



**REQUEST FOR EMPANELMENT (RFE)  
of  
MULTI MEDIA AGENCY  
In**



**Bureau of Pharma PSUs of India (BPPI)**  
(Set up under the Department of Pharmaceuticals, Govt. of India)  
**IDPL corporate office Complex, Old-Delhi-Gurgaon Road, Dundaheera, Gurgaon 122016**  
Telephone: 0124-4556768/4556751; Fax: 0124-2340370 Website: [janaushadhi.gov.in](http://janaushadhi.gov.in)

## **SECTION 1: INTRODUCTION**

### **About BPPI**

In order to enable a focused and institutional approach to implement the Jan Aushadhi scheme utilizing fully the resources of Central Pharma PSUs, BPPI was established in December, 2008 under the Department of Pharmaceuticals, Government of India. The Bureau has been registered as an independent society under the Societies Registration Act, 1860 as a separate independent legal entity in April, 2010. BPPI follows the provisions of GFR, 2005 as amended from time to time, the CVC guidelines, and instructions from the Department of Pharmaceuticals. The defined roles of BPPI are:

- Ensure availability of quality medicines at affordable prices.
- establish exclusive generic medicine stores - JAS
- Procure medicines from manufacturers of pharma product at the lowest price.
- Monitoring proper running of JAS
- Coordinate with pharma PSUs to take up manufacturing of essential medicines and to make it available these JASs.

It was planned that the Central Government would suitably assist the Bureau both financially and technically till the Bureau could sustain itself through its own operations. Other Central and State Pharmaceuticals PSUs would also be given an opportunity to join the Bureau.

The role of Ministry of Health & Family Welfare (MoH&FW) was envisaged to be critical in encouraging doctors to prescribe generic medicines, procuring the same from the JAS.

### **About Jan Aushadhi**

The Pharmaceutical industry has evolved from merely Rs.1500 crores in 1980 to more than Rs.1,19,000 crores by 2012. Still, medicines in almost every therapeutic category are sold primarily as branded drugs, at disproportionately very high prices. 80% of out patients care and 60 % of all in-hospital care occurs at private facilities in India and majority of households are exposed to private market to buy drugs (Public Health Foundation of India, 2012). According to NSO estimates, up to 79% of health care expenses in rural areas are due to cost of medicines. Thus, access to low-priced generic drugs is very critical in ensuring health care at affordable prices.

'Ensuring availability of quality medicines at affordable prices to all' has been the key objectives of the Department of Pharmaceuticals, Government of India. Hence, the Department has decided to launch a nation-wide campaign viz. 'Jan Aushadhi' as a direct market intervention strategy.

### **Objectives of Jan Aushadhi Campaign:**

Making quality medicines available at affordable prices for all, particularly the poor and disadvantaged, through specialized outlets called Jan Aushadhi Stores (JAS), so as to reduce medical expenses in patient's treatment.

The BPPI seeks a communication partner with a track record, adept at print, electronic, and field activations etc to create awareness among people for Jan Aushadhi.

**As it has been decided to re-launch Jan Aushadhi Scheme, the agency is required to suggest new logos and punch lines for BPPI and Jan Aushadhi. We need to rope in a celebrity to be the brand ambassador for Jan Aushadhi Scheme. We need to revamp the website of Jan Aushadhi for the launch.**

This Request for Empanelment (RFE) document has been prepared for engaging Multimedia Agencies by Bureau of Pharma PSUs of India (BPPI) for 360 degree media solution.

## **SECTION 2: CAMPAIGN REQUIREMENT**

### **2.1 PURPOSE**

Jan Aushadhi scheme is now being revamped, rebrand and is now being re-launched with increase no. of medicines, surgical and other consumables to extend coverage of quality generic medicines, which would reduce and thereby the unit cost of treatment per person. BPPI is also in the process of opening 3000 Jan Aushadhi stores across India during the five year plan.

### **2.2 TARGET AUDIENCE**

#### **Primary:**

- General public
- Medical Fraternity- Doctors, pharmacists, NGO's, Societies, Trust, Charitable Institutions, Hospitals, Hospitals run by charitable trusts, Medical colleges, Govt. hospitals etc.

#### **Secondary:**

- Other stakeholders- Channel partners, pharmacists, Pvt. Hospitals etc.

#### **Tertiary:**

- Media, opinion leaders, elected representatives etc.

### **2.3 OBJECTIVES**

The main objectives of Jan Aushadhi multi-media campaign are as follows:

- Create awareness amongst the identified target audiences about generic medicines and Jan Aushadhi stores.
- Encouraging people to buy medicines from Jan Aushadhi Stores
- Advocacy and sensitization among all stakeholders for the generic medicines

### **2.4 SCOPE OF WORK(inclusive but not exhaustive)**

**2.4.1** The Agency would focus on implementing a national level communication strategy so that the benefits of Jan Aushadhi are taken to the rural masses. To fulfill this objective, the agencies will provide services related to Jan Aushadhi's strategic marketing communication needs in the areas of brand management, multi-media creative, media planning, etc.

