMENT)

1. Bidders keen to submit their bids are requested to read the Eligibility Criteria carefully. Only those Bidders meeting the Eligibility Criteria ([Annexure A3](#)) as on the date of RFP are eligible to apply. Bidders not meeting the Eligibility Criteria will not be considered for further evaluation in any case.

2. IRDAI will first scrutinize the documents requisitioned and listed in [Annexure A3](#) of this document to determine the eligibility of the Bidders to participate in the bidding process.
3. Bids not accompanied by all the prescribed/required documents shall be rejected. Undertaking for subsequent submission of any of the eligibility documents will not be entertained. However, IRDAI reserves the right to seek clarifications on the already submitted documents.
4. IRDAI may, if required, interact with customer references submitted by the Bidders.

H. BID EVALUATION PROCESS

1. **Technical Evaluation of Bids:** The technical evaluation will be carried out in two parts:
 - 1.1 **Part I of the Technical Evaluation:**
 - 1.1.1 IRDAI will evaluate the Bidders based on compliance to technical requirements stipulated in [Annexure A4](#) of this RFP, duly supported by documentary evidence. Part I of the evaluation will be based on the criteria and score given in the Scoring Matrix as defined in [Annexure A4](#). It will consist of 100 marks.
 - 1.1.2 Written reply, submitted in response to the clarification sought by IRDAI, will be reviewed ([Para G \(3\) - Eligibility Criteria](#)).
 - 1.1.3 IRDAI may interact with the customers, whose references have been submitted by the Bidder ([Para G \(4\) - Eligibility Criteria](#)).
 - 1.1.4 Bidders will have to give an undertaking to IRDAI that once selected, they will comply with the stipulation [[Annexure A4 \(10\)](#)]. If any Bidder defaults on its commitment in any manner, or if the circulation figures mentioned by the Bidder are found to be incorrect as compared to circulation figures mentioned on Audit Bureau of Circulation (ABC) site, it will be considered as non-performance by the Bidder and IRDAI may blacklist the Bidder.
 - 1.1.5 The Bidders who score a minimum of 70 marks out of 100 in Part I of the technical evaluation process ([Part I of Annexure A4](#)) shall be eligible to make a presentation before IRDAI.
 - 1.1.6 In case the number of qualifying Bidders in Part I of the technical evaluation, is found to be inadequate, IRDAI reserves the right to reduce the minimum required score, from 70 to 60.
 - 1.2 **Part II of the Technical Evaluation**

- 1.2.1 The presentation (as detailed in [Annexure A4](#)) will be evaluated for 100 marks in the second part of the technical evaluation process. The criteria for evaluation of the presentation are as defined in Part II of the aforesaid annexure.
- 1.2.2 The eligible Bidders (i.e. those who qualify in [Part I of technical evaluation](#)) shall make a presentation on the “Media Strategy” under which a Media Plan for three to four weeks (for TV, print, radio, websites, cinema, outdoor, etc.) with relevant data for a notional budget of Rs.4 crores (Rupees Four crore only) [excluding agency/ies commission and Goods and Services Tax (GST)] shall be demonstrated. The criteria for evaluation of the presentation are given in [Part II of Annexure A4](#) – Technical evaluation of the RFP. Presentation of any other innovations in advertising would be a value addition. The Bidder would also be evaluated on the basis of the overall strategy for the campaign. The date and time of the presentation will be intimated to the qualified bidders, separately.
- 1.2.3 The presentation will be of maximum 30 minutes and shall be confined to the subject stated above. The IRDAI does not expect bidders to present their company profile in the presentation.
- 1.2.4 Bidders who score a minimum of 70 marks out of 100 (in [Part II of Technical Evaluation](#)) shall become eligible for empanelment. In case the number of qualifying Bidders in Part II of the Technical Evaluation, is found to be inadequate, IRDAI may reduce the minimum required score from 70 to 60.
2. IRDAI’s decision in respect of evaluation methodology and short-listing of Bidders will be final and no claims whatsoever in this respect will be entertained.

I. SHORTLISTING OF BIDDERS FOR EMPANELMENT

1. All those bidders who score the minimum required score in each part of technical evaluation will be shortlisted for empanelment and will be called ‘Shortlisted Agency’
2. The combined score (out of 200 marks) in Technical Evaluation (Part I + Part II) will be the ‘Assigned technical score’ for the Bidder and this assigned technical score will be reckoned for the relative positioning/ranking of the Empaneled Agencies.

J. PROCESS OF ASSIGNING JOBS

1. The services of all the Empaneled Agencies will be utilised for releasing advertisements relating to IRDAI’s Public Awareness Campaigns.
2. These Public Awareness Advertisements will be released on CBC rates by rotation starting from the Agency with the highest ‘Assigned technical score’. Further, efforts

will be made to ensure equivalence in allocation of work in terms of monetary consideration/contract value, on annual basis, as far as may be practicable.

3. However, for Public Awareness Campaigns involving Impact Properties, an e-tender will be floated amongst the Empaneled Agencies for selecting the Agency. Modalities of the e - tender will be communicated to all such Empaneled Agencies.
4. The services of the Empaneled Agencies, will also be used for releasing all other advertisements through limited tendering enquiry.
5. The inclusion of Agencies in IRDAI's panel will not guarantee assignment of work or any minimum quantum of work in a year and the Empaneled Agency will have no right to make any claim whatsoever in that regard. It is further clarified that the empanelment of any agency/ies does not tantamount to an assurance by IRDAI for the purpose of awarding any assignment/publicity services/release of the advertisement or such other matter.

