



Life Insurance Council

Together in service

**REQUEST FOR PROPOSAL (RFP)
FOR
SELECTION OF CREATIVE AGENCIES**

LIFE INSURANCE COUNCIL

Date: 9th October 2024

RFP for Selection of Creative Agencies

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1. Invitation to Bid:

Life Insurance Council herein after referred to as '**LICouncil**', is having its Corporate Centre at 4th Floor, Jeevan Seva Annexe Bldg. S. V. Road, Santacruz (W), Mumbai 400054, Mumbai is Requesting for Proposal for Selection of Creative Agencies.

- i. To meet the service requirements, LICouncil plans to solicit bids from qualified agencies to deliver services outlined in '**6. Scope Of Work**' of this Request for Proposal ("**RFP**") document.
- ii. The term Bidder shall refer to any entity (i.e., juristic person) that meets the Criteria mentioned in '**8. Bidders Eligibility Criteria**' of this RFP and is willing to provide the Services outlined in this bidding document. Prospective Bidders who concur with all the terms and conditions specified in this document may submit their Bids, inclusive of the requested information as per this RFP.
- iii. Contact details including email address for submission of bids and sending communications are given in '**12. Bid Preparation & Submissions**' & '**13. Clarifications on RFP/ Pre-Bid Meeting**' of this RFP document.
- iv. The bidders are requested to submit a detailed Information for selection of agencies basis the requirement outlined under this RFP.
- v. The criteria and process for evaluating responses to this RFP and selecting the successful Bidder are solely at the discretion of LICouncil. This RFP solicits proposals from Bidders possessing the requisite experience, capability, and expertise to deliver the proposed Services in accordance with LICouncil's requirements as outlined in this RFP.
- vi. The bidders are requested to visit the following www.lifeinscouncil.org for going through the bid documents.

Schedule Of Events:

Sr. No.	Particulars	Remarks
1	Name & Address of issuing department.	Mr. S.N.Bhattacharya - Secretary General, Life Insurance Council, 4th Floor, Jeevan Seva Annex Building, Swami Vivekananda Road, Santacruz West, Mumbai, Mumbai, Maharashtra 400054
2	Bid Opening Date:	9th October 2024
3	Last date for seeking clarification	All communications regarding points or queries requiring clarification must be submitted by email in the format specified in the RFP Up to 12:00 PM IST on 12th October 2024 Email Id: iac.admin@lifeinscouncil.org marking kashyapp@deloitte.com , ssethia@deloitte.com and ruttekar@deloitte.com
4	Last date and time for Bid submission	Up to 3:00 PM IST on 24th October 2024 Email Id: licouncil@lifeinscouncil.org
5	Preliminary pitch presentations	Tentatively in 4th week of October
6	Final presentations of shortlisted bidders	The selected bidders shall be advised separately through email for making their presentations on a subsequent date.
7	Bid winner announcement	Tentatively in 3rd week of November

2. Appointment of Partner:

To ensure a thorough and unbiased selection process for the Bidder, LICouncil has appointed 'Deloitte Touché Tohmatsu India LLP ("DTTILLP") as the official partner for objective evaluation. Acting on behalf of LICouncil, DTTILLP will oversee and manage the entire evaluation process, which includes multiple critical components:

- a) **Techno-Commercial Evaluation:** DTTILLP will conduct a detailed analysis of both the technical and commercial aspects of each Bid. This involves assessing the technical feasibility, compliance with specified requirements, and the overall cost-effectiveness of the proposals in consultation with LICouncil.
- b) **Commercial Bids Management:** DTTILLP will handle the review and comparison of the financial proposals submitted by the Bidders. This includes ensuring that the Commercial Bids align with the budgetary constraints and financial objectives set by LICouncil.
- c) **Contract Evaluation:** DTTILLP will assist in evaluating the contractual terms and conditions proposed by the Bidders. This involves scrutinizing the legal and operational aspects of the contracts to ensure they meet LICouncil's standards and mitigate any potential risks.
- d) **Coordination of Activities:** DTTILLP will facilitate all related activities as agreed upon with LICouncil, ensuring a seamless and coordinated approach to the evaluation process. This includes maintaining clear communication channels, scheduling evaluations, and ensuring that all procedural requirements are met.

By partnering with DTTILLP, LICouncil aims to leverage their expertise to select the most suitable Bidder who can deliver the required Services effectively and efficiently. This collaboration is intended to uphold the highest standards of transparency, fairness, and strategic alignment throughout the selection process.

3. Disclaimer:

- a) The information contained in this RFP document or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of LICouncil, is subject to the terms and conditions set out in this RFP document.
- b) The Bid documents will be available on LICouncil's website www.lifeinscouncil.org other details under Insurance Awareness Campaign, Menu – RFP Creative Agency
- c) The response to the Bid queries will be published on website or will be provided to the participating Bidders via email. The documents asked under sections, eligibility criteria and technical evaluation criteria are to be submitted on the mail id: licouncil@lifeinscouncil.org .
- d) The Bids are to be submitted in accordance with section '12. Bid Preparation & Submissions' of this RFP.
- e) This RFP does not constitute an offer by LICouncil but serves as an invitation to eligible Bidders to submit their responses. No contractual obligations will be established for LICouncil/DTTILLP through the RFP process unless and until a formal contract is duly signed and executed by authorized officials of LICouncil with the selected Bidders.
- f) The purpose of this RFP is to provide Bidders with information to assist in preparing their proposals. It may not have all the necessary information each Bidder may need. Bidders are requested to conduct their own investigations and verify the accuracy, reliability, and completeness of the RFP's information. LICouncil may, at its discretion, update, amend, or supplement the RFP information without obligation.
- g) LICouncil and DTTILLP make no representations or warranties and accept no liability for any loss, damage, costs, or expenses arising from this RFP, including its accuracy, adequacy, completeness, or reliability. This includes any issues related to the information or assessments provided in this RFP or participation in the bidding process. It also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- h) The RFP proposed does not obligate LICouncil/DTTILLP to necessarily select a Bidder or engage a Bidder for the proposed services. LICouncil/DTTILLP reserves the right to reject any or all Bidders or Bids without providing any reason.

- i) The Bidder is expected to provide the necessary documents as stated in the RFP. Failure to submit documents may result in rejection of the Bid.
- j) The Bidder should submit any queries or requests for clarification to iac.admin@lifeinscouncil.org, marking kashyapp@deloitte.com, ssethia@deloitte.com, and ruttekar@deloitte.com, if any. And the bid submissions should be emailed to licouncil@lifeinscouncil.org and sent via courier to the address provided in section *Bid Preparation & Submissions*.
- k) Response to this Bid by the Bidder will be deemed as consent to all the terms and conditions mentioned in this RFP along with its Annexure(s), Clarifications, if any
- l) The Bidders are requested to read the entire RFP document. Submission of a Bid will be construed as acceptance of all legal terms and conditions mentioned in the RFP document.
- m) At any time prior to the last date for receipt of Bids, LICouncil may, for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify the RFP Document by issuing corrigendum. Amendments will be provided in the form of Addenda / Corrigenda to the RFP document, which will be uploaded on the website or email. Addenda / Corrigenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda / Corrigenda had been taken into account by the Bidder.
- n) The Bidders should ensure that their key SMEs are present in meetings during the course of the projects and at the request of the LICouncil lead squads.
- o) This includes providing updates, discussing progress, and addressing any questions or concerns raised by the committees.
- p) The Bidder's availability for these presentations is essential to ensure effective communication and alignment with the LICouncil's expectations and requirements.