**2.4.2 Conceptualization and creation of multi-media campaign across all media platforms:**

**2.4.2.1. Brand Ambassador, TV advertisements/ radio jingles / short films/ documentaries:** Roping in of a celebrity as the brand ambassador and developing audiovisual IEC material, including but not limited to the following will need to be produced:

- Television commercials on various features and benefits of Jan Aushadhi which shall create awareness among the respective target group and motivate them to buy generic medicines from the Jan Aushadhi Stores (JAS).
- Short-films on Journey so far of Jan Aushadhi involving a celebrity
- Radio jingles and spots to be developed to create awareness and motivate them to buy generic medicines from the Jan Aushadhi Stores (JAS). One of the spot to use a voice over of our Prime Minister (as done in Swach Bharat Abhiyan or LPG subsidy)
- Any other innovative interactive programs on television or radio

**2.4.2.2. Print/Display advertisements:** The Agencies are to design print/display creatives in various languages as per the Eighth Schedule of the Constitution of India, for various media as per the requirement of the BPPI. The list of activities would include but not be limited to the following:

- Advertisements in print media, internet portals, etc
- Information material: pamphlets, leaflets, brochures, banners, etc.
- Outdoors: Transit medium, BQS, LED/LCD screens, posters, handouts, banners, hoarding, display panels, etc.
- IEC material for other needs such as training, etc.
- Translation and adaptation of creatives in regional languages as per the requirement of BPPI

**2.4.3 Development of other IEC Material:** Development of other IEC print materials for outdoor publicity like, booklets, folders, leaflets, posters, calendars, diaries, advertisements in railway reservation tickets, electricity and gas bills, postal stationeries, etc. Creation of complete Jan Aushadhi brand identity templates, kits and manuals, etc. for use across situations and by Jan Aushadhi stores and other stakeholders.

**2.4.4 Media planning and buying:** A media list comprising suitable newspapers, magazines, television channels, radio stations, etc., will be prepared keeping

in view the need and relevance of advertisement message and the target audience.

**2.4.5 Social media/Web marketing:** Expand and strengthen presence on social media, create awareness on important internet sites/portals:

- Engage with target audience through popular social networking platforms
- Monitor content related to Jan Aushadhi and assess impact on brand
- Mitigation of adverse comments / events / trends

**2.4.6 Activations and Events:** End-to-end planning to execution for publicity activities, including Market Research.

**2.4.7 Digital Cinema Screens:** We can keep a market watch of the big releases and advertise in theatres PAN India. The same could be restricted to only JAS cities.

**2.4.8 SMS Blast:** SMS blast to be used to target doctors, physicians, chemists and make them aware of the JAS. The same media could be used to invite the general public at large to become franchisee for the JAS.

**2.4.9 Float Activation:** To have vans (407/ TATA ACE) in 100 cities with branding, LED TV, PA system. Theatre artists to be roped in for "nukkad natak" and informing the rural population of India aware of the scheme. Pamphlets can be distributed. Free Health camps can be a part of this activation.

**2.4.10** The Multi Media Advertising Agency will be required to obtain permissions/licenses/clearances from the concerned regulatory/statutory authorities at all stages at their own cost prior to releasing any publicity material.

### **SECTION 3: ELIGIBILITY CRITERIA**

**3.1.** The RFE can be responded to only by registered business entities empanelled under DAVP and those who are in the business of providing advertising, creative and media related marketing services and have their registered/head /branch office in Delhi/NCR as per INS book 2013- 2014. The firm should also be an accredited member of the Indian Newspaper Society (INS) since the last five years ending FY 2014-15. The application form may be seen at **Annexure I**

**3.2** No consortia shall be allowed to apply for empanelment. No two agencies of the same business group will be allowed to apply. In such a case where two agencies of the same group apply, both the applications will be summarily rejected.

**3.3** The business entity must be incorporated under any of the following Acts – The Partnership Act, 1932 or the Limited Liability Partnership Act, 2008 or the Companies Act 1956 or 2013. Proprietorship firms need not apply.

- 3.4 The agency should be empanelled with DAVP as a multi-media creative agency in Category A.** The documentary evidence submitted as proof of empanelment with DAVP should clearly indicate that the agency is empanelled with DAVP as on the date of publication of this RFE and should be in the name of the firm which is applying for empanelment with BPPI through this RFE. The Agency's should ensure that its empanelment with DAVP should remain valid throughout the period of empanelment with BPPI (2 years).
- 3.5** Member Agencies of the Advertising Standards Council of India will get added weightage.
- 3.6** Agency empanelled also with Doordarshan or Prasar Bharti will get added weightage.
- 3.7** The agency should have clocked an annual turnover of Rs.100 crore per annum since last three financial years, ending FY 2014-15.
- 3.8** The agency should have provided creative (print + electronic), design, brand management and media related marketing services. It should have provided social media marketing and digital marketing, outdoor, events and activation services consistently since past three years. Proof of the same may be included in the documents that are to be submitted **(as per Annexure II)** and shown at the time of presentation.
- 3.9** The agency also needs to have handled at least three accounts (One Health communication /Pharmaceutical, one corporate client, and one Government client with similar objective is mandatory) of billing size not less Rs. 3 crores in a year in each of 2-3 different media related services required by us, within last five years, ending FY 2014-15. Proof of the same (work order) may be included in the documents that are to be submitted **(as per Annexure II)**. Sample creative work done for such clients should also be provided as per Annexure II.
- 3.10** The agency should have adequate personnel to handle a multi-media/multi-lingual communication campaign. Agency should have a minimum 100 employees across India and at least 25 people on their roll at the Delhi NCR branch to service the client. The CVs of the key resources as per the list below **(as per the CV format in Annexure VI)** that the agency intends to deploy for BPPI's work needs to be submitted. Apart from the key resources, CVs of resources who will be engaged in the BPPI's assignment shall be attached as per the format. Provident fund challans of last three months as a Proof of resources being a part of the agency must be submitted.

