

**NOTICE INVITING TENDERS (NIT) FOR SELECTION OF  
ADVERTISING AGENCY FOR RELEASING THE ADVERTISEMENTS  
OF HLL LIFECARE LTD AND ITS SUBSIDIARY / ASSOCIATE  
ORGANISATIONS**

**Tender Document:**

HLL Lifecare Ltd (HLL), a Central Public Sector Enterprise under the Ministry of Health and Family Welfare, Government of India, invites 'Sealed Tender' for selection of Advertising Agency to handle the releasing works of advertisements of HLL and its Subsidiary / Associate Organisations. Reputed agencies fulfilling the criteria laid down in Techno-commercial bid format at Annexure-A and Annexure-B are eligible to participate in the tender process. The contract period will be three years. The Tender document can be purchased from the Corporate Head Office of HLL at Poojappura in Thiruvananthapuram directly for Rs. 500/- or as DD in favour of HLL Lifecare Ltd payable at Thiruvananthapuram. If the Tender Document is downloading from [www.lifecarehll.com](http://www.lifecarehll.com), the corporate website of HLL, a separate DD for an amount of Rs. 500/- should be attached with Technical Bid as tender cost.

Tenders are invited in two bid system in sealed envelope from reputed and experienced Indian Newspaper Society (INS) Accredited Advertising Agencies to work as an approved Advertising Agency for releasing the advertisements of HLL and its Subsidiary / Associate Organisations. All the advertising jobs given by HLL are confidential and time bound. Most of the advertisement releases are related to Tenders and Recruitments of HLL and its Subsidiary / Associate organisations.

The bids are to be sent in two parts- one sealed envelope super scribed as 'Technical Bid' giving details in the format as per Annexure-A and the second sealed envelope super scribed as 'Financial Bid' in the format at Annexure-B.

(Signature of the authorized person with seal)

The two sealed envelopes as above will be placed in another sealed envelope super scribed as **‘BID FOR SELECTION OF ADVERTISING AGENCY FOR RELEASING THE ADVERTISEMENTS OF HLL LIFECARE LTD AND ITS SUBSIDIARY / ASSOCIATE ORGANISATIONS AND NOT TO BE OPENED BEFORE 22/04/2016**.The tender documents shall be signed by authorized person as a token of acceptance of the terms & conditions. The bids shall be signed by a person duly authorized on behalf of the bidder firm and shall be sent to and it should be reached before 3.00 pm on **18/04/2016**.Incomplete applications shall be summarily rejected. HLL reserves the right to reject any or all applications without assigning any reason thereof.

Earnest Money Deposit (EMD) of Rs.10 Lakh in the form of Demand Draft to be paid in favour of ‘HLL Lifecare Ltd’ payable at ‘Thiruvananthapuram’ should accompany with the Technical bid document. Such EMD shall not carry any interest. Any bid not accompanied by required EMD shall be deemed to be invalid and will be rejected by HLL.

Tender Document Cost	:Rs 500/-(non-refundable)
Earnest Money Deposit (EMD)	:Rs 10,00,000/- (refundable)
Last time & date of receipt of tender document	: 03.00 PM on 18/04/2016
Time & date of opening of tender	: 03.00 PM on 22/04/2016
Place of opening of tender HLL Lifecare Ltd,	: Corporate Head Office, Poojappura, Thiruvananthapuram

Deputy Vice President i/c  
Corporate Communications

(Signature of the authorized person with seal)

**Terms & Conditions:**

1. The cost of the proposal is Rs.500/- (Rupees Five hundred only) inclusive of taxes (Non-refundable). The same shall be paid either directly at the Corporate Head Office of HLL in Thiruvananthapuram or in the form of Demand Draft only drawn in favour of 'HLL Lifecare Ltd' payable at 'Thiruvananthapuram' and should be attached with the Technical Bid.

2. Earnest Money Deposit (EMD) of Rs.10 Lakh in the form of Demand Draft to be paid in favour of 'HLL Lifecare Ltd' payable at 'Thiruvananthapuram' should accompany with the Technical bid document. Such EMD shall not carry any interest. Any bid not accompanied by required EMD shall be deemed to be invalid and will be rejected by HLL.

3. The EMD shall be forfeited: If the bidder withdraws the bid during the period of bid validity. In the case of successful bidder, if the bidder fails to furnish the required Security Deposit within the specified time limit.

4. The EMD of the successful bidder shall be retained towards making of the Security Deposit for the performance of the contract and shall be discharged after submission of the required Security Deposit.