4. Definitions:

The following terms shall be interpreted as indicated below:

- a) "LICouncil" refers to the Life Insurance Council. It is a forum that connects the various stakeholders of the Life Insurance sector. It develops and coordinates all discussions between the Government, Regulatory Board and the public. Constituted under Section 64C of Insurance Act 1938, the LI Council functions through several sub-committees and includes all 26 life insurance companies in India and having their headquarters at Santacruz, Mumbai.
- b) "DTTILLP" shall mean "Deloitte Touche Tohmatsu India LLP", a limited liability partnership duly incorporated under the laws of India and subsisting under the Limited Liability Partnership Act, 2008; "Deloitte Entity" means a member firm of DTTL (including DTTILLP), but not DTTL itself, and their respective subsidiaries and affiliates, their predecessors, successors and assignees, all partners, associate partners, principals, members, owners, directors, employees, and agents of all such entities.
- c) "Bidder/Agencies", "Firm", "Company", "Applicant", "Bidder" means an eligible entity/firm submitting their proposal for providing services to LICouncil in accordance with this RFP in response to this RFP.
- d) "Proposal" or "Bid" means the written reply or submission of response to this RFP.
- e) "The Contract Price/Project Cost/Commercial Bid" means the total price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations.
- f) "Services/Assignment/job" means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and includes provision of technical assistance, training, certifications, auditing and any other obligation of the Vendor covered under this RFP.
- g) "BFSI" stands for Banking, Financial Services, and Insurance.
- h) All the Commercial Bids mentioned in the RFP to be submitted in **INR ₹** inclusive of government applicable taxes.
- i) "RFP" means this Request for Proposal issued by LICouncil for the selection of creative agencies (this document) in its entirety, inclusive of any addenda that may be issued by LICouncil.
- j) Contract means the contract to be entered into between the LICouncil and the Successful Bidder.
- k) "Selected Bidder/ Vendor/ Supplier/ Contractor/ Service Provider/Successful Bidder" is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as the Successful Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by LICouncil.
- l) "Term" means the period for which the Bidder is appointed as per Clause 29.

5. Overview:

5.1. Background

About “Sabse Pehle Life Insurance” campaign

An expression of “Sabse Pehle Life Insurance” was crafted with an objective to instill the thought of fundamental importance of Life insurance amid multiple investment options. The idea was to establish that life insurance is a “must have” and to distinguish it as the need to secure a family’s future against uncertainty vis-a-vis any other financial product which is meant for investment purposes.

Till date, two phases of the campaign have been executed with the positioning of “Sabse Pehle Life Insurance” - Dec’19 – Mar’20 and Feb – Mar’22. Across these two phases, multiple media were utilized including TV, Print, OOH, Digital, coupled with editorial media coverage (PR).

Post the second phase, a survey was conducted (12,000 respondents across the country), which revealed that life insurance awareness stood at 99%, up from 96%, thereby meeting the awareness objective.

Phase 1 & 2: While the previous two campaigns and the positioning served its purpose of creating awareness, however, key concerns that were identified are:

- Willingness to definitely purchase a life insurance for self was lower (definitely purchase - 44%) than willingness to recommend to others (definitely recommend - 50%).
- Creative fatigue, as consumers had seen the commercials (single creative) multiple times across the two phases.
- Awareness for individual categories may be low given the messaging was limited to promoting life insurance category (Indicated by other surveys).

5.2. Probable Reasons for low consideration

While consumers are aware about “Life Insurance”, but it is still not considered as one of the “must have” products in their minds and there can be multiple reasons for the same-

- **Lack of understanding:** There are multiple types of life insurance plans and options available in the category, catering to different needs of the consumers. It can be challenging for the consumers to understand and choose as per their need.

- **Negligence:** Life insurance is not required by the law. People do not feel the need till they are in good health or do not have a disease or experience an unfortunate event. According to studies, 40% of families may find it difficult to meet their living expenses in the absence of single earning member.
- **Considered as an expense:** It is considered expensive or treated as an additional expense without being aware of the different affordable plans.
- **Unaware of financial risk:** Majority of Indians feel they do not need life insurance because “nothing will happen to them”. Thus, they are unaware of financial risk in case of an unplanned emergency.
- **Miscalculation:** Many of them believe that it is important to leave behind only assets which the family can use for their living.
- **Lack of social security:** In India there is no provision of social security and consumers are unaware of what is the adequate amount needed during retirement, for medical expenses, in case of loss of income or additional income required.

5.3 Objective: Phase 3

A. Campaign Objective

Considering the key learnings from post campaign study (intent to purchase for self @ 44% and recommendation @ 50%), the industry is keen to launch Phase 3 with an overall objective:

- To shift the conversation from awareness to drive purchase consideration/ conviction across key consumer needs with insight led communication campaign.
- To create a communication strategy for 3 years to ensure continuous visibility, and drive behavioral change

B. Communication objective

While the positioning of “Sabse Pehle Life Insurance” campaign achieved its purpose of highlighting the importance and increasing awareness of life insurance, however,

- Now we need to dive in a step further and address “why” and “how”.
- Life insurance is a “must have”, which needs to be re-emphasized by attacking the myths around the category and establish the need for the products.
- Explain “why” life insurance is essential and “how” it can benefit consumers by debunking myths and exploring different types of insurance.
- Encourage Action: Motivate people to buy life insurance by highlighting its benefits and aligning it with their life stage or age.

6. Scope of work with estimated timelines:

6.1. Communication Strategy

To create a 3-year plan with 360-degree approach, to establish the messaging and lead the campaign to the next level. Ensure continuous engagement with “Always On” campaign using traditional, digital, social media platforms, as well as editorial media coverage powered by PR (designated CEOs to be spokesperson)

- Category led content or campaign to:
 - Address the consumer myths pertaining to the category e.g., trust deficit, lack of conviction in receiving claims on time/ full amount, tedious claims/ investment returns receipt process etc.
 - Address key consumer needs pertaining to specific categories and how Life Insurance is a relevant proposition in each case – Financial security (Term insurance), fulfilling aspirations & life goals (Savings/Guaranteed income/Wealth creation plans), and retirement planning (annuity/pension plans) etc.
 - How does life insurance differ from other savings instruments, and why should the returns on life insurance policies not be compared with those of other financial instruments?
- NOTE: The above two key objectives are directional in nature and would be tweaked basis the behavioral study that will be conducted in September’24. The finalized agency will be asked to make modifications to their strategy presented during pitch presentations (if and as required from the behavioral study findings). This approach has been adopted to ensure that the creative agency is finalized during the behavioral study so that the planning and/or creative team can be part of the research field work and get a first-hand experience of consumer insights.
- It may be noted that as far as the final communication creatives are concerned, we prefer a segmented approach targeting specific segments like youth, women, married, married with children, seniors etc.

Agency recommendations on the following aspects:

- Specific recommendations on **use of celebrities** (immediate or future)
- The current campaign positioning “Sabse Pehle Life Insurance” to be evaluated and revised (if necessary).
- Recommendations on Content led activities (that will complement/ add to the impact of the main creative) to make consumers understand, appreciate, and adopt life insurance solutions in their life. It can be a combination of long and short format content.

6.2. Approach

Develop a phase-wise multimedia campaign, with each phase progressively increasing consideration for life insurance and its categories.

While the communication approach will be formalized basis the insights from research, here is the indicative approach:

a. Phase 3 (FY2025):

Overarching theme – Life insurance is the right choice for consumers to meet their life stage needs as mentioned in the creative strategy. The creative agencies are to present ideas for the below two points, that form part of this directional brief.. Onboarding the creative agency is critical basis the current directional brief so that the creative agency can attend the behavioral study field work and get firsthand feedback to sharpen the creative messaging subsequently.