Key resources and their experience

Sl. No	Key Resources
1	Team Leader (should have at least 15 years' experience in relevant field)
2	Communication Strategy Expert (should have at least 15 years' experience in relevant field)
3	Creative Expert (should have at least 15 years' experience in relevant field)
4	Media Planning Expert (should have at least 12 years' experience in relevant field)

5	Event & Activation Expert (should have at least 12 years' experience in relevant field)
---	---

### 3.11 List of documents to be submitted as part of response to RFE

1. Covering letter on agency's letterhead
2. Case studies of the three clients as mentioned in 3.9
3. Three best creatives utilised in print campaigns in the last five years
4. Show reels of three best TV commercials, short-films produced in the last five years
5. Declaration in the format as given in Annexure III
6. Checklist in the format as given at Annexure IV
7. Details of Qualification criteria as given in Annexure V
8. Any other supporting information that is relevant to proposal

**All documents must be properly marked. The response to RFE (eligibility documents, print creatives etc. You may add soft copies also.) should be submitted in one hard copy. Show reels of audio-video works are to be submitted in one DVD/CD only.**

### 3.10 Disqualifications

BPPI may at its sole discretion and at any time during the evaluation of application, disqualify any applicant, if the applicant:

- (i) Submitted the application after the response deadline;
- (ii) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- (iii) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
- (iv) Submitted an application that is not accompanied by required documentation or is non-responsive;
- (v) Failed to provide clarifications related thereto, when sought;
- (vi) Submits more than one application on its own or is part of consortia; or is amongst the two agencies of the same business group that have applied in which case both applications will be rejected.
- (vii) Was declared ineligible/blacklisted by the Government of India/State/UT Government

### 3.11 Important Dates:

S No.	Activity	Date
1	Issue of the RFE	29/09/2015
2	Last date for submission of queries via email	01/10/2015
3	Last date for submission of bid	08/10/2015
4	Date and time for opening of bid	14/10/2015

## **SECTION 4: EVALUATION AND EMPANELMENT MECHANISM**

In order to empanel advertising and creative agencies, the BPPI will constitute an Evaluation Committee to evaluate the submitted bids. During evaluation of proposals, BPPI may at its discretion, ask the bidders for any clarification on their applications. The process for empanelment is as given below:

### **4.1 Evaluation process:**

**4.1.1** Scrutiny of bids will be done by the Evaluation Committee as per the eligibility criteria mentioned in SECTION III to determine whether the documents submitted are in proper order as per the requirement of the RFE. The Evaluation Committee can seek additional information from the applicants, if needed. Responses to the RFE, which do not conform to eligibility criteria mentioned in Section III, will be rejected.

**4.1.2** The committee will short-list agencies, whose bids are found to be in order under 4.1.1 and qualify in the evaluation with the score more than 60 out of 100 (considering each category).

**4.1.3 Technical Evaluation:** The short-listed agencies will be called to make a presentation on an IEC campaign for Jan Aushadhi based on the following brief. The presentation may also include, sample advertisements, new ideas, etc. that the shortlisted agencies can use to demonstrate their understanding of the brief as well as exhibit their creative strength. Based on the creative submissions, the scoring will be done on a scale of 100 marks (understanding of the Brief -25%, Communication Strategy-25%, Creative/storyboard -50%).

Based on the combined scoring of both the agency qualification and the presentation made by the agencies, the committee may empanel 3 or more agencies as per the requirement.

### **Brief for presentation/First Assignment**

Jan Aushadhi was launched in 2008, opened only 182 Stores till date, having only 220 medicines in the basket. Awareness among the people is low about the stores and thus low demand for the generic medicines.

Now the project is getting re launched with expansion of the medicine basket with 430 medicines and 300 more stores within 3-6 months. BPPI intend to create awareness about benefits of Jan Aushadhi and take it to the rural masses and semi urban strata of society.

The communication shall raise awareness among the mass, with focus to the bottom of the pyramid population so that the footfall in the stores will increase with demand for the generic medicines.



## 4.2 Empanelment

- 4.2.1 The empanelled agencies will be required to sign an agreement with BPPI, accepting the terms and conditions laid down by BPPI (including but not limited to as given under various sections and Annexures of this RFE document). After execution of the agreement, no variation or modification of the terms and conditions of the agreement shall be made; except by the written consent and amendment signed by both parties.

## 4.3 Allocation of Work

BPPI will give a brief to the empanelled agencies and invite creatives/scripts/story boards from the empanelled agencies for specific assignments. BPPI reserves the right to award the work to any of the empanelled agencies, based on the merit of their creative designs and the cost for the work under Quality cum Cost Based Selection (QCBS) in the ratio of 70:30.

The selected agency shall not assign the project to any other agency, in whole or in part, to perform its obligation under the agreement. **Mere empanelment with BPPI does not guarantee allocation of work.**

BPPI reserves the right to ask the agency to re-work on the creative/script/storyboard as many times till the work is approved. The final output would also be approved by competent authority before release. Such creative outputs will be the sole property of the BPPI and BPPI will be free to use or modify it at its sole discretion. The CEO, BPPI will be the final authority for the selection of creative design/scripts/storyboards.

- 4.3.1 For print creative, when BPPI chooses to get a particular creative released in newspapers through the agency at DAVP approved rates / approved estimates then the release of advertisement will be executed by the agency whose creative is selected and no separate costs for designing the creative will be paid.
- 4.3.2 For design and release of print advertisements such as tender notices/vacancy circulars, etc., work will be allotted equally amongst the agencies on a rotational basis, based on the monetary value of work. The release of advertisement will be executed by the agency at DAVP approved rates and no separate costs for designing the creative will be paid.
- 4.3.3 When BPPI chooses to get a particular creative released in newspapers through DAVP, the creative agency will be paid design charges as per the lowest rate from the quotes.
- 4.3.4 For electronic media and Outdoor, when BPPI chooses to get a particular creative released through the agency at DAVP approved rates / approved estimates then the release of advertisement will be executed by the agency whose creative is selected.