5. The bid shall remain valid for a period of 3 years from the date of issuing the appointment letter.

**6. SECURITY DEPOSIT**

The successful bidder shall deposit an amount of Rs.10 Lakh as security deposit which will be returned without interest after completion of the contract after settling all the account with the contractor.

(Signature of the authorized person with seal)

## 7. LIQUIDATED DAMAGES

HLL reserves the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory, and also has the right to award the contract to any other agency at the cost, risk and responsibilities of bidder and excess expenditure incurred on account of this will be recovered by HLL from the defaulting agency. HLL will recover any loss suffered by HLL from the Ad agency from the security deposit paid by the selected agency.

8. Along with the bill for payment, the agency shall furnish a tear sheet of each publication carrying advertisement & the bill in original received by them from media.

9. The Payment shall be released by HLL against the bill received from the agency, within 30 days of receiving the original bill.

10. No advance payment shall be made to the agency under any circumstances.

11. All payment shall be subjected to TDS.

12. However if the services of the agency are not found satisfactory, HLL shall have the right to terminate the contract at any time without assigning any reason and without any financial compensation to the agency.

13. Agency should be active for minimum 10 Years as Fully Accredited by Indian Newspaper Society (INS) and the agency should have full-fledged functional office in Thiruvananthapuram.

14. Agency should have a minimum cumulative turnover of Rs10.00 Crore during the last three Years.(Audited statement to enclose.)

(Signature of the authorized person with seal)

15. Agency should have experience in providing advertisement-releasing services to minimum three Public Sector Enterprises (CENTRAL OR STATE) or Government organisations/institutes (CENTRAL OR STATE).

16. Agency should have a creative portfolio showcasing various advertisement-art works done by the agency in the past. The agency must submit the hard copy of the creative portfolio at HLL along with other Technical bid documents for Technical evaluation and the selection committee will be evaluating the quality of art works done in terms of layout, typography, colours, space utilization etc.

17. Agency must fill and submit the financial bid document as shown in Annexure B. The highest discount offering agency against the card rate of all Publications will gain highest mark under Financial bid evaluation using composite scoring method.

18. Agency applying should not have been blacklisted by any organisation.

#### 19. ARBITRATION

a. If any dispute (s) or difference (s) of any kind whatsoever arise between the Parties, the Parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by HLL Lifecare Ltd.

b. In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences as detailed above shall be referred to and settled by the Sole Arbitrator to be appointed by HLL Lifecare Ltd. The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1999.

(Signature of the authorized person with seal)

c. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the agency shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the agency shall not be withheld on account of such difference of arbitration proceedings unless such payment is a subject matter of the arbitration.

d. The venue of the arbitration shall be in Thiruvananthapuram, Kerala, India. The fee & other charges of Arbitrator shall be determined by the Arbitrator in terms of the Act and shall be shared equally between the parties.

e. The Arbitrator shall give speaking & reasoned award.

20. Agency should have experience in coordinating releases of advertisements in a minimum of three foreign countries. (Work order & related Documents to be enclosed as proof.)

21. Agency should have minimum three years of experience in providing its services on DAVP rates.

22. The selected agency is expected to maintain high level of professional ethics & will not act in any manner, which is detrimental to HLL's interest. Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication. HLL reserves the right to impose penalty in case of any violation of the above.

23. The selected agency should be able to execute order at short notices & even on public holidays and during emergency situations.

24. The selected agency /agencies shall ensure proper typography and layout for each advertising so that minimum space be used as far as possible.

(Signature of the authorized person with seal)

25. Approval of the artwork to be taken from HLL.
26. The agency to ensure that the advertisement is published in the required newspapers on the desired day.
27. The direct letter from publications indicating the tariff shall be furnished during the commencement of the contract and as and when there are changes in the tariff. This will be reconfirmed by HLL with respective publications and in case of any variation in rates; the rates obtained by HLL from respective publications will prevail and the agency has to give HLL the committed discount (as given in the Financial bid document) for the rate HLL obtained.
28. HLL through its authorised officers shall have right to inspect the services regarding conduct of advertising services for the organisation should there be any need for improvement /correction, the necessary alternation shall be incorporated free of cost by the agency.
29. In case of breach of any terms & conditions mentioned in the tender document, HLL reserves the right to blacklist any agency for a suitable period or permanently.
30. The empanelment of agency will be done from the list of shortlisted eligible agencies after conducting Technical and Financial evaluations by a selection committee following composite scoring method. Only one agency, which will be the highest mark scoring agency in the evaluation, will be empanelled for the service.
31. The short list of eligible agencies will be valid throughout the validity period of the empanelment. In case if the service of empanelled agency being terminated at any point during the period of empanelment, the agency that comes next-top in the short list will be empanelled for the service.
32. The empanelment will be for a period of three years.