K. EARNEST MONEY DEPOSIT (EMD)

1. As a part of its Bid, the Bidder should remit Earnest Money Deposit (EMD), for an amount of Rs.30,00,000/- (**Rupees Thirty Lakhs only**) through either of the following modes:
 - 1.1 **Electronically (through NEFT/ RTGS)** – The Account details for remittance are as under: –

Name of the beneficiary	:	Insurance Regulatory and Development Authority
Account No	:	860120100001938
IFSC Code:	:	BKID0008601
Name of the Bank	:	Bank of India
Branch	:	Basheerbagh, Hyderabad
 - 1.1.1 Bidders have to upload a proof of the remittance (Unique transaction reference (UTR) number) along-with the bid.
 - 1.2 **In the form of an irrevocable Bank Guarantee (BG)**, (as per the format prescribed in [Annexure A6](#)), from any of the Scheduled Commercial Banks.
 - 1.2.1 The Bank Guarantee (BG) should be in favour of 'The General Manager, PPGRD, Head Office, IRDAI, Hyderabad' and should be valid for the period of one year from the last date of submission of the bid. Only an irrevocable Bank Guarantee issued by a Scheduled Commercial Bank shall be acceptable to IRDAI. A scanned copy of BG shall be submitted as a proof along with the Bid. However, for the purpose of realisation, the bidder shall send the irrevocable Bank Guarantee in original, so as to reach by the time of tender opening, to the following address: -

The General Manager
Policyholder's Protection and Grievance Redressal Department (PPGRD)
Insurance Regulatory and Development Authority of India (IRDAI)
Sy No. 115/1, Financial District
Nanakramguda, Gachibowli
Hyderabad – 500032

2. Exemption from payment of EMD for Micro and Small Enterprises (MSE) sector shall apply as per 'General Financial Rules (GFR) 2017' or as amended from time to time. In case of exemption from payment of EMD, the scanned copy of the document in support of exemption (As per GFR 2017) will have to be uploaded by the Bidder during bid submission.
3. The Bidders who are not shortlisted shall be notified and their EMD shall be returned without interest within 30 (thirty) days of notice of empanelment except otherwise provided in this Bid Document ([Para M \(1\) – Forfeiture of EMD](#)).
4. The EMD submitted by Shortlisted Agencies shall be returned after submission of a Standing EMD (S-EMD) ([Para L - Standing-EMD](#)).

L. STANDING-EMD (S-EMD)

1. The Standing - EMD shall be submitted within 30 (thirty) days of communication of its empanelment by each of the Agencies shortlisted for empanelment.
2. This S-EMD is towards its commitment to the post empanelment engagement under this assignment.
3. The EMD submitted by the Shortlisted Agencies shall be returned after submission of a Standing EMD (S-EMD) for Rs. 5 Lakhs (Rupees Five Lakhs).
4. This S-EMD shall remain valid for the entire term of empanelment and shall be returned after completion of the term of empanelment. Other relevant details like mode of operation, format of S-EMD etc., shall be shared along-with the communication of empanelment.

M. FORFEITURE

1. **Forfeiture of EMD:** The EMD shall be forfeited
 - 1.1 If a Bidder withdraws its bid during the bid validity period; or

- 1.2 If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading and/or conceals and/or suppresses material information at any time prior to empanelment; or
 - 1.3 If the Shortlisted Agency fails to submit the S-EMD within thirty days from the date of communication of empanelment. However, for any delay in submission beyond thirty days, the Shortlisted Agency shall request for extension for a period not exceeding 15 (fifteen) days, which may be considered by IRDAI on merits.
2. **Forfeiture of S-EMD** - The S-EMD shall be forfeited:
- 2.1 If the Empaneled Agency fails to participate in the bidding process for three times successively.
 - 2.2 If the Selected Agency fails to submit the Performance Security within the stipulated period from the date of award of the contract. Further in such instance, IRDAI, at its discretion, may cancel the order placed with the Selected Agency without giving any notice.

N. PERFORMANCE SECURITY (PS)

1. To ensure due performance of the contract, Performance Security will be obtained from the Selected Agency, who is awarded the contract.
2. Performance Security will be for an amount of 3 % (Three per cent) of the value of the contract, as mentioned in the respective contract document which will be issued for award of the contract to the Selected Agency.
3. The mode of submission, the timelines to be adhered to for submission of the Performance Security and other terms and conditions, shall be as mentioned in the respective Contract document.
4. PS should be valid for the period as specified in the respective Contract document. PS shall be non-interest bearing.
5. It is clarified that Performance Security will be in addition to the S-EMD.

O. TERM & TERMINATION OF EMPANELMENT

1. The term of empanelment shall be for a period of three (3) years subject to annual review. This term can be further extended for a maximum of two (2) years, one (1) year at a time, subject to satisfactory performance and adherence to contractual obligations by the empaneled agencies. IRDAI, however, reserves the right to take a

final decision on the continuance of the empanelment, of any one or all the Empaneled Agencies.