4.3.5 For Events, outreach, social media or any other work which don't have any DAVP approved rate, may be undertaken through the competitive bidding among the empanelled agencies in the QCBS method as mentioned in 4.3.

## **SECTION 5: GENERAL CONDITIONS**

### **5.1 Processing Fee**

The application complete in all respects should be submitted along with a demand draft of **Rs. 5,000/-** (non-refundable) drawn in favour of 'Bureau of Pharma PSUs of India (BPPI)' payable at Gurgaon as **processing fee**. And with a demand draft of **Rs. 5,00,000/-** (refundable to the unsuccessful bidders), drawn in favour of 'Bureau of Pharma PSUs of India (BPPI)' payable at Gurgaon/Delhi as **Earnest Money Deposit**

### **5.2 Penalties**

5.2.1 In case of delay in execution of the assigned work by the agency, BPPI may impose a penalty of 0.5% subject to maximum of 10% as details mentioned below in Table A.

**Table A:**

0.5% of the project value	For a delay upto 7 days
2% of the project value	For a delay upto 8-14 days
5% of the project value	For a delay upto 15-21 days
10% of the project value	For a delay upto 22-28 days

BPPI reserves the right to debar and blacklist the agency for applying in future tenders/empanelment in case of any delay.

5.2.2 If any of the services performed by the agency fails to conform to the specifications of the assigned project or in the event of failure of the project due to indifferent (such as inadequate interaction with BPPI), negligent (such as quality of deliverable not up to the mark), non-supportive attitude (such as non-engagement of adequate resources in the prescribed time frame) of the consultant/agency and BPPI decides to abort the contract because of such failure, then a sum up to 50% of the value of the contract shall be recovered from the agency. This shall be without prejudice to other remedies available under law and this agreement with BPPI.

### **5.3 Performance Bank Guarantee (PBG)**

The successful agency shall at its own expense deposit with BPPI, within a week of the date of notice of empanelment or prior to signing of the agreement whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) of **Rs.10.00 lakhs (Rupees Ten Lakh only)** from a nationalized/commercial bank or

in the form of Fixed Deposit Receipt (FDR) with lien marked to 'Bureau of Pharma PSUs of India (BPPI)', Gurgaon / in the form of Bank Guarantee as per the format in Annexure VI. The PBG will be payable on demand, for the due performance and fulfilment of the agreement and be valid beyond three months of the period of empanelment. Performance security deposit should be submitted in the attached format annexed as **Annexure VI**

## **SECTION VI: GENERAL TERMS AND CONDITIONS OF AGREEMENT**

The following terms and conditions are of a general nature, and are given here only for the information of the applicant. The detailed terms and conditions of this RFE may be seen at **Annexure VII**

### **6.1 Nativity**

The organization must be incorporated in India as per details given under 3.1.

### **6.2 Relationship**

- a) Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between BPPI and the applicant. No partnership shall be constituted between BPPI and the applicant by virtue of this empanelment nor shall either party have powers to make, vary or release agreement obligations on behalf of the other party or represent that by virtue of this or any other empanelment a partnership has been constituted, or that it has any such power. The applicants shall be fully responsible for the services performed by them or on their behalf.
- b) Neither party shall use the other parties name or any service or proprietary name, mark or logo of the other party for advertising or promotional purpose without first having obtained the other party's prior written approval.

### **6.3 Right to rejection and Right to annulment**

BPPI reserves the right to reject any request for empanelment and to annul the empanelment process and reject all such requests at any time prior to empanelment, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicant(s) of the grounds for such decision.

### **6.4 No obligation**

Empanelment with BPPI does not guarantee that any or all applicants shall be awarded any project / assignment as a result of this empanelment.

### **6.5 Fraud and Corruption**

BPPI requires that the applicant engaged through this process must observe the highest standards of ethics during the performance and execution of the awarded project(s). The following terms apply in this context: BPPI will reject the application for empanelment, if the applicant recommended for empanelment, has been

determined by BPPI to having been engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive.

These terms are defined as follows:

- (a) **"Corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of BPPI or any personnel in during the tenure of empanelment.
- (b) **"Fraudulent practice"** means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to BPPI, and includes collusive practice among applicants (prior to or after Proposal submission) designed to establish proposal prices at artificially high or non-competitive levels and to deprive BPPI of the benefits of free and open competition.
- (c) **"Unfair trade practices"** means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to.
- (d) **"Coercive practices"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation during the period of empanelment.
- (e) **"Collusive practices"** means a scheme or arrangement between two or more applicants with or without the knowledge of the BPPI, designed to establish prices at artificial, non-competitive levels; BPPI will reject an application for award, if it determines that the applicant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices in competing for any assigned project during the empanelment.

## **6.6 Confidentiality**

Information relating to evaluation of application and recommendations concerning awards shall not be disclosed to the applicants who submitted the applications or to other persons not officially concerned with the process. The undue use by any applicant of confidential information related to the empanelment process may result in the rejection of his/her application.

## **6.7 Governing Language**

All documents relating to agreement shall be written in English Language.

## **6.8 Applicable Law**

Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.

## **6.9 Jurisdiction of Courts**

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in New Delhi only.

## **6.10 Frequency of Empanelment**

**BPPI shall empanel agencies for two years.** The empanelment duration may be extended by two years (one year at a time), at the sole discretion of BPPI on same terms & conditions.

## **6.11 Advertising and Promotion**

The advertisement and marketing material used by the agencies shall be in accordance with the guidelines laid down by BPPI from time to time.