Two areas in which creative ideas are sought are :

- A) Bust common myths – trust deficit (claim payment), high charges, mis-selling etc.
- B) Build purchase preference for identified categories (Term, savings, and pension)

We can extend the consumer segments and therefore the communication/ messaging in the subsequent 2 years of the campaign as follows:

b. FY2026

Expand focus to target segments such as youth and working women, specifically for Term insurance and savings/investment-linked products.

c. FY 2027:

Further extend to target groups such as individuals approaching retirement, single mothers, and first jobbers.

****This plan is indicative and subject to change based on the outcomes of the FY 25 campaigns. Adjustments may be made in response to evolving insights, consumer feedback, and campaign performance metrics. Final strategies and directives will be refined to align with observed results and ensure the most effective approach in meeting the campaign objectives.***

6.3. Creative deliverables / Assets

- Tone of Voice: Options of how the message should be communicated (e.g., friendly, professional, authoritative, playful).
- Visual Style: Options on the Guidelines on the look and feel of the creative (e.g., bold colors, minimal design, use of imagery).
- Differential approach for each age group matching their preferences, if required communication and creative strategy as recommended by the agency over the next 3 years.
- Creation of Master TVCs (Television Commercial) and shorter edits including vernacular languages as per the media plan.
- Creation of Master Digital DVCs (Digital Video Commercial) including vernacular languages.
- Creation of Print, OOH, Radio, Social Media Campaigns
 - Adapts across ratios, edits (*to be shared separately)
- Production Management (TVC & DVC)
 - Shortlisting production house/briefing director/ cost negotiation/PPM/shoot coordination
- Production Management (Still Shoot)
 - Shortlisting photographers/ briefing/ cost negotiation/PPM/shoot coordination & supervision
- Production Management (Radio)
 - Radio production: Shortlisting production house/briefing producer/ cost negotiation/recording supervision & coordination

6.4. Key Performance Indicators

The communication campaign will be evaluated on parameters such as:

- Relevance
- Likeability
- Meaningful
- Persuasion
- Uniqueness
- Comprehension

For post campaign evaluations, the movement in consideration and purchase intent will be measured.

6.5. Target Audience

The primary target audience is Male/Female, in the broad age group of 25-60 years, SEC AB in Tier I, II, III and Rural India.

It includes any individual who is earning and has a family with insurable interest. Anyone who wants to protect the family from loss of income during uncertainties of life, having goals to protect the financial future of his/her children, or planning for retirement.

Listed below are some segments defining their age and life stage for deeper understanding and targeting the relevant set of audience and therefore the creatives will be required by segments/categories.

Segment	TG	Category
Married with/without Children	25-40	Term Savings Wealth Creation
Nearing Retirement	45-60	Savings Wealth creation Pension
Women - Married working women / Housewives / Single mothers	25-45	Term Savings Wealth creation Annuity Pension

7. Bid Evaluation Process:

Round 1 - Eligibility Criteria & Technical Evaluation (100 Marks):

Shortlisting of Bidders from the pool of submitted Bids.

- All Bids submitted in response to this RFP will undergo a thorough evaluation process. This process will be conducted in accordance with the eligibility criteria and technical evaluation requirements as outlined in this RFP. Section “8. Bidders Eligibility Criteria” & “9. Technical Evaluation Parameters”.
- Each submission will be assessed and scored on a scale of 0 to 100 points. The scoring will be based on the criteria specified in this RFP, including but not limited to technical capabilities and compliance with overall requirements.
- Bidders whose submissions qualify will proceed to the next round of the selection process. This next phase may consist of preliminary round presentations or final presentations, contingent upon the number of Bidders and the specific requirements of the RFP.
- LICouncil will scrutinize Bids for completeness, computational accuracy, provision of specified information as outlined in the bid document, proper documentation, and overall compliance. Bids found not substantially responsive will be rejected.

Bidders to note that each round’s scoring will be normalized for the next round for the Bidder’s re-evaluation.

***Round 2 - Preliminary Round Presentation (70 Marks):**

- Based on the evaluation of eligibility criteria and technical submissions, Bidders who are shortlisted will be invited to participate in a preliminary round. In this round, shortlisted Bidders will be required to present their proposals before the Selection Committee.
- The presentations conducted during the preliminary round will be evaluated according to a detailed set of criteria as outlined in Section 10 of this RFP.
- Each presentation will be scored on a scale of 0 to 70 points, based on the aforementioned criteria.

***Preliminary Bid presentations will be conducted only if a substantial number of Bids are received and meet the eligibility criteria. The determination of whether to hold these presentations will be made by LICouncil’s squad members in conjunction with DTTILLP. The preliminary pitch presentations are tentatively scheduled for [4th week of October 2024] and will be communicated via email to Bidders who meet the eligibility and technical criteria.**

Bidders to note that each round’s scoring will be normalized for the next round for the Bidder’s re-evaluation

Round 3 – Final Pitch Presentation (70 Marks) :

- Bidders who qualify from the second round of evaluation will be invited to present their final pitches.
- **Each final presentation will be scored on a scale of 0 to 70 points as outlined in the RFP**
- The date for presentation will be intimated to the shortlisted Bidders by e-mail/telephone. LICouncil may provide an updated brief for the final presentation basis the findings from the ongoing research that LICouncil is conducting. Such communication will be provided by LICouncil/DTILLP to the Bidders separately.

Round 4 - Commercial Evaluation (30 Marks) :

- The Commercial Bids will be opened and reviewed in the presence of LICouncil members.
- Selection of the successful Bidder will be based on the combined results from the 3rd & 4th Rounds.

LICouncil does not bind itself to accept the lowest or highest Bids submitted by the bidders.

LICouncil reserves the right to reject any Bid without assigning any reason or select any Bidder that is in the final evaluation list. LICouncil also reserves the right to re-issue the tender without Bidders having the right to object to such re-issue. LICouncil also reserves the right to extend the validity period of the tender.

During evaluation and comparison of Bids, LICouncil may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing/email and no change in prices or substance of the Bid shall be sought, offered or permitted.

8. Bidders Eligibility Criteria – (100 Marks)

Bid is open to all Bidders who meet the eligibility and technical criteria as given in the RFP. The Bidders must submit the documents substantiating eligibility criteria as mentioned in this RFP document.

- a) No Bidder or its Associate shall submit more than one Bid for the RFP. A Bidder applying individually or as an Associate shall not be entitled to submit another Bid either individually or through Associates, as the case may be.
- b) In case of subcontracting the Bidder should submit the sub-contractor details similar to the eligibility criteria.
- c) The below mentioned criteria's are mandatory in nature. The Bidders should qualify all the above-mentioned eligibility criteria for being eligible to submit the Bid which will later be evaluated as per the technical evaluation criteria mentioned in the RFP.