2. IRDAI reserves the right to:
 - 2.1 Disqualify a Bidder in case he fails to honour the Proposal for Empanelment ([Annexure A1](#))
 - 2.2 De-empanel any agency/ies at any time without assigning any reason, whatsoever. Such decision shall be binding on Empaneled Agencies.
 - 2.3 Blacklist an Empaneled Agency in case it fails to honour its contractual obligation.

P. OTHER TERMS AND CONDITIONS

1. IRDAI reserves the right to:
 - 1.1 Select or reject any bid without assigning any reason thereof.
 - 1.2 Cancel/withdraw the RFP process at any stage without assigning any reasons thereof or to reissue the RFP, if cancelled.
 - 1.3 Delete/amend/add any clause(s) in the RFP at any time, without assigning any reason and shall not be held liable for any losses or damages caused by such amendment/modification.
2. The Bidder shall submit their offers strictly in accordance with the terms and conditions of the Bid Document. Any Bid, which stipulates conditions contrary to the terms and conditions given in the Bid Document, is liable for rejection. Decision of IRDAI in this regard shall be final, conclusive and binding on the Bidder.
3. This RFP does not confer any right to any bidder on the services rendered/to be rendered unless selected and unless an agreement is executed between it and IRDAI.
4. **Bidding in consortium and/or multiple bids from a single media group:** Bidding in consortium is not allowed under this RFP. Bids received from a consortium of Bidders will be summarily rejected. If there are multiple bids under different names from the same Media Agency/ies Group, only one of the bids from the Media Agency/ies Group will be entertained and IRDAI's decision on this will be final.
5. **Principal - to - Principal Basis:** IRDAI's dealing with the Empaneled Agencies shall be on a Principal-to-Principal basis and IRDAI shall have no liability to pay any media or suppliers for anything done/not done or any act of omission/commission by the Empaneled Agencies.

6. With regard to compliance to the Eligibility Criteria as per [Annexure A3](#), IRDAI may visit the office of the Bidder for verification.
7. The Bidders shall abide by all relevant rules and regulations of the Government as issued from time to time. The Bidders shall be responsible for adhering to the norms of the Advertising Standards Council of India (ASCI), Indian Newspaper Society (INS), Advertising Agencies Association of India (AAAI), Competition Act, 2002 and other applicable regulations and must ensure that each advertisement is honest, truthful and conforms to the aforesaid requirements. They shall also maintain the highest standards of advertising principles.
8. **Assignment:** The Agency shall not assign or subcontract any work allocated to it by IRDAI, in whole or part, to any other agency, even to its own subsidiary or parent agency, to perform its obligation under the agreement with IRDAI. The Agency alone shall be solely responsible to IRDAI. IRDAI reserves the right to place an order for full or part quantities under any items of work under scope of work.
9. **Applicability of Pre-bid contract Integrity Pact :** The Pre-bid Contract Integrity Pact explicitly prohibits collusion between the Bidder and interested Parties. In the present case, such interested parties could be media houses selling time and space to the Buyer. If IRDAI comes across evidence suggesting collusion between any Media Agency/ies and TV Channel, or in any manner including circumstantial evidence or pattern that suggests such collusion, IRDAI reserves the right to terminate the empanelment of the Media Agency/ies or Agencies without assigning any reason whatsoever. The decision of IRDAI will be final in this regard.
10. **Contacting IRDAI:** From the time of bid opening to the time of its empanelment, if any bidder wishes to contact IRDAI for seeking any clarification in any matter related to the bid, they should do so in writing by seeking such clarification/s from an authorized person (mentioned in the Bid schedule). Any attempt to contact IRDAI with a view to canvas for a bid or put any pressure on any official of IRDAI may entail disqualification of the concerned bidder or its bid. Pre-bid queries may be submitted as per the Bid- Schedule. IRDAI will not be obliged to meet and have discussions with any Bidder and/ or to entertain any representations during the evaluation process.
11. **Force Majeure:** Neither Party shall be responsible for any failure to perform due to unforeseen circumstances or due to causes beyond the defaulting Party's control even after exertion of best of efforts to prevent such failure, which may include but not be limited to, fire, acts of God like floods, earthquake etc., war, riots, pandemic, embargoes, strikes, lockouts, acts of any government authority, delay in obtaining licenses or rejection of application under any statutes.
12. **Indemnification:** The Empaneled Agency shall also at all times indemnify and save, and keep harmless, IRDAI from all and every loss, injury, damage, actions, suits,

proceedings, costs, charges and expenses which have been or shall or may at any time or times hereafter during the period of empanelment of the said agency be sustained, incurred, suffered, brought, sued or commenced or paid by IRDAI by reason of any act, embezzlement, defalcation, mismanagement, neglect, failure, misconduct, default, disobedience, omission, or insolvency of the said agency or of any person or persons acting under the said agency or for whom it may be responsible.