## **6.12 Indemnity**

The agencies will indemnify BPPI against any misuse of BPPI Name, Brand Name - JAN AUSHADHI and Logo. For any misuse of BPPI name and logo, the applicant themselves will be held responsible. BPPI will take necessary legal and other actions for such cases. BPPI will not be responsible for any miscommunication or harm caused to any party because of any misrepresentation of its name and logo by the Agency. An Indemnity bond will be signed by the shortlisted agencies.

## **6.13 Termination / Withdrawal**

- a. Without prejudice to any other right or remedy it may have, either party may terminate this Agreement at any time by giving one month advance notice in writing to the other party.
- b. BPPI reserves the right to withdraw/ terminate empanelment of Agency in any of following circumstances:
  - I. Agency becomes insolvent, bankrupt, resolution is passed for the winding up of the Agency's organization
  - II. Information provided to BPPI is found to be incorrect;
  - III. Empanelment conditions are not met within the specified time period;
  - IV. Misleading claims about the empanelment status are made;
  - V. Clear evidence is received that empanelled agency has breached copyright laws/ plagiarised from another source;
  - VI. If blacklisted, etc. By any other PSUs/CG/UT/etc.
- c. If the agency does not execute the contract to the satisfaction of the BPPI then the BPPI may invoke any or all of the following clauses.
  - I. Forfeit the Performance Guarantee Amount
  - II. Terminate the contract without any liability of BPPI towards the empanelled agency.

## **6.14 Only one application**

An applicant may only submit one proposal on its own. If an applicant submits more than one proposal, both proposals shall be disqualified.

### **6.15 Amendment**

At any time prior to deadline for submission of applications, BPPI may for any reason, modify this document. The amendment document shall be notified through website and such amendments shall be binding on all applicants.

### **6.16 Disclaimer**

This RFE is not an offer by the BPPI, but an invitation to receive responses from eligible interested applicants as creative advertising agencies for the BPPI. BPPI will empanel limited applicants who fulfil the eligibility criteria. No contractual obligation whatsoever shall arise from this process.

The evaluation shall be strictly based on the information and supporting documents provided by the agency in the application submitted by them. It is the responsibility of the agency to provide all supporting documents necessary to fulfil the mandatory eligibility criteria. In case, information required by BPPI is not provided by agency, BPPI may choose to proceed with evaluation based on information provided and shall not request the applicant for further information. Hence, responsibility for providing information as required in this form lies solely with applicant.

### **6.17 Binding Clause**

All decisions taken by the BPPI regarding this contract shall be final and binding on all concerned parties.

### **6.18 Agency's Integrity**

The Agency is responsible for and obliged to conduct all contracted activities as defined in the scope of work in accordance with the Contract.

### **6.19 Agency's Obligations**

- a) The Agency is obliged to work closely with the BPPI's staff, act within its own authority and abide by directives issued by the BPPI.
- b) The Agency will abide by the job safety measures prevalent in India and will free the BPPI from all demands or responsibilities arising from accidents or loss of life the cause of which is the Agency's negligence. The Agency will pay all indemnities arising from such incidents and will not hold the BPPI responsible or obligated.
- c) The Agency is responsible for managing the activities of its personnel or subcontracted personnel and will hold itself responsible for any misdemeanour.
- d) The Agency will treat as confidential all data and information about the BPPI, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the BPPI.

## **SECTION VII: SPECIFIC TERMS AND CONDITIONS**

- 7.1 BPPI will have right to drop any agency without assigning any reason whatsoever. BPPI also reserves the right to modify the term and conditions for empanelment.
- 7.2 The advertising agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to BPPI's interest. Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication.
- 7.3 The agency should be able to execute order at short notices and even on holidays.
- 7.4 Agency should have resources with proficiency and proof-reading facilities in all Scheduled Indian Languages
- 7.5 Selection of artwork will be entirely on BPPI's discretion
- 7.6 Artwork/ Commercial once selected will be the property of BPPI and it can be repeatedly used in different media like print, outdoor, electronic etc without seeking permission from concerned advertising agencies or paying any commission/fees/royalty. Agency has to provide original soft copy of open file to BPPI. The agency cannot use the concept, artwork, for other clients once BPPI selects it.
- 7.7 BPPI reserves the right to make necessary modification to the selected artwork, concept etc.
- 7.8 BPPI reserves the right for rejection of any/all applications without assigning any reason whatsoever. All decisions taken by BPPI would be final and no further representation in this regard will be entertained.
- 7.9 BPPI also reserves the right to employ any agency outside the list of empanelled agencies.

[On the letter head of the Bidding Agency]

## **ANNEXURE - I**

### **APPLICATION FORM FOR EMPANELMENT OF MULTIMEDIA AGENCY**

*[WITH ELIGIBILITY CRITERIA SUBMISSIONS IN ITALICS UNDERLINED]*

1	NAME OF THE AGENCY	:	
1.1	Regd. Office Address	:	
1.2	Regd. Office Landline phone	:	
1.3	Year of Establishment <i>[Must not be after 2008]</i>	:	
1.4	Turnover of the Agency during the past 3 years in Rs. Crore <i>[At least Rs. 100 Crore for each Year]</i>	:	2014-15 – 2013-14 – 2012-13 – (Annual Report or Audited Accounts to be submitted)
1.5	Service Tax Registration No. & PAN <i>[Mandatory to have]</i> <i>(copy of certificate and PAN card to be submitted)</i>	:	_____ & _____ (copy of certificate and PAN card to be submitted)
1.6	All-India Employee strength on permanent rolls <i>[Min100]</i> Provident fund challan shall be attached	:	
1.7	Multimedia Capabilities? (Min 5 media including Creative, Events and activations, Research, Media planning and buying, Outdoor with evidential attachments if applicable)	:	
2.	BIDDING OFFICE:		
2.1	Office Address	:	
2.2	Office Landline	:	
2.3	Office Fax	:	
2.4	Office E-Mail	:	
2.5	Authorized Contact Person	:	Name – Designation – Mobile – Office Landline –