NO.	Eligibility Criteria	Documents to be submitted
1	The Bidder must be an Indian firm / company/ organization registered under applicable Act in India. Proposals from consortiums would not be entertained for this purpose.	Copy of the Partnership deed/Bye Law/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office.
2	The Bidder should have been in existence and providing services as a creative agency in India for more than 5 years as on 31.03.2024.	A self-declaration on the Bidder's letter head to be Submitted in Annexure F.1.
3	The Bidder should be a profitable organization (based on PAT) for at least 2 out of the last 4 financial years as on 31.03.2024, with a minimum turnover of INR 5 crores and audits conducted by statutory auditors.	A self-declaration on the Bidder's letter head to be Submitted in Annexure F.2.
4	The Bidder should have provided services to at least 3 BFSI clients in the last 3 Financials year i.e., FY 2021-22, FY 2022-23, and FY 2023-24	A self-declaration on the Bidder's letter head to be Submitted in Annexure F.2.
5	The Bidder should have proven experience in managing creative responsibilities across various media platforms covering designing /production of creative commercials for TV, digital, print, radio, Outdoor, still shoots etc.	A self-declaration on the Bidder's letter head to be Submitted in Annexure F.5.
6	The Bidder to submit a list of current life insurance clients being served by the agency and to inform if there are any conflict of interest or non-compete clauses for the last financial year as on 31.03.2024	A self-declaration on the Bidder's letter head to be Submitted in Annexure F.6.
7	The Bidder must have a minimum staff strength of 25, including full back-office support as creative directors, visualizers, designers, copywriters, language translators, and other technical staff. LICouncil reserves the right to verify this information. Additionally, the Bidder should have offices, preferably in Mumbai or other major cities in India.	A self-declaration on the Bidder's letter head to be Submitted in Annexure F.7.
8	Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of LICouncil)	Brief particulars of litigations, disputes, if any are to be given and a self-declaration on the Bidder's letter head to be Submitted in Annexure F.8.
9	Bidders should not be under debarment/blacklist period for breach of contract/deficiency in Services/ fraud/ corrupt practices by any Scheduled Commercial LICouncil/ Public Sector Undertaking / State or Central Government or their agencies/ Life Insurance companies on the date of submission of bid for this RFP or anytime during the last three years.	A self-declaration on the Bidder's letter head to be Submitted in Annexure F.9.

9. Technical Evaluation Parameters:

Sr. No.	Evaluation parameters	Criteria	Assigned marks	Max Score	Non-Editable PDF document
1	Years of Experience in providing creative services as on 31.03.2024.	More than 10 years	5	5	A self-declaration on the Bidder's letter head to be Submitted in Annexure F.4.
		8 to 10 years	3		
		5 to 7 years	2		
2	Average Annual Turnover (In INR)	More than INR 50 crores	5	5	A self-declaration on Profit & Loss statement for FY 2021-22, FY 2022-23 and FY 2023-24 in Annexure F.2.
		INR 25 crores to INR 50 crores	3		
		5 - 25 crores	2		
3	Total no. of clients serviced for creative services as on RFP submission date in last 3 years as on 31.03.2024	More than 20 clients	5	5	A self-declaration on the Bidder's letter head to be Submitted in Annexure F.4.
		11 to 20 clients	3		
		5 to 10 clients	2		
4.a.	Creative services provided to clients in insurance sector in the last 3 years as of 31.03.2024	YES	5	10	A self-declaration on the Bidder's letter head to be Submitted in Annexure F.6.
		NO	0		
4.b.	If the above response is yes, Bidder to provide names of the client and the number of years of association	More than 5 years of association	5	10	A self-declaration on the Bidder's letter head to be Submitted in Annexure F.6.
		3 to 5 years of association	3		
		1 to 2 years of association	2		
5	Team Structure for the project deployment (Experience of Team Members)	More than 3 people on 8+ YOE	10	25	The bidder is expected to submit in the Annexure F.7.
		Between 3-5 people of 5 - 8 YOE	8		
		More than 5 people on up to 5 YOE	5		
6	Bidder to provide 2 relevant case studies basis the scope outlined in the RFP not more than 2 pages . Objective: focused on educating the audience about myths & realities and enhancing purchase preference	Scoring to be done by the panel members		25	The bidder is expected to submit in the Annexure H
7	Industry recognitions, awards and accolades won by the Bidder during last three years in the creative field CANNES ABBIE EFFY	More than 8 awards	10	15	The bidder is expected to submit in the Annexure F.10.
		5 - 8 awards	8		
		2 - 4 awards	5		
Total				100	

10. Preliminary Round/Final Round (For shortlisted Bidders only):

Total Marks: 70

Duration: 60 Minutes

For the face-to-face presentation, the Bidder will need to create & present a PPT presentation which should cover the below :

1. Background of Company and Team: ----- | Time: 5 minutes

- Introduction
- Overview of team expertise and qualifications
- Highlight key projects or achievements relevant to the current proposal.

2. Strategic Approach and Solutions: ----- 30 Marks | Time: 30 minutes

- Outline the proposed strategy basis the RFP.
- Creative Solutions (ideas/concepts with examples that meets the objective of the RFP)
- Explain key differentiators/innovations you will use.
- Deliverables and Implementation plan (outlining the key phases, activities, deliverables & timelines)
- Performance Matrix

3. Relevant Case Studies: ----- 20 Marks | Time: 10 minutes

- Present one or two (max. two) relevant case studies.
- Discuss methodologies employed and insights gained.
- To provide References: 3 Client Names, Contact Person and his Mobile number & Email ids.

4. Senior Management involvement ----- 20 Marks | Time: 10 minutes

- Involvement in shaping the creative strategy and ensuring alignment with objectives/goals.
- Actively participate in key client meetings for direct engagement and relationship building.
- Contribute to ideation sessions and oversee the quality of deliverables.
- Lead post-project reviews to identify improvements and ensure continued excellence.

5. Question & Answer Session: ----- | Time: 5 minutes

***Preliminary Bid presentations will be conducted only if a substantial number of Bids are received. The determination of whether to hold these presentations will be made by LI Council’s squad members in conjunction with DTTILLP.**

The preliminary pitch presentations are tentatively scheduled for 4th week of October 2024 and will be communicated via email to Bidders who meet the eligibility and technical criteria.

11. Commercial Bid & Cost of Bid:

- The Bidder is expected to submit the commercials basis the Annexure G.
- The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the LICouncil, or any other costs incurred in connection with or relating to their Bid. LICouncil shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

12. Preparation & Submissions of Bids:

- Bidders are required to fill in separate Proposals/Bids and enclose complete set of required documents. Participation in this RFP will mean that the Bidder has accepted all terms and conditions and clauses of this RFP and subsequent modification(s) to this, if any.
- The Bid once submitted will be considered as final and the Bidders will not be allowed to re-submit the bids.
- Bidders receiving the RFP must internally secure permissions and appoint a single authorized SPOC for Bid submission. The individual responsible for email Bid submission and seeking clarifications will be presumed as the designated SPOC/authorized person.
- The responses to the RFP on Eligibility/Technical criteria to be submitted via email to licouncil@lifeinscouncil.org and courier by **23rd October 2024 – before 3:00pm IST**, to the authorized representatives of LICouncil in a non-editable PDF format.

Important instructions:

The Bid should be submitted in two separate packets put into one large outer packet, which should consist of eligibility/technical and Commercial Bids. The outer packets should mention the name, address, and contact details (Telephone Nos., Fax & E-mail ID) of the bidding Agency.

The two inner packets (packet -1 and packet -2) should be clearly super scribed as:

Packet – 1 – Eligibility/Technical Bid:

The index of the Bids should clearly state the list of annexures requested in the technical Bid. The documents to be submitted along with Bid Application Form must be arranged in the order as mentioned in Annexure A for the enclosures to be attached with Eligibility/Technical Bid Application. All pages in the Bid should be numbered in serial order.

AND

Packet – 2 – Commercial Bid:

Commercial Bid amount in INR and inclusive of Taxes & all expenses should be provided separately Refer to Annexure G for providing the Commercial Bids.

The Commercial Bid should be properly sealed and put into a large packet, super scribed “Commercial Bid” and should be addressed to –

Mr. S.N.Bhattacharya - Secretary General, Life Insurance Council.