13. **Non-Disclosure Agreement:** Empaneled Agency shall execute a Non-Disclosure Agreement at the time of empanelment.
14. If deemed necessary, IRDAI may seek clarifications on any aspect from the Bidders. However, that would not entitle the Bidders to change or cause any change in the substantive part of the documents submitted.
15. Software and creative elements used by the Empaneled Agency/ies must be licensed/original and bills/licenses can be checked by IRDAI at any point of time.
16. In case an Empaneled Agency/ies shuts any of its offices or changes the location of its Registered Office, it should inform IRDAI immediately.
17. In case of renewal of any mandated accreditation/registration/membership certificate, a copy of the same must be furnished to IRDAI.
18. IRDAI reserves the right to re-issue / re-commence the entire bid process in case of any anomaly, irregularity or discrepancy in regard thereof. Any decision of the IRDAI in this regard shall be final, conclusive and binding on the Bidder.
19. **Dispute Resolution Mechanism:**
 - 19.1 All disputes, questions or differences whatsoever which shall at any time hereafter arise between the Parties hereto, shall be settled amicably between them.
 - 19.2 Arbitration: If such questions or differences, as in 19.1, are not resolved within 60 (sixty) days, either Party may invoke arbitration under the provisions of the Indian Arbitration & Conciliation Act, 1996.
 - 19.3 If either of the Parties is not satisfied with the arbitration award arising out of 19.2, they may seek redressal in the jurisdiction of the courts at Hyderabad.

Q. CONTRACT IMPLEMENTATION GUIDELINES AND SCHEDULE

1. IRDAI will finalize the guidelines and the milestones along-with the tentative schedule in a post award meeting with the Selected Agency within 15 (fifteen) days of the award of the contract.

R. ANNEXURES

Annexure A1 - Proposal for Empanelment (To be printed on the official letter head of the entity)

Date:

To

The General Manager
Policyholders' Protection & Grievance Redressal Department,
Insurance Regulatory and Development Authority of India,
Sy No. 115/1, Financial District, Nanakramguda,
Hyderabad 500 032

Dear Sir,

Re: Request for Proposal for Empanelment of Media buying/Advertising Agencies
Ref. No.: IRDAI/PP&GR/TNDR/MISC/52/3/2024 dated 16th March, 2024

We..... enclose herewith our bid for selection of my /our firm for empanelment. We also certify that the information/data/particulars furnished in our bid are factually correct and true to the best of our knowledge and abilities and request IRDAI to accept information mentioned herein. IRDAI may, however, verify the facts given by us, with any Authority, if required. If it is found at any point of time that the information furnished by us is inaccurate, IRDAI will have the right to disqualify /blacklist us or may initiate any action as it deems fit.

While submitting this bid, we certify/undertake that:

1. We have carefully studied all the terms and conditions and understood the parameters of the proposed work as detailed in the scope of work of this document and shall abide by them.
2. The information/data/particulars given in the RFP are true and correct in all aspects. We also accept that in the event of any information / data / particulars are found to be incorrect, IRDAI will have the right to disqualify /blacklist us and forfeit our EMD/S-EMD.
3. We have not been found guilty / penalized by any court in the past 10 (ten) years. We have not been blacklisted by any Central/State Government/Public Sector Undertaking/ Listed Company ever.

4. We understand that for delays not attributable to us or on account of uncontrollable circumstances, penalties will not be levied and that the decision of IRDAI will be final and binding on us.
5. We agree to abide by this offer till 90 (ninety) days from the last date stipulated by IRDAI for submission of bid, and our offer shall remain binding upon us and may be accepted by IRDAI any time before the expiry of that period.
6. We have not induced nor attempted to induce any other Bidder to submit or not submit a bid for restricting competition.
7. We agree that the quotes, terms and conditions furnished in this RFP are for IRDAI.

Yours sincerely,

Signature of the Authorised Signatory

Full Name

Designation

Address

Company Seal

Annexure A2 - Bidder's Information
(To be printed on the official letter head of the entity)

Details of the Bidder					
1.	Name of the Bidder				
2.	Address of the Bidder				
3.	Status of the Entity (Public Ltd./ Pvt. Ltd. / Partnership firm / LLP)				
4.	Details of Incorporation	Date:			
		Ref#			
5.	Valid GST Registration No.				
6.	Permanent Account Number (PAN)				
7.	Primary business of the Bidder				
8.	Experience of the Bidder in Media business.				
9.	Total number of regular employees engaged in media services and their details				
10.	Name & Designation of the contact person to whom all references shall be made regarding this tender				
11.	Contact details of the contact person	Contact No:			
		E-Mail :			
12.	Website of the agency				
13.	Financials of the Bidder for the previous 3 (three) financial years (Rupees in crores)	Particulars	2020-21	2021-22	2022-23
		Turnover/ Gross Billing			
		Net Profit			
		Profit after Tax (PAT)			
		Net Worth			
		Gross Media billing			

Yours sincerely,

Signature of the Authorised Signatory

Full Name

Designation

Address

Company Seal

Annexure A3 - Eligibility Criteria Response Sheet
(To be printed on the official letter head of the entity)

S.No	Qualifying Requirement (QR)	Documents to be enclosed	Relevant Documents attached	
			(Y/N)	Page No. from to
1.	Bidder should be a Registered Firm/Company Note: a. Bids from consortiums would not be entertained for this purpose b. Bidder shall not be a franchisee and franchisers will not be entertained	A copy of Registration Certificate issued by MCA/Competent Authority in the name of the Bidder		
2.	Bidder should have statutory registration(s) with Tax and other Compliance Authority/ies	A copy of PAN/TAN/VAT/Service Tax /GST Registration No. (whichever applicable) in the name of the Bidder		
3.	Bidder should have been registered in India on or before 01.04.2018	i. Copy of certificate of Incorporation ii. A copy of Memorandum/ Articles of Association or Partnership Deed in the name of the Bidder		
4.	Bidder should have full Accreditation/ Registration /Membership with at least three of the following professional bodies: a. The Indian Newspaper Society (INS) b. Advertising Standards Council of India (ASCI) c. Advertising Agencies Association of India (AAAI)	Latest certificates of full Accreditation/ Registration/ Membership from the		