			E-mail –
2.6	Bank Account RTGS details	:	(cancelled cheque leaf to be submitted)
2.7	Delhi Office Employee strength on permanent rolls [Minimum 30]	:	
3	Approximate no. of Clients all-India (as on 31.03.2015) (Details of major Clients to be furnished) [At least 3 Client for each bullet] as per given below <b>AGENCY EXPERIENCE (Annexure II)</b>	:	Total – <ul style="list-style-type: none"> <li>• Health / Pharmaceuticals -</li> <li>• Govt./PSU</li> <li>• Corporate</li> </ul>
4.	No. of years of experience all-India (as on 31.03.2015) (Details of major Jobs over last 3 years to be furnished) [At least one for each bullet] as per given below <b>AGENCY EXPERIENCE (Annexure II)</b>	:	Total – <ul style="list-style-type: none"> <li>• Social/development/Health -</li> <li>• Govt./PSU</li> <li>• Corporate</li> </ul>

## Annexure II

### AGENCY EXPERIENCE (*Format*)

S. No.	Item	Agency's Response
1.	<b>Proposed Product/ Solution</b> <i>(for which the citation has been provided)</i>	
2.	<b>Name of Agency entity</b>	
3.	<b>Assignment Name</b>	
4.	<b>Name of Client</b>	
5.	<b>Country</b>	
6.	<b>Contact Details</b> <i>(Contact Name, Address, Telephone Number)</i>	
7.	<b>Approximate Value of the Contract</b>	
8.	<b>Duration of Assignment (months)</b>	
9.	<b>Award Date (month/year)</b>	
10.	<b>Completion Date (month/year)</b>	
11.	<b>Narrative description of the project</b>	
12.	<b>Details of Work that defines the scope relevant to the requirement</b>	
13.	<b>Documentary Evidence attached</b>	

### **Annexure III**

#### **DECLARATION**

We do hereby certify that the information as provided above is correct and true in all respects. In case of furnishing any false information or suppression of any material information, the application shall be rejected, besides which penalty can be imposed by BPPI as deemed fit.

We do hereby certify that our Agency has all the capabilities of conducting campaigns focused on 360 degree approach.

We do hereby certify that our Agency has never been blacklisted by any Client, and never has defaulted in paying dues to media houses, Banks and Tax authorities.

We do hereby agree to accept and abide by all the terms and conditions laid down from time to time by Bureau of Pharma Public Sector Undertakings of India. in respect of this engagement.

Signature

Name and Designation of  
Authorized Signatory with Seal

Date:

Place:

Please enclose:

1. Agency Profile.
2. Income Tax Return for the last 3 years.
3. Service Tax Return for last 3 years
4. Documentary evidence (including CDs) wherever necessary.

**ANNEXURE:IV****Check list (to be filled by the Bidding Agency)**

<b>SL.</b>	<b>Parameter</b>	<b>Response of Bidder</b>	
		<b>Yes /No</b>	<b>Evidence submitted</b>
<b>1</b>	<b>FACILITIES OWNED AT SERVING OFFICE (submit proofs)</b>		
1.1	In-house Creative Team		
1.2	In-house media planning and buying		
1.3	In house Events and field Activation Capabilities		
1.4	In house Research Capabilities		
1.5	In house Outdoor Capabilities		
1.6	In house Digital and Social media Capabilities		
<b>2</b>	<b>Key Resources on the rolls (CVs)</b>	<b>Years of experience</b>	<b>Name of the Resource</b>
2.1	Team Leader (should have at least 10 years' experience in relevant field)		
	more than 10 years		
	more than 15 years		
2.2	Communication Strategy Expert (should have at least 10 years' experience in relevant field)		
	more than 10 years		
	more than 15 years		
2.3	Creative Expert (should have at least 10 years' experience in relevant field)		
	more than 10 years		
	more than 15 years		
2.4	Media Planning Expert (should have at least 10 years' experience in relevant field)		
	more than 10 years		
	more than 15 years		
2.5	Event & Activation Expert (should have at least 5 years' experience in relevant field)		
	more than 5 years		
	more than 10 years		
2.6	Outdoor Expert (should have at least 5 years' experience in relevant field)		
	more than 5 years		
	more than 10 years		
2.7	Digital and Social media Expert (should have at least 5 years' experience in relevant field)		
	more than 5 years		
	more than 10 years		

<b>3</b>	<b>AGENCY EXPERIENCE in years (as per point 4 in Annexure - II) (submit proofs)</b>	<b>No of Projects</b>	<b>Client Names (for which case studies are submitted)</b>
3.1	Health Communication / Pharmaceuticals (at least 1 projects of 3 crore value in an year within last 5 years)		
	One Project		
	Two project		
	Three or more projects		
3.2	Govt./PSU (at least 1 projects of 3 crore value in an year within last 5 years)		
	One Project		
	Two project		
	Three or more projects		
3.3	Corporate (at least 1 projects of 3 crore value in an year within last 5 years)		
	One Project		
	Two project		
	Three or more projects		
<b>4</b>	<b>EMPANELMENTS (Submit Docs)</b>	<b>Yes / No</b>	<b>Evidence</b>
4.1	DAVP – Multi Media		
	Category A		
	Category B		
	Category C		
4.2	INS accreditation		
4.3	ASCI (Advertising Standards Council of India)		
4.4	Doorsarshan / Prasaar Bharti		