4th Floor, Jeevan Seva Annex Building, Swami Vivekananda Road, Santacruz West, Mumbai, Mumbai,
Maharashtra 400054

Note: Should any Bidder submit their Commercial Bid via email, LICouncil reserves the right to reject such Bids.

13. Clarifications on RFP/ Pre-Bid Meeting:

- a) Bidder requiring any clarification of the bidding Document may notify LICouncil in writing **strictly as per the format given in Annexure-E** by e-mail provided in this RFP document within the date/time mentioned in the schedule of events.
- b) Bidders may request clarifications strictly only on the Eligibility criteria, Selection, and Scope of work of the RFP document. Such request for clarification must be sent via email to iac.admin@lifeinscouncil.org marking kashyapp@deloitte.com , ssethia@deloitte.com and ruttekar@deloitte.com before the stipulated deadline of **12:00 PM on 11th October 2024**. Queries received after the scheduled date and time will not be responded/acted upon.
- c) LICouncil shall clarify all such queries by e-mail or publish on the website. However, it may be noted that non-receipt of reply to the queries raised by an interested entity shall not be accepted as a valid reason for non-submission of offer or delayed submission.
- d) LICouncil reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. LICouncil, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding Document, by amendment which will be made available to the Bidders by way of corrigendum/addendum. Such amendments/clarifications, if any, issued by LICouncil will be binding on the participating Bidders. LICouncil will not take any responsibility for any such omissions by the Bidder. LICouncil, at its own discretion, may extend the deadline for submission of Bids to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. LICouncil also reserves the right to rescind or reissue the RFP. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

14. Deadline & Modification for Submission of Bids:

- Bids must be received by the LICouncil as specified under the RFP by **23rd October 2024 3:00 pm IST**.
- LICouncil reserves the right to extend the date of submission of Bid document at its sole discretion. The Bids shall be submitted by the time and date rescheduled. All rights and obligations of the LICouncil and Bidders will remain the same.

15. Integrity and Period of Validity of Bids:

- Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that LICouncil may take. All the submissions, including any accompanying documents, will become property of LICouncil. The Bidders shall be deemed to license, and grant all rights to LICouncil, to reproduce the whole or any portion of their product for the purpose of evaluation, to disclose the contents of submission to other Bid ders and to disclose and/ or use the contents of submission as the basis for RFP process.
- Bids shall remain valid for 180 days from the last date of Bid submission. A Bid valid for a shorter period is liable to be rejected by LICouncil as non-responsive.
- In exceptional circumstances, LICouncil may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. However, any extension of validity of Bids will not entitle the Bidder to revise/modify the Bid document.
- LICouncil reserves the right to call for fresh quotes at any time during the Bid validity period, if considered necessary.
- LI Council shall not grant the Bidders any rights to publish the study report or any of its sections/excerpts in the public domain.

16. Awards Criteria:

- The selected Bidder will have to return the engagement letter with LICouncil within 7 working days, duly Accepted, Stamped and Signed by Authorized Signatory as a token of acceptance.
- Until the execution of a formal contract, the Bid document, together with LICouncil notification of award and the vendor's acceptance thereof, would constitute a binding contract between LICouncil and the successful Bidder.
- Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP will result in non selection of the Bidder and the 2nd best Bidder will be awarded the RFP.
- The notification of award to successful Bidder shall mean empanelment of the Bidder for providing Creative related services for LICouncil and does not guarantee any minimum number of assignments that the Bidder may be given.
- The allocation of assignment will be decided separately for each such requirement of LICouncil.
- No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by LICouncil.
- LICouncil shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing, to instruct the successful Bidder to make any variation without prejudice to the Contract.

- If the successful Bidder receives instructions from LICouncil that result in altered or additional work, and if this work is expected to lead to additional payments, these payments must be mutually agreed upon in accordance with the order's terms and conditions.
- If any change reduces costs, both parties must agree in writing on the revised contract price before the Bidder proceeds. In case of disagreement on the amount, LICouncil decision will prevail.
- No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by both the parties.
- Any delay in performing the scope of work/ defect in performance by the Bidder may result in imposition of penalty, liquidated damages or termination of contract (as laid down in 35. Annexure C "Penalties" in this RFP document)

17. Right to Verification/ Audit & Penalties:

- LICouncil reserves the right to verify any or all of the statements made by the Bidder in the bid document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity/capabilities to perform the job.
- LICouncil reserves the right to audit the submissions by the Bidders, documents, verify with clients, processes deployed, methodologies used, supported IT applications. In case of any discrepancy penalties will be applicable as defined in the Annexure C.
- In the event of a dispute/discrepancy from the audit/ unsatisfactory deliverables arising under this agreement, LICouncil reserves the right to recover losses up to the engagement value or the value of work performed up to the date of dispute.
- Such recoverable losses may include, but are not limited to, costs incurred, services rendered, and expenses accrued up to the point of dispute. The method and extent of recovery shall be determined by LICouncil.

18. Subcontracting:

- As per scope of the RFP, subcontracting is prohibited. However, if the Bidder subsequently wishes to sub-contract any part of the scope of work, it will have to obtain specific written permission from LICouncil before contracting any work to subcontractors. LICouncil at its sole discretion may permit or deny the same.
- In case subcontracting is permitted by LICouncil, the contracting vendor will be responsible for all the services provided to LICouncil regardless of which entity is conducting the operations. The awarded Bidder shall also be responsible for ensuring that the sub-contractor comply with all requirements of the contract and LICouncil can obtain independent audit report for the same. In such a case, the Bidder shall provide

subcontracting details to LICouncil and if require, LICouncil may evaluate the same.

19. Validity of Agreement:

- The Agreement/ SLA will be valid for the period as specified in scope of work. The LICouncil reserves the right to terminate the Agreement as per the terms of RFP/Agreement.

20. Limitation of Liability:

- For breach of any obligation mentioned in this RFP, subject to obligations mentioned in this clause, in no event Bidder shall be liable for damages to LICouncil arising under or in connection with this Agreement for an amount exceeding the total Cost of the Project.
- The Bidder will ensure LICouncil's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential information to the extent of loss so caused.
- The Bidder shall remain liable for losses arising due to any incorrect, incomplete or misleading information or documentation provided by the Bidder or any person on behalf of the Bidder.
- The limitations set forth herein shall not apply with respect to:
 - claims that are the subject of indemnification obligations,
 - damage(s) occasioned by the gross negligence, fraud or willful misconduct of the Bidder,
 - damage(s) occasioned by Bidder for breach of Confidentiality Obligations,
 - When a dispute is settled by the Court of Law in India.

The term "Gross Negligence" means a conscious voluntary act or omission in reckless disregard of a legal or contractual duty and of the consequences thereof.

21. Confidentiality:

- Bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contract, purchase order to be issued, data papers and statements and trade secret of LICouncil relating to its business practices and their competitive position in the market place provided to the selected Bidder by LICouncil in connection with the performance of obligations of Bidder under the work order/purchase order to be issued, in part or complete shall be considered to be confidential and proprietary information ("Confidential Information") and shall not be disclosed to any third party/published without the written approval of LICouncil.
- The Confidential Information will be safeguarded, and Bidder will take all the necessary action to protect it against misuse, loss, destruction, alterations, or deletions thereof. In the event of a breach or threatened breach by Bidder of this section, monetary damages may not be an adequate remedy;

therefore, LICouncil shall be entitled to injunctive relief to restrain Bidder from any such breach, threatened or actual.