	<p>d. Directorate of Advertising and Visual Publicity (DAVP)/Bureau of Outreach and Communication</p> <p>e. Indian Broadcasting Federation (IBF)</p>							
5.	The Bidder should have a full-fledged office in any of the metropolitan areas in India	A copy of latest Landline MTNL or BSNL phone bill/ Electricity bill / Registration with Shop and Establishment Dept./Registered rent or lease agreement in the name of the Bidder						
6.	<p>The Bidder should have sufficient manpower, i.e., more than 20 (twenty) regular employees in Media Services</p> <p>These staff members should be the regular employees of the Company/firm having record for payment of EPF, etc.</p>	<p>Self-certification to be furnished (for a maximum of 21 (twenty-one) employees) regarding number of employees in the following format:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 100%;">Name</td> </tr> <tr> <td>Designation</td> </tr> <tr> <td>PF/Employee No</td> </tr> <tr> <td>Working Since</td> </tr> </table>	Name	Designation	PF/Employee No	Working Since		
Name								
Designation								
PF/Employee No								
Working Since								
7.	<p>Bidder must have a Gross Media Billing of at least Rs.100 crores (Rupees One hundred crores) during each of the previous 3 (Three) financial years (April 2020 - March 2023)</p> <p>(Stand-alone turnover of the Company applying for the empanelment will be reckoned, not the parent/group company or subsidiaries or from franchisee)</p>	<p>i. Copies of the audited Balance Sheets and Profit and Loss accounts, duly certified by Statutory Auditor along with the Statutory Auditor's report for each financial year</p> <p>ii. A certificate from CFO/CA that income from Media Billing is at least Rs 100 (hundred) crore for each financial year</p>						
8.	The Net worth (Share Capital plus Reserves) of the Bidder should be positive during each of the	Audited financial statements (Reports) along-with a Certificate from Statutory Auditor						

	previous three financial years (April 2020 - March 2023)	certifying Net worth for each financial year		
9.	The Bidder must have booked a profit after tax (PAT) continuously during each of the previous three financial years (April 2020 - March 2023)	The Audited Balance Sheet and Profit & Loss Statement for all the three financial years along-with a Certificate from Statutory Auditor certifying PAT for each financial year		
10.	The Bidder should have been providing Media Buying services to at least three Public Sector Undertakings / Government / Public Sector Banks / Insurers/ Regulatory Institutions in India during the previous three financial years (April 2020 - March 2023)	Appointment letters/ Work Order/ Copy of 'Experience Certificate' from such clients demonstrating proven experience in Media Buying services		
11.	The Bidder should have done a minimum of 3 (three) Media/ Advertising campaigns in at least 6 (six) languages (out of the 14 (fourteen) languages mentioned in this bid document, including Hindi and English) during the previous three financial years (April 2020 - March 2023)	Self-certified proof of execution of work, supported by Client Purchase Orders and/or Copy of 'Experience Certificate' from such clients, demonstrating proven experience		
12.	The Bidder should have executed large Impact Properties such as IPL, ICC Men's Cricket World Cup, KBC Hindi, etc., excluding IRDAI's campaign (if any) during the previous 3 (three) financial years (April 2020 - March 2023)	Client Purchase Orders and/or copy of 'Experience Certificate' from such clients demonstrating proven experience in such large impact properties		
13.	Bidder should not have been found guilty / penalized by any court in the past 10 (ten) years. They should not have been blacklisted by any Central/State Government/Public Sector Undertaking/ Listed Company ever	Undertaking, as per Annexure A1. However, IRDAI reserves the right to independently verify the same		

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

Signature.....
Full Name.....
Designation.....
Address.....
(Authorised Signatory)
Company Seal

Note:

1. If needed, the Bidder can use separate sheets for explaining the above points, relevant pages must be referenced in the respective box of the table.
2. IRDAI reserves the rights to verify the facts given by the Bidder with any Authority, if required.
3. Only those Bidders meeting the Minimum Eligibility Criteria as on the date of RFP are eligible to apply. Bidders not meeting the Eligibility Criteria will not be considered for further evaluation in any case.

Annexure A4 - Technical Evaluation

(To be printed on the official letter head of the entity)

Part I of the Technical Evaluation

To be submitted by the Bidders strictly in the following format/order in respect of each item. All documents to be attached in support shall be serially numbered, stamped (company seal) and signed by the Authorized Signatory/CA, as applicable.

Technical Evaluation shall be carried out for only those bidders who are eligible to participate as per the eligibility criteria ([Annexure A3](#)) mentioned in this bid document.