Date: \_\_\_\_\_

Signature & seal of Authorized person : \_\_\_\_\_

Name of Authorized person : \_\_\_\_\_

## Annexure V

Format: Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: \_\_\_\_\_
2. **Name of Firm** [*Insert name of firm proposing the staff*]: \_\_\_\_\_  
\_\_\_\_\_
3. **Name of Staff** [*Insert full name*]: \_\_\_\_\_
4. **Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_
5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: \_\_\_\_\_  
\_\_\_\_\_
6. **Membership of Professional Associations:** \_\_\_\_\_  
\_\_\_\_\_
7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: \_\_\_\_\_  
\_\_\_\_\_
8. **Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]: \_\_\_\_\_  
\_\_\_\_\_
9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, \_\_\_\_\_ and \_\_\_\_\_ writing*]: \_\_\_\_\_  
\_\_\_\_\_
10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:  
From [ Year]: \_\_\_\_\_ To [ Year]: \_\_\_\_\_  
Employer: \_\_\_\_\_  
Positions held: \_\_\_\_\_

<b>11.</b> <i>[List all tasks to be performed under this assignment]</i>	<b>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b>  <i>[Among the assignments in which the staffs have been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i>  Name of assignment or project: _____ Year: _____ Location: _____ Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____
---	---

### 13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_  
*[Signature of staff member or authorized representative of the staff]*

Date: \_\_\_\_\_  
*Day/Month/Year*

Full name of authorized representative: \_\_\_\_\_

**Annexure VI**  
**Format for Performance Security Deposit**

**PERFORMANCE BANK GUARANTEE**  
**(To be stamped in accordance with Stamp Act)**

**The non-judicial stamp paper should be in the name of issuing Bank**

**Ref..... Bank Guarantee No.....**

**Date.....**

To

**BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA**  
**(Set up under the Department of Pharmaceuticals, Govt. of India)**  
**IDPL corporate office Complex,**  
**Old-Delhi-Gurgaon Road,**  
**Dundahera,**  
**Gurgaon 122016**

Dear Sirs,

1. In consideration of the Bureau Of Pharma Public Sector Undertakings of India (Set up under the Department of Pharmaceuticals, Govt. of India)(hereinafter referred to as the „Client“ which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at..... (hereinafter referred to as the “Agency” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), an Agreement by issue of Notification of award No..... dated ..... and the same having been acknowledged by the Client , resulting in an Agreement, bearing No.....dated.....valued at.....for..... (scope of Agreement) and the Client having agreed to provide a Performance Bank Guarantee for the faithful performance during the tenure of Empanelment.
2. We.....(Name & Address of Bank Branch) having its Head office at .....(hereinafter referred to as the „Bank“, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Agency merely on a demand from the Client stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Client by reason of breach by the said



Agency of any of the terms or conditions contained in the said Agreement or by reason of the Agency's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Agency or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

3. The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of work under Agreement by the Agency. The Client shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Agency, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Agreement between the Client and the Agency or any other course or remedy as prescribed in the Client's guidelines or security available with the Client. The Bank shall not be released of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Client or any other indulgences shown by the Client or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.
4. The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Agency and notwithstanding any security or other guarantee the Client may have in relation to the Agency's liabilities.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Agency.
6. Notwithstanding anything contained hereinabove:
  - 1) Our liability under this guarantee is restricted to Rs. .... (in words & figures).
  - 2) This Bank Guarantee will be valid up to .....; and
  - 3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before .....

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this.....day of.....20.....at.....

## WITNESS

.....  
(Signature)

(Signature)

.....

(Name)

(Name)

.....

(Official Address) (Designation with Bank Stamp)

Attorney as per Power of Attorney No.....

Dated.....

## ***Annexure VII***

### **TERMS AND CONDITIONS OF AGREEMENT**

1. The empanelment shall **be initially for two years** from the date of empanelment. BPPI reserves the right to extend the same on yearly basis up to two additional years based on periodic reviews to assess the performance during the specified duration of empanelment on the same terms & conditions.
2. The servicing team of the agency must be available to BPPI Headquarter, New Delhi as and when required by BPPI.
3. All the work/project relating to the scope of work will be executed at DAVP rates or based on limited tender floated amongst empanelled agencies.
4. The empanelled agencies will have to obtain permission/license/ clearance from the concerned regulatory/statutory authorities at all stages at their own cost prior to releasing any publicity material.
5. BPPI will sign an empanelment agreement separately with the agencies. After signing of the agreement, no variation or modification of the terms of the agreement shall be made except by written amendment signed by both the parties.
6. When BPPI chooses to get a particular creative released in newspapers through the creative agency, then the release of advertisement will be executed by the agency whose creative is selected at DAVP rates and no separate costs for designing the creative will be paid.
7. When BPPI chooses to get a particular creative released in newspapers through DAVP, the creative agency will be paid design charges as DAVP rates, prevalent at the time of release.
8. In cases, where there are no DAVP rates for a particular type of work, then a limited tender will be floated amongst the empanelled agencies for execution of such work.
9. For design and release of advertisements, such as tender notices/vacancy circulars etc., work will be allotted equally amongst the agencies on a rotational basis, based on the monetary value of work.
10. A separate work order will be given to the selected agency for each project. The selected agency shall not assign the project to any other agencies, in whole or in part, to perform its obligation for fulfilling the project.
11. In case of delay in execution of the assigned work by the agency, BPPI may impose a penalty of 0.5% of the project value per week or part thereof of delay (subject to maximum of 10%). may be imposed by BPPI. If the delay is beyond 2 weeks then BPPI may annul the project and shall be free to get it done from other agencies at the risk and costs of the appointed agencies. BPPI may debar and blacklist the Agencies for applying in its future empanelment also.
12. If any of the services performed by the Agencies fail to conform to the specifications of a assigned project or in the event of failure of a project due to indifferent ( such as inadequate interaction with BPPI), negligent (such as quality of deliverable not up to the mark), non-supportive attitude (such as non-engagement of adequate resources in the prescribed time frame), of the