- The Bidder shall ensure that its personnel also undertake a similar obligation as contained in this Clause.
- In the event the Bidder sub-contracts any part of the scope of work with the prior written permission of LICouncil, the Bidder shall disclose any Confidential Information strictly on a “need to know” basis to sub-contractors who have agreed to be bound by confidentiality obligations as contained in this Clause.
- The Bidder shall (a) take all necessary actions to protect LICouncil’s Confidential Information against misuse, loss, destruction, deletion and/or alteration and not to make or retain any copies or record of any Confidential Information other than as may be required for performance of the scope of work; and (b) ensure that appropriate mechanisms and means are present to ensure adequate precautions to protect the privacy and confidentiality of all data pertaining to LICouncil.
- Any document, other than the Contract itself, or any Confidential Information in the Bidder’s custody, shall remain the property of LICouncil and shall be returned (in all copies) to LICouncil on completion of the Service provider’s performance under the Contract, if so, required by LICouncil.
- The obligations imposed by this Clause shall survive the termination of the Contract.

22. Obligation of Successful Bidders:

- The Successful Bidder is responsible for and obliged to conduct all activities in accordance with the RFP using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the RFP.
- The Successful Bidder is obliged to work closely with LICouncil’s staff, act within its own authority and abide by directives issued by LICouncil from time to time and complete implementation activities.
- The Successful Bidder will abide by the job safety measures prevalent in India and will free LICouncil from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor’s negligence. The Vendor will pay all indemnities arising from such incidents and will not hold LICouncil responsible or obligated.
- The Successful Bidder is responsible for managing the activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanors.
- The Successful Bidder shall treat as confidential all data and information about LICouncil, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of LICouncil.

23. Patent Rights/Intellectual Property Rights:

- For any licensed software/service/artwork /audio/videos or any other material etc. used by the finally selected Bidder for performing services for LICouncil, the Bidder shall have the right as well as the right to license for the outsourced services. Any license or IPR violation on the part of Bidder/ Subcontractor should not put LICouncil at risk. LICouncil reserves the right to audit the license usage of the Vendor/Subcontractor.
- All assets, creatives, artworks, audio, videos, or any other material related to LICouncil (the "Materials") shall be the sole property of LICouncil. LICouncil retains exclusive ownership and all intellectual property rights ("IPRs") to the Materials, including but not limited to copyrights, trademarks, and patents.
- The Bidder shall, at its own expenses without any limitation, defend and indemnify LICouncil against all third-party claims or infringements of Intellectual Property Rights including patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.
- The Bidder shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If LICouncil is required to pay compensation to a third party resulting from such infringement(s), the Bidder shall be fully responsible therefore, including all expenses and court and legal fees.
- LICouncil will give notice to the Bidder of any such claim without delay, provide reasonable assistance to the Vendor in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

24. Conflict Of Interest:

- During the term of this agreement, Bidder and its representatives shall promptly disclose in writing to LICouncil any actual or potential conflicts of interest that may arise in connection with the performance of services under this agreement.
- Failure by the Bidder to disclose any conflict of interest in accordance with this Clause may result in LICouncil terminating this agreement / participation and pursuing any other remedies available under law or equity.

25. Code Of Integrity:

- The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, LICouncil shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.

26. Force Majeure:

Neither the Bidder nor LICouncil be liable for any delays or non-performance directly or indirectly resulting from circumstances or causes beyond the Bidder's or the LICouncil's reasonable control including without limitation acts of God, any law, order or requirement of any government Bidder or authority. This does not excuse LICouncil's obligation to pay the Bidder for Services rendered. Either party shall have the right to terminate the Contract in case the Services remain interrupted for a period exceeding 30 days.

27. Termination Of Contract:

The LICouncil, without prejudice to any other remedy for breach of Contract/RFP, by a written notice of not less than 30 (thirty) days sent to the Bidder, may terminate the Contract in whole or in part for any of the following reasons:

- a. If the Bidder fails to deliver and perform any or all the Services within the period(s) specified in the Contract, or within any extension thereof granted by LICouncil pursuant to conditions of contract or if Bidder fails to perform any other obligation(s) and/or breach any of terms and conditions of the RFP/Contract; or
- b. If the Bidder fails to perform any other obligation(s) under the Contract; or
- c. Laxity in adherence to standards laid down by the LICouncil; or
- d. Discrepancies/deviations in the agreed processes and/or Services.; or
- e. Violations of terms and conditions stipulated in this RFP.

Notwithstanding the foregoing, LICouncil reserves the right to terminate the Contract without cause by giving the Bidder a prior written notice of not less than 30 days.

Upon termination of the Contract for any reason, including expiry of the term of the Contract, the Bidder agrees and undertakes to:

- a. immediately discontinue the performance of the Services on the date and to the extent specified in the notice issued by LI Council;
- b. immediately hand over to LI Council all Confidential Information, and any other document/information, material, and deliverables and work prepared by the Bidder pursuant to this RFP, whether complete or in progress, without retaining any copies, reproductions, translations, encryptions, abstracts etc., if any;
- c. provide hand holding to such person(s) as may be identified by LI Council for such period as may be mutually agreed between the parties. During such period the Bidder shall share all information regarding the Services so rendered by the Bidder;
- d. comply with other reasonable requests from LI Council regarding the terminated

Services;

- e. return to LI Council, any and all documents including Confidential Information that the Bidder received and/or created while performing the Service for LI Council or that remain in its possession, custody or control. The Bidder further agrees to return forthwith, all the property of LI Council that remains in its possession, custody or control, (directly or indirectly) including but not limited to certificates, approvals, licenses, keys, badges, electronic gadgets, security passes, files, notes, documents, records, software access, reports, computer records and any other property of LI Council.

28. Terms of Payment:

- The invoices should be submitted along with list of work initiated /completed, along-with all supporting documents and bills as well as copies of the supplier bills where relevant.
- LICouncil will pay to the Bidder only and not to any other sub-contractor/third party directly, whose services would be utilized to implement any of LICouncil Creative Work or similar work.
- The Tax and GST/VAT component shall be payable as applicable and as per actuals.
- The LICouncil will make the payment within a period of 60 days after receiving the bill from the Bidder.

29. Appointment of Bidder:

The appointment of Bidder will be for the duration of 3 years. The RFP brief is for the leading agencies to present the strategy for 3 years. The short-listed agency shall be appointed for a period of 3 years, subjected to delivery on the KPIs defined for the first year.

- The appointed agency shall be responsible for strategizing, creating, and executing the communication plan and the deliverables outlined under the RFP.
- The agency shall be responsible for adaptations, making changes and add if any new element is deemed fit to make the communication relevant.

30. Arbitration - Resolution of Disputes:

LICouncil and the Bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, LICouncil and the Bidder are unable to resolve amicably a Contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the Contract, shall be referred to a panel of three arbitrators: one arbitrator to be nominated by LICouncil and the other to be nominated by the Bidder. The arbitrators appointed by LICouncil and the Bidder shall appoint the third arbitrator who shall act as the presiding arbitrator. The Arbitration and Conciliation Act 1996 shall apply to the arbitration proceedings and the venue & jurisdiction of the arbitration shall be Mumbai.

The cost of arbitration shall be equally borne by the parties. However, each party shall bear its own cost in preparing and presenting its case during the arbitration proceedings.