(Signature of the authorized person with seal)

33. No right whatsoever shall be created on any empanelled agency as regards to award of work compulsorily.

34. For each assignment the media plan shall be decided by HLL.

35. Proposals received late, not in properly sealed cover, received telegraphically, email & conditional or not conforming with the above conditions or not complete in all respects will be rejected.

### 36. PENALTY CLAUSE

After issue of the contract, the Security Deposit will be forfeited in case of undue delays in performance by the Agency.

### 37. CRITERIA FOR SHORTLISTING THE AGENCIES

(i) The agency should have 10 years of standing as a Full INS Accredited Advertising Agency.

(ii) Agency should have experience in providing advertisement-releasing services to minimum three Public Sector Enterprises (CENTRAL OR STATE) or Government organisations/institutes (CENTRAL OR STATE) and preference will be given to those agencies that have sound experience in releasing advertisements for Ministries/Government organisations/ PSUs.

(iii) The agency should have minimum three years of experience in releasing advertisements through DAVP rates.

(iv) Agency should have a minimum cumulative turnover of Rs 10.00 Crore during the last three Years. (Audited statement to enclose.)

(Signature of the authorized person with seal)



(v) The advertising agency applying for empanelment should not have been blacklisted by any organisation.

(vi) The agency should have fully functional office in Thiruvananthapuram.

(vii) Advertising agency should have experience in coordinating releases of advertisements in a minimum of three foreign countries. (Work order & related Documents to be enclosed as proof.)

(viii) The agency should have a creative portfolio showcasing various advertisement-art works done by the agency in the past. The agency must submit the hard copy of the creative portfolio at HLL along with other Technical bid documents for Technical evaluation.

(ix) The agency must fill and submit the financial bid document as shown in Annexure B. The highest discount offering agency against the card rate of all Publications will gain highest mark under Financial bid evaluation using composite scoring method.

38. HLL shall not be held responsible for any loss and non- receipt of proposal by post. HLL reserves the right to reject all any or all proposals without assigning any reason thereof.

(Signature of the authorized person with seal)

**ACCEPTANCE**

(to be submitted in letter head of the firm)

We accept the terms and conditions mentioned in the Tender Document and shall comply with them strictly.

SIGNATURE OF THE AUTHORISED SIGNATORY:

NAME & ADDRESS OF THE BIDDER:

COMPANY SEAL

## Annexure-A

Name of the Agency	
Registered Office	
Address of Thiruvananthapuram Office	
Nature of Agency(Ltd. Co., Partnership etc.) Attach copy of partnership Deed/Certification of Incorporation.	
Year of Establishment	
Registration Number, if any/ : Trade License No. (Attach photocopy)	
Address of Communication	
Telephone number of the contact Person (Mobile number if any)	
Name of Director /Proprietor /Partners (With address and telephone No.)	
Total business turnover for last three years ( certified by the auditor)	
Permanent Account Number	
ST/CST Number(Copy to be attached)	

Name of Bankers with full address	
Is your agency associated with INDIAN NEWSPAPER SOCIETY (INS)? If yes, how long your agency is a member of INS? (Provide details including registration number.)	
Whether any Civil Suit / Litigation arisen in the contract executed during the last five years/being executed. If yes, please furnish the name of the Contract, employer nature of work, contract value, work order and date and brief details of litigation.	
Are you already an empanelled advertising agency of Ministries / PSU's Organizations/ Institutions? If yes, give details.	
Have you done advertisement-releases under DAVP rates? Minimum three years of experience required. Provide details.	
Have you conducted release of advertisements in foreign countries? If yes, submit proof.	
Do you have a creative portfolio of Advertisements- Art Works done and published in the past? If yes, please submit the Hardcopy of the creative portfolio.	
Details of total experience in advertising. (Certificates to be attached)	

(Signature of the authorized person with seal)

Any other information which you would like to add (may be given on a separate page).  
(Supporting Documents to be attached duly signed by the authorized signatory of the organization.)

I/We do hereby certify that the information as provided above in the proposal are true in all respects. In case of furnishing of any false information or suppression of any material information, the proposal shall be liable for rejection. Besides initiation of penal proceeding by HLL if deems proper.

(Signature of the authorized person with seal)

Annexure-B

**FINANCIAL BID**

We are offering .....on Card Rate in all  
Publications/Editions.

Signature:

Name of the Signatory:

Name of the Firm:

Company Seal:

Date.....

Place.....

(Signature of the authorized person with seal)