Consultant/Agencies and BPPI decides to abort the specific project because of such failure, then a sum up to 50% of the value of the project shall be recovered from the Agencies. This shall be without prejudice to other remedies available under law and this agreement with BPPI.

13. The successful agencies shall at its own expense deposit with BPPI, within a week of the date of notice of empanelment or prior to signing of the agreement whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) of Rs.10.00 lakhs from a nationalized/commercial bank in the form of Fixed Deposit Receipt (FDR) with lien marked to Pay & Accounts Officer, BPPI, New Delhi. The PBG will be payable on demand, for the due performance and fulfillment of the agreement and be valid beyond three months of the period of empanelment.
14. Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the „BPPI and „the applicant. No partnership shall be constituted between BPPI and the applicant by virtue of this Empanelment nor shall either party have powers to make, vary or release contractual obligations on behalf of the other party or represent that by virtue of this or any other Empanelment a partnership has been constituted, or that it has any such power. The applicants shall be fully responsible for the services performed by them or on their behalf.
15. The empanelled advertising agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to BPPI's interest. Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication.
16. BPPI will de-empanel the empanelment, if the agency is found to be engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive. These terms are defined as follows:
  - (a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of BPPI or any personnel in contract executions.
  - (b) "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to BPPI, and includes collusive practice among applicants designed to establish proposal prices at artificially high or non competitive levels and to deprive BPPI of the benefits of free and open competition.
  - (c) "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to.
  - (d) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
  - (e) "Collusive practices" means a scheme or arrangement between two or more applicants with or without the knowledge of the BPPI, designed to establish prices at artificial, noncompetitive levels; BPPI will reject an application for award, if it determines that the applicant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent,

unfair trade, coercive or collusive practices in competing for the contract in question.

17. Applicable Law would mean the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.
18. All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in New Delhi only.
19. The advertisement and marketing material (posts, marketing brochure and postal letters etc.) used by the agencies shall be in accordance with the guidelines laid down by BPPI from time to time.
20. The applicants will indemnify BPPI against any misuse of Brand Name and Logo. For any misuse of Brand name and logo, the applicant themselves will be held responsible. BPPI will take necessary legal actions for such cases.
21. BPPI will not be responsible for any miscommunication or harm caused to any party because of any misrepresentation of its name and logo by the applicant.
22. Without prejudice to any other right or remedy it may have, either party may terminate the empanelment at any time by giving one month advance notice in writing to the other party.
23. BPPI reserves the right to withdraw/ terminate empanelment in any of following circumstances:
  - (a) Applicant becomes insolvent, bankrupt, resolution is passed for the winding up of the applicant's organization
  - (b) Information provided to BPPI is found to be incorrect;
  - (c) Empanelment conditions are not met within the specified time period;
  - (d) Misleading claims about the empanelment status are made;
  - (e) Clear evidence is received that there is breach of copyright;
24. If the agency does not execute the contract to the satisfaction of the BPPI then the BPPI may invoke any or all of the following clauses.
  - (a) Forfeit the Performance Guarantee Amount
  - (b) Terminate the contract.
25. The rates quoted shall be in Indian Rupees and shall be inclusive of all taxes, duties except service Tax, as applicable, up to the completion of job. Service Tax will be reimbursed on actuals on submission of documentary evidence.
26. All decisions taken by the BPPI regarding empanelment shall be final and binding on all concerned parties.
27. The Agency is responsible for and obliged to conduct all activities as defined in the scope of work in accordance with the Agreement.

28. The Agency is obliged to work closely with the BPPI's staff, act within its own authority and abide by directives issued by the BPPI.
29. The Agency will abide by the job safety measures prevalent in India and will free the BPPI from all demands or responsibilities arising from accidents or loss of life. The Agency will pay all indemnities arising from such incidents and will not hold the BPPI responsible or obligated.
30. The Agency is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanor.
31. The Agency will treat as confidential all data and information about the BPPI, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the BPPI.
32. BPPI will have right to drop any agency from the empanelled list without assigning any reason whatsoever. BPPI also reserves the right to modify the term and conditions of empanelment.
33. The agency should be able to execute order at short notices and even on holidays.
34. Agency should have resources with proficiency and proof reading facilities in multiple Languages as per Eighth schedule of Constitution of India.
35. Selection of artwork/creative will be entirely on BPPI's discretion. Artwork/creative once selected will be the property of BPPI and it can be repeatedly used in different media like print, outdoor, electronic etc without seeking permission from concerned advertising agencies or paying any commission/fees/royalty. The Agency has to provide original soft copy of open file to BPPI. The agency cannot use the concept, artwork, picture, film and jingle for other clients once BPPI selects it.
36. BPPI reserves the right to make necessary modification to the selected artwork, concept etc.
37. Agency will be responsible to provide advertising material as per the requirement of BPPI at different locations across India.
38. BPPI also reserves the right to empanel any other agency or employ any agency outside the list of empanelled agencies, if required.

\*\*\*\*\*