31. Performance Guarantee by Successful Bidder:

The successful Bidder shall be required to provide a Performance Bank Guarantee for 10% of the Order Value issued by any scheduled commercial bank valid for the tenure of the Contract plus a claim period of 6 months, indemnifying any loss to LICouncil ("Performance Bank Guarantee"). The Performance Bank Guarantee shall be provided to LICouncil either before or at the time of execution of the Contract. LICouncil has the right to invoke the Performance Bank Guarantee for any non-compliance of the terms & conditions of this RFP Document or the Contract to be executed between the selected Bidder and LICouncil at any point of time without prejudice to its other rights and remedies available under the Contract and/or the Law (s) for the time being in force. In case the Term of the Contract is extended by LICouncil, the selected Bidder shall be responsible to extend the validity period and claim period of the Performance Bank Guarantee.

32. Indemnity

- The Bidder shall, at its own expense, indemnify, defend and hold harmless the LICouncil for all losses arising in connection with any third party claim arising due to use or access of Services/deliverables by any person other than the LICouncil..
- The Bidder shall, at its own expense, indemnify, defend and hold harmless the LICouncil from and against any and all liability suffered or incurred (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorney's fees and expenses) or any other loss that may occur, arising from or incurred in connection with:
 - a. breach by Bidder of third party IPRs in the Services/Deliverables;
 - b. non-performance, inadequate performance, provision of deficient Services, breach by the Bidder or its personnel of any of the terms, conditions, covenants, representations, undertakings, obligations or warranties under the RFP;
 - c. acts, omissions, errors, representations, misrepresentations, misconduct, negligence of the Bidder and/or its personnel in performance of obligations under the RFP;
 - d. loss, misappropriations, misuse or damage to the documents or instruments/things that are in the possession of the Bidder;
 - e. causation of any damages to the customers of the LICouncil through any acts or omissions of the Bidder;
 - f. contravention of any law, as may be applicable from time to time, or industry practice, or violation of any policies of the LICouncil;
 - g. technology failure, fraud, error, inadequate financial capacity to fulfil obligations and/or provide remedies; and
 - h. legal risks including but not limited to exposure to fines, penalties, or punitive damages resulting from supervisory actions, as well as private settlements due to omissions and commissions of the Bidder.

The obligations imposed by this Clause shall survive the termination of the Contract.

33. Notices

Each notice, demand or other communication given or made under this RFP shall be in writing (in English language) and delivered or sent to the relevant Party at its registered office address (or such other address or fax number as the addressee has by 7 (seven) business days' prior written notice specified to the other Party).

34. Payment Milestones:

The compensation for services rendered by the Bidder shall be contingent upon the successful completion of specified milestones as detailed below:

<i>Sr. No</i>	<i>Milestones basis completion</i>	<i>Description</i>	<i>% of Total Fee (Year 1)</i>
1.	Ideation and approvals on creative strategy / ideas	Project kickoff meeting and submission of a comprehensive project plan.	25%
2.	Concept Development	Final Delivery of creative concepts and designs	25%
3.	Production phase	Completion of production assets, including any necessary revisions.	20%
4.	Campaign Launch	Launch collaterals	15%
5.	Campaign completion	Reporting	15%

Any requests for revisions or additional services beyond the scope outlined in this RFP shall require a written amendment to the Agreement and may necessitate an adjustment to the payment schedule.

In the event that the bidder fails to meet the milestones as specified herein, LICouncil reserves the right to withhold payment until such milestones are satisfactorily completed. LICouncil shall provide written notice detailing the deficiencies and allow the bidder a reasonable period to cure said deficiencies.

35. Annexure A:**Response to RFP – List of Documents**

Documents, other than the commercial bids, must be submitted in the following order as part of the response to the RFP.

Sr. No.	Documents to be submitted	Submitted (Yes/No)
1	Certificate of Incorporation	Yes / No
2	Annexure B : Technical Bid form	Yes / No
3	Annexure C : Penalties	Yes / No
4	Annexure D : Declaration-Cum-Certificate: No Overdue	Yes / No
5	Annexure E : Pre-Bid Query format	Yes / No
6	Annexure F : Self Declarations (F.1. – F.10.)	Yes / No
7	Annexure G : Commercial Bid	Yes / No
8	Credentials	Yes / No

Bidders need to furnish each of the documents, in case of non-submission of any documents/annexures, kindly mention the same here:

1. _____
2. _____

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title/Designation of Signatory: _____

Name of Company/Firm: _____

Date: _____

Seal/Stamp of the Company/Firm: _____

36. Annexure B:

BID FORM (Technical BID)

(On the letterhead of the Agency duly stamped and signed)

Date:

To,

Secretary General,
4th Floor, Jeevan Seva Annexe Building,
S.V. Road, Santacruz West,
Mumbai, Maharashtra 400054

Subject: RFP _ Selection of Creative Agency

I/We.....enclose herewith our proposal for selection of my /our entity for RFP for selection of Creative agency. We also certify that the information/data/furnished in our bid are factually correct and true to the best of our knowledge and abilities and request the LICouncil to accept information mentioned herein. LICouncil 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, LICouncil will have the right to disqualify /blacklist us or may initiate any action as it deems fit.

While submitting this bid, we certify that:

- We have not induced nor attempted to induce any other bidder to submit or not submit a bid for restricting competition.
- We agree that the quotes, terms and conditions furnished in this RFP are for LICouncil. If our offer is accepted, we undertake, to start the assignment under the scope immediately after receipt of your order.
- We also note that the LICouncil reserves the right to cancel the order and order cancellation clause as per terms and condition would be applicable.
- 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 the LICouncil will be final and binding on us.
- We also accept that in the event of any information / data / particulars are found to be incorrect, we stand to be blacklisted.

We undertake to comply with the terms and conditions of the bid document. We understand that the LICouncil may reject any or all of the offers without assigning any reason whatsoever.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title/Designation of Signatory: _____

Name of Company/Firm: _____

Address: _____

Date: _____

Seal/Stamp of the Company/Firm: _____

37. Annexure C:

Penalties

- If any damage caused to the reputation of LICouncil due to any mismanagement in the handling or execution of the Assignment by the Bidder or its subcontractors, it will be liable to pay 2 times the cost of the Assignment/ bid value to LICouncil within 15 days or else LICouncil will take legal action against the Bidder.
- If the agency uses the brand/name of LICouncil for any other commercial purpose without its permission, agency will be liable to pay the penalties imposed by LICouncil.
- If the agency after taking up the work for any Creative related services, leaves the assignment incomplete/ doesn't deliver to the scope of work & deliverables, due to any reason, the agency would have to pay 2 times the cost of the Assignment to LICouncil.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title/Designation of Signatory: _____

Name of Company/Firm: _____

Date: _____

Seal/Stamp of the Company/Firm: _____

38. Annexure D:

Declaration-Cum-Certificate: No Overdue

TO WHOMSOEVER IT MAY CONCERN

This is certifying that the bidder has no overdue owing to any Agency/Central/State Government/Public Sector Undertakings/ Banks/RBI/IBA/any other Corporates/any regulatory authority or any other organization.

This is also certified that bidder has not been blacklisted by any Central/State Government/Public Sector Undertakings/ Banks/RBI/IBA/any other Corporate/any regulatory authority anytime during the last three years.

Further, this is to certify that bidder does not have any legal, civil, criminal, taxation and other cases pending against, other than those mentioned in enclosure attached to the bid/proposal, which may have an impact affecting or compromising the delivery of services required.

Authorized Signature [In full and initials]: _____

Name and Title/Designation of Signatory: _____

Name of Company/Firm: _____

Date: _____

Seal/Stamp of the Company/Firm: _____

39. Annexure E:

**Pre-Bid Query Format:
(strictly to be provided on email)**

Sr.No.	RFP Page No.	RFP Point No.	Query/Suggestions

40. Annexure F: Self-Declarations

(Note: Each Annexure to be printed on a separate letter head)

To Whom It May Concern;

This is to certify that the information provided below is true and accurate to the best of our knowledge and belief.