(All Amounts are in rupees)

S.No	Criteria for technical evaluation (Please tick the relevant option)	Documentary Evidence	Scoring In marks	Relevant Documents attached	
				(Y/N)	Page No from..... to.....
1.	During the previous 3 financial years (FY) (April 2020 to March 2023), work of similar nature (as defined in aforesaid Para C - Scope of Work , in this document) undertaken with Public Sector Undertakings / Government / Public Sector Banks / Insurers/ Regulatory Institutions in India a. Worked with 3 to 5 clients b. Worked with 6 to 10 clients c. Worked with more than 10 clients	Appointment letters/ Work Order/ Copy of 'Experience Certificate' from such clients demonstrating proven experience in Media Buying services (for a maximum of 11 clients)	a. 4 b. 7 c. 10		
2.	The gross Media Billing of the Bidder during the previous three financial years (April 2020 to March 2023): a. Average total billing during the previous three FY = Rs.100 Crores to Rs.200 crores	i. Copies of the audited Balance Sheets and Profit and Loss accounts, duly certified by the Statutory Auditor along with the Statutory	a. 6 b. 8 c. 10		

	<p>b. Average total billing during the previous three FY = More than Rs.200 crores but up to Rs.400 crores.</p> <p>c. Average total billing during the previous three FY = More than Rs.400 crores</p>	<p>Auditor's report for each financial year</p> <p>ii. A certificate from CFO/CA that income from Media Billing is at least Rs.100 crores for each financial year, as stipulated</p>			
3.	<p>The Net worth (NW) of the Bidder as on March 31, 2023</p> <p>a. Up to Rs.15 crores</p> <p>b. More than Rs.15 crores but up to Rs.25 crores</p> <p>c. More than Rs.25 crores</p>	<p>A Certificate from the Statutory Auditor for the Net worth as on March 31, 2023</p>	<p>a. 6</p> <p>b. 8</p> <p>c. 10</p>		
4.	<p>The average Profit After Tax (PAT) of the Bidder during the previous three financial years (April 2020 to March 2023)</p> <p>a. Up to Rs.5 crores</p> <p>b. More than Rs.5 crores but up to Rs.8 crores</p> <p>c. More than Rs.8 crores</p>	<p>The Audited Balance Sheet and Profit & Loss Statement for all the three financial years along with a certificate from the Statutory Auditor, certifying PAT for each financial year</p>	<p>a. 6</p> <p>b. 8</p> <p>c. 10</p>		
5.	<p>Number of Media Campaigns (other than with IRDAI) with a media billing of Rs.10 crores and above, during the previous 3 financial years (April 2020 to March 2023)</p> <p>a. 3 to 5 campaigns</p> <p>b. 6 to 9 campaigns</p> <p>c. More than 9 campaigns</p>	<p>Proof of such media campaigns (for a maximum of 10 campaigns)</p>	<p>a. 4</p> <p>b. 7</p> <p>c. 10</p>		
6.	<p>Experience in the field of Media Buying:</p> <p>a. 5 years to 10 years</p> <p>b. More than 10 years but up to 15 years</p> <p>c. More than 15 years</p>	<p>Furnish self-certified proof/s of relevant experience/campaigns</p>	<p>a. 4</p> <p>b. 7</p> <p>c. 10</p>		
7.	<p>Media Billing from the top 3 clients during the previous</p>	<p>A certificate from CFO/CA related to</p>	<p>a. 4</p> <p>b. 7</p>		

	<p>three financial years (April 2020 to March 2023)</p> <p>a. More than 70% of Gross Media Billing</p> <p>b. 50% to 70% of Gross Media Billing</p> <p>c. Less than 50% of Gross Media Billing</p>	<p>the Gross Media Billing of the top 3 clients during the previous three financial years (April 2020 to March 2023)</p>	<p>c. 10</p>		
8.	<p>Execution of sponsorship or equivalent in high value impact properties such as IPL, ICC Men's Cricket World Cup, KBC Hindi, Big Boss Hindi, FIFA World Cup during the previous three financial years (April 2020 to March 2023) in National or Regional TV Channels:</p> <p>a. 1 to 2 Impact Properties</p> <p>b. 3 to 5 Impact Properties</p> <p>c. More than 5 Impact Properties</p>	<p>Reference Orders(RO)/Orders without commercial details (for a maximum of 6 high value impact properties)</p>	<p>a. 4</p> <p>b. 7</p> <p>c. 10</p>		
9.	<p>Execution of digital campaigns (including Social Media with Facebook, Instagram, WhatsApp, Google, YouTube, LinkedIn, Twitter) during the previous 3 financial years (April 2020 to March 2023)</p> <p>a. 3 to 5 campaigns</p> <p>b. 6 to 9 campaigns</p> <p>c. More than 9 campaigns</p>	<p>Reference Orders(RO)/Orders without commercial details (for a maximum of 10 such campaigns)</p>	<p>a. 4</p> <p>b. 7</p> <p>c. 10</p>		
10.	<p>Number of Hindi, English and Regional language newspapers having circulation of more than 5 Lakh copies (all editions combined, for each newspaper), as per the Audit Bureau of Circulation, which can be brought in at CBC/DAVP rates</p> <p>a. Less than or equal to 25 newspapers</p>	<p>An undertaking on behalf of the publications to enable the space in the offered newspapers at CBC rates at the time of assignment of the job and the correctness of the circulation figures given</p>	<p>a. 4</p> <p>b. 7</p> <p>c. 10</p>		

	b. More than 25 but upto 50 newspapers c. More than 50 newspapers				
		Total Maximum Marks	100		

Annexure A4 - Evaluation for presentation

Part II of the Technical Evaluation (Presentation)

The bidder has to make a presentation keeping in mind the following Criteria for evaluation

S. No	Criteria	Maximum Marks
1.	Understanding of the brief and overall planning for the campaign and ability to provide Innovative suggestions for the campaign	40
2.	Ability of advising effective Media Strategy to IRDAI to reach the desired target audience	40
3.	Ability of the Media Agency/ies to provide slots in the prime time or Impact Properties in TV at competitive rates and premium pages in Newspapers at CBC rates	20
	Total Maximum Marks	100

Annexure A5 - Declaration for Acceptance of Terms and Conditions of RFP

(To be printed on the official letter head of the entity)

Date:

The General Manager
Policyholders' Protection & Grievance Redressal Department
Insurance Regulatory and Development Authority of India
Sy No. 115/1, Financial District, Nanakramguda
Hyderabad 500 032

Dear Sir,

**Re: Request for Proposal for Empanelment of Media Buying/Advertising Agencies
IRDAI/PP&GR/TNDR/MISC/52/3/2024 dated 16th March, 2024**

I have carefully gone through the Terms & Conditions and Scope of work contained in the above referred RFP document. I declare that all the provisions of this RFP are acceptable to my Company. I further certify that I am an Authorised Signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Authorised Signatory)

Name

Designation

Seal

Date

Business Address

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against Fraud, Corruption and Money Laundering in force in India. We understand that if we are found in breach of any of these laws, we are liable for instant termination by IRDAI.

We have complied/shall comply with all the terms and conditions of the RFP. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this..... day of.....2024.

(Signature)

(Name) (In the capacity of)

Duly authorized to sign Bid for and on behalf of

Annexure A6 - Format for Earnest Money Deposit
(To be submitted by the Scheduled Commercial Bank)

The General Manager
Policyholders' Protection & Grievance Redressal Department
Insurance Regulatory and Development Authority of India
Sy No. 115/1, Financial District, Nanakramguda
Hyderabad 500 032

**Re: Request for Proposal for Empanelment of Media buying/Advertising Agencies
IRDAI/PP&GR/TNDR/MISC/52/3/2024 dated 16th March, 2024**

WHEREAS Insurance Regulatory and Development Authority of India (IRDAI), having its Head Office at Hyderabad, has invited RFPs for providing a platform to execute a campaign to create awareness amongst the citizens of India.

1. It is one of the terms of invitation of RFPs that the Bidder shall furnish a Bank Guarantee for a sum of Rs.30,00,000/- (Rupees Thirty Lakhs only) as Earnest Money Deposit.
2. M/s._____, (hereinafter called as Bidder), who are our constituents intend to submit their RFP for the said work and have requested us to furnish guarantee to IRDAI in respect of the said sum of Rs.30,00,000/- (Rupees Thirty Lakhs only).
3. **NOW THIS GUARANTEE WITNESSETH**
 - 3.1 We, _____ (bank) do hereby agree with and undertake to IRDAI their successors, assigns that in the event of IRDAI coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or has committed a breach thereof, which conclusion shall be binding on us as well as the said Bidder, we shall on demand by IRDAI, pay without demur to IRDAI, a sum of rupees mentioned as EMD i.e., Rs.30,00,000/- (Rupees Thirty Lakhs only) or any lower amount that may be demanded by IRDAI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Bidder under the said conditions.
 - 3.2 We also agree to undertake and confirm that the sum not exceeding the EMD amount i.e., Rs.30,00,000/- (Rupees Thirty Lakhs only) as aforesaid shall be paid by us without any demur or protest, merely on receipt of a demand from IRDAI by a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice in writing from IRDAI shall be conclusive and binding on us and the demand by IRDAI by notice in writing shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by IRDAI within a period of two working days from the date of receipt of the notice as aforesaid.

- 3.3 We confirm that our obligation to IRDAI under this guarantee shall be independent of the agreement or agreements or other understandings between IRDAI and the Bidder.
- 3.4 This guarantee shall not be revoked by us without prior consent in writing of IRDAI.
4. We hereby further agree that –
- 4.1 Any forbearance or commission on the part of IRDAI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said RFP and/or hereunder or granting of any time or showing of any indulgence by IRDAI to the Bidder or any other matters in connection therewith shall not discharge us in any way our obligation under this guarantee.
- 4.2 Our liability under these presents shall not exceed the sum of Rs.30,00,000/- (Rupees Thirty Lakhs only).
- 4.3 Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in RFP for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- 4.4 This guarantee shall remain in force up to 1 year from the last date of submission of bid which is 23rd April, 2024 provided that if so desired by IRDAI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- 4.5 Our liability under this presents will terminate unless these presents are renewed as provided herein above on the day when our said constituents comply with their obligations, as to which certificate in writing by IRDAI alone is the conclusive proof whichever date is later. Unless a demand by a notice in writing is made by IRDAI within six months from that date or any extended period, all the rights of IRDAI against us under this guarantee shall be forfeited and shall be released and discharged from all our obligations and liabilities hereunder.