41. F.1. Existence in the Field of Creative:

(On the letterhead of the Agency duly stamped and signed)

We hereby declare that M/s. _____ has been incorporated on _____ and rendering services in the field of Creative in India for a minimum of 5 years and more than _____ years as on 31.03.2024.

Supporting Documentation:

Copy of the Partnership deed/Bye Law/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title/Designation of Signatory: _____

Name of Company/Firm: _____

Date: _____

Seal/Stamp of the Company/Firm: _____

42. F.2. Self-Declaration on Balance Sheets:

(On the letterhead of the Agency duly stamped and signed)

This is to certify that M/s. having its Registered Office had achieved the following level of Turnover/Net profits/ Net worth in respect for the financial years mentioned hereunder:

Sr. No.	Particulars	2020-21	2021-22	2022- 23	2023-24
	Turn over				
	Net profit				
	Net-worth				

The figures certified for the stated Financial Years are based on the Books of Account, Audited Balance Sheet of the Company and the records produced before us. The audits were conducted by statutory auditors in accordance with applicable regulations.

Additional Comments:

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title/Designation of Signatory: _____

Name of Company/Firm: _____

Date: _____

Seal/Stamp of the Company/Firm: _____

43. F.3. Services Provided to BFSI Clients:

(On the letterhead of the Agency duly stamped and signed)

This is to certify that M/s _____ has provided services to at least 3 and more than _____ BFSI clients in the last 3 Financial Years, i.e., FY 2021-22, FY 2022-23, and FY 2023-24.

Sr. No.	Financial Year	Client Name	Document Type	Insurance Client (Yes/No)	Document Attached (yes/no)
1.					
2.					
3.					

Supporting Documentation:

A minimum of 3 work orders, engagement letters, purchase orders or completion certificate from clients evidencing the work.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title/Designation of Signatory: _____

Name of Company/Firm: _____

Date: _____

Seal/Stamp of the Company/Firm: _____

44. F.4. Creative Services Provided to Clients:

(On the letterhead of the Agency duly stamped and signed)

We further declare that _____ has provided Creative services to at least 5 clients (any category) and more than _____ in the last 3 Financial Years, i.e., FY 2021-22, FY 2022-23, and FY 2023-24.

Sr. No.	Financial Year	Client Name	Document Type	Reference Number	Document Attached (yes/no)

Supporting Documentation:

A minimum of 3 work orders, engagement letters, or purchase orders from clients evidencing the work.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title/Designation of Signatory: _____

Name of Company/Firm: _____

Date: _____

Seal/Stamp of the Company/Firm: _____

45. F.5 Self-Declaration of Proven Experience in Creative Media Management:

(On the letterhead of the Agency duly stamped and signed)

This is to certify that _____ has proven experience in managing creative responsibilities across various media platforms, including the design and production of creative commercials for TV, digital, print, radio, outdoor, and still shoots.

Additional comments: _____

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title/Designation of Signatory: _____

Name of Company/Firm: _____

Date: _____

Seal/Stamp of the Company/Firm: _____

46. F.6. Self-Declaration of Current Life Insurance Clients and Conflict of Interest:

(On the letterhead of the Agency duly stamped and signed)

This is to certify that M/s _____ has provided creative services to _____ clients in the **insurance sector** over the last 3 years as on 31.03.2024.

Sr. No.	Client Name	Number of Years of Association	Conflict of Interest (Yes/No)	If Yes, Please Specify Details

Supporting Documentation:

A minimum of 3 work orders, engagement letters, or purchase orders from clients evidencing the work.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title/Designation of Signatory: _____

Name of Company/Firm: _____

Date: _____

Seal/Stamp of the Company/Firm: _____

47. F.7. Self-Declaration on Team Information:

(On the letterhead of the Agency, duly stamped and signed)

This is to certify that M/s _____ maintains a minimum staff strength of 25 employees, including full back-office support. The staff includes Creative Directors, Visualizers, Designers, Copywriters, Language Translators, Other Technical Staff.

Additionally, the following are the details of the team to be deployed as per the RFP:

Sr. No.	Name	Designation	Educational Qualification	Total Years of Experience	Tenure in the company	Time spent in % on account

*The team submitted should be present during the face-to-face presentations.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title/Designation of Signatory: _____

Name of Company/Firm: _____

Date: _____

Seal/Stamp of the Company/Firm: _____

48. F.8. Status Of Litigations Pending Pertaining To The Bidder:

(On the letterhead of the Agency duly stamped and signed)

We declare that _____ has not been involved in any past or present litigations or disputes that could have an adverse impact on our ability to perform the obligations under this RFP.

We understand that any adverse litigation or dispute could result in disqualification at the sole discretion of LICouncil.

Sr. No.	Other party to litigation	Case no & Court	Status of bidder in litigation (Applicant / Respondent)	Briefs of litigation

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title/Designation of Signatory: _____

Name of Company/Firm: _____

Date: _____

Seal/Stamp of the Company/Firm: _____

49. F.9. Debarment/Blacklist Status:

(On the letterhead of the Agency duly stamped and signed)

We confirm that _____ is not, and has not been, under any period of debarment or blacklist for breach of contract, deficiency in services, fraud, or corrupt practices by any Scheduled Commercial Bank, Public Sector Undertaking, State or Central Government, or their agencies, or Life Insurance companies on the date of submission of this bid or at any time during the last three (3) years , i.e., FY 2021-22, FY 2022-23, and FY 2023-24.

If there has been any debarment or blacklist period, please provide details below:

Sr. No.	Period	Reason for Debarment/Blacklist	Actions Taken
	Date From - To		

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title/Designation of Signatory: _____

Name of Company/Firm: _____

Date: _____

Seal/Stamp of the Company/Firm: _____

50. F.10. Self-Declaration on Awards:

(On the letterhead of the Agency duly stamped and signed)

This is to certify that _____ has received the following industry recognitions, awards in the creative field during the last three years: (CANNES/ABBIE/EFFY)

Sr. No.	Awards (CANNES/ABBIE/EFFY)	Year	Description

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title/Designation of Signatory: _____

Name of Company/Firm: _____

Date: _____

Seal/Stamp of the Company/Firm: _____

51. Annexure G:**Commercial Bid**

In compliance with the requirements outlined in the RFP, please find below the detailed commercial bid amounts for each scope of work:

The commercial bids to be submitted in ₹ INR.

Year 1	Commercial Bid Amount	Applicable Taxes	Total Bid Amount
Annual fee			

Additional Information:

- **The bid amounts provided are comprehensive and include all associated costs including other expenses.**
- **This annexure should be used as a reference for evaluating the commercial aspects of the proposal.**
- **The bidder should tabulate a list of deliverables along with the commercial bid.**

We affirm that the amounts mentioned are accurate and represent the total cost for the respective scopes of work as described in the RFP.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title/Designation of Signatory: _____

Name of Company/Firm: _____

Date: _____

Seal/Stamp of the Company/Firm: _____

52. Annexure H:

Case Studies (NOT MORE THAN 2 PAGES)

(On the letterhead of the Agency duly stamped and signed)

Minimum 2 Case studies including:

1. Objective:

Describe the primary goal of the campaign or project.

2. Approach/Methodology:

Detail the strategies, methods, and processes employed to achieve the objective.

3. Outcome:

Summarize the results achieved. Please include any relevant artworks, YouTube links, or other supporting materials.