Yours' faithfully,

For and on behalf of

Authorized official (Company Seal)

(NB: This guarantee will require stamp duty as applicable in the State, where it is executed and shall be signed by the official whose signature and Authority shall be verified)

Annexure A7 - Format for Pre-Bid Queries

(To be printed on the official letter head of the entity in excel file format only)

**Re: Request for Proposal for Empanelment of Media Buying/Advertising Agencies
IRDAI/PP&GR/TNDR/MISC/52/3/2024 dated 16th March, 2024**

Bidder's Name:

Contact Person:

Contact no / email id:

Queries:

Sr. No.	RFP Ref. Page No.	RFP Para No.	Existing Clause Details	Clarifications sought

Yours sincerely,

Signature of the Authorised Signatory

Full Name

Designation

Address

Company Seal

Annexure A8 - Pre-Bid Contract Integrity Pact

General

This Pre-bid contract Integrity Pact (hereinafter called the integrity Pact) is made on ----- day of the ----- month of 2024, between, on one hand the Insurance Regulatory and Development Authority of India acting through the General Manager, PPGR Department, Insurance Regulatory and Development Authority of India (hereinafter called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s represented by Chief Executive Officer (hereinafter called the “BIDDER” which expression shall mean and include unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS THE BUYER proposes to procure (advertising services in print, electronic and other media) and the BIDDER is willing to offer/has offered the advertising services and WHEREAS THE BIDDER is (please indicate category e.g. Private Company/Public Company/Partnership etc.), constituted in accordance with the relevant law in the matter and the BUYER is a statutory body performing its functions under the Insurance Regulatory and Development Authority of India Act, 1999.

NOW THEREFORE

To avoid all forms of corruption by following a system that is fair transparent and free from any influence/prejudiced dealings prior to during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the BUYER to receive the required services as per the RFP in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption in any form by, its officials by following transparent procedures.

The Parties hereto hereby agree to enter into this integrity Pact and agree as follows:

1. Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through intermediaries any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an

advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings or any other action as deemed fit including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3. **Commitments of BIDDER**

- 3.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre- contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -
 - 3.1.1 The BIDDER will not offer, directly or through intermediaries any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evolution, contracting and implementation of the contract.
 - 3.1.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or bearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.
 - 3.1.3 BIDDERS shall disclose the name and address of its agents and representatives.

- 3.1.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.1.5 The BIDDER either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of service agreed upon for such payments.
- 3.1.6 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
- 3.1.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.1.8 The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.1.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.1.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.1.11 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDERS firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term 'relative' to this purpose would be as defined in Section 2(77) of the Companies Act 2013 or as amended thereto.
- 3.1.12 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly, or indirectly with any employee of the BUYER.

4. **Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged here under or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process, empanelment or the contract, if already awarded; can be terminated for such reason.

5. **Earnest Money**

While submitting the Bid in the main tender, the BIDDER shall deposit an amount as may be specified by the BUYER in the main tender (as Earnest Money/Security Deposit) with the BUYER through instruments, the detail of which along with the amount will be notified by the BUYER in the main tender.

6. **Sanctions for Violations**

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions wherever required:

6.1.1 To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

6.1.2 To forfeit the Earnest Money Deposit (in pre-contract stage) either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

6.1.3 To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

6.1.4 To immediately cancel the contract, if already signed without giving any compensation to the BIDDER.

6.1.5 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

6.1.6 To debar the BIDDER from participating in future bidding processes for a minimum period of five years, which may be further extended at the discretion of the BUYER.

6.1.7 To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agency/ies or broker with a view to securing the contract.

6.1.8 The BUYER will be entitled to take all or any of the actions mentioned above as an offence, as defined in Chapter IX of the Indian Penal Code,1860 or Prevention of

Corruption Act, 1988 or any other statute enacted thereafter for prevention of corruption.

6.1.9 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER, shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. **Independent Monitors**

7.1 Insurance Regulatory and Development Authority of India has appointed Shri. Rajesh Ranjan, IPS (Retd) as the Independent External Monitor to oversee the compliance of both the Parties to the Integrity Pact. The contact details of IEM are:

Shri. Rajesh Ranjan, IPS (Retd)

A1 (Ground Floor), Niti Bagh,

August Kranti Marg,

New Delhi – 110049

Mob: 9958511222

E-mail: rajeshranjan2@gmail.com

7.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Pact.

7.3 The Monitor shall not be subject to instructions by the representatives of the Parties and perform his functions neutrally and independently.

7.4 Both the Parties accept that the Monitor has the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5 As soon as the Monitor notices, or has reason to believe a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.6 The BIDDER accepts that the Monitor has the right to access without restriction to all project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractors(s) with confidentiality.

7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the Parties related to the Project, provided such meetings could have an impact on the contractual relations between the Parties. The Parties will offer to the Monitor the option to participate in such meetings.

7.8 The Monitor will submit a written report to the designated Authority of BUYER/ within 8 to 10 (eight to ten) weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasions arise, submit proposals for correcting problematic situations.

8. **Facilitation of investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its Agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. **Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place performance and jurisdiction are the seat of the BUYER.

10. **Other Legal Actions**

The actions stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or original proceedings.

11. **Validity**

11.1 The validity of this integrity Pact shall be from the date of its signing and extend upto 5 (five) years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of Bid opening.

11.2 Should one or several provisions of this Pact turn out to be invalid; remainder of this Pact shall remain valid. In these cases, the Parties strive to come to an agreement to their original intentions.

12. **The Parties hereby sign this integrity PACT at _____ on _____, 2024**

BUYER	BIDDER
The General Manager Policyholders' Protection & Grievance Redressal Department, Insurance Regulatory and Development Authority of India,	Name of the Authorised Signatory Designation Name of the Applicant

Sy No. 115/1, Financial District, Nanakramguda, Hyderabad 500 032	
Witness 1. _____ 2. _____	Witness 1. _____ 2. _____