

e-Tender Ref. No.: PMBI/23/01/23/2022-SMA/02

Dated: 13/07/2022

**PHARMACEUTICALS AND MEDICAL DEVICES BUREAU OF INDIA (PMBI)****(Set up under the Department of Pharmaceuticals, Govt. of India)**

8th Floor, Videocon Tower, Block E1
Jhandewalan Extension, New Delhi-110055
Telephone: 011- 49431800/822
Website: janaushadhi.gov.in

**e-TENDER FOR EMPANELMENT OF MEDIA AGENCY FOR SOCIAL MEDIA
ADVERTISEMENT OF PRADHAN MANTRI BHARTIYA JANAUSHADHI PARIYOJANA
(PMBJP)**

on behalf of

PHARMACEUTICALS AND MEDICAL DEVICES BUREAU OF INDIA (PMBI)
for a period of two years

LAST DATE FOR SUBMISSION OF e-TENDER: 02/08/2022

PHARMACEUTICALS AND MEDICAL DEVICES BUREAU OF INDIA (PMBI)

**(SET UP UNDER THE DEPARTMENT OF PHARMACEUTICALS,
GOVERNMENT OF INDIA)**

Regd. Office: Core No. 6, First Floor, SCOPE Complex, Lodi Road, New Delhi-110003

Working Office: 8th Floor, Videocon Tower, Block E1, Jhandewalan Extension,
New Delhi-110055

Telephone: 011-49431800/822

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**e-TENDER FOR EMPANELMENT OF MEDIA AGENCY FOR MANAGING SOCIAL MEDIA
ADVERTISEMENTS OF PRADHAN MANTRI BHARTIYA JANAUSHADHI PARIYOJANA
(PMBJP) FOR A PERIOD OF TWO YEARS**

Tender Reference	PMBI/23/01/23/2022-SMA/02
Tender Website	janaushadhi.gov.in & https://eprocure.gov.in/cppp/
Date of availability of tender documents on website	13/07/2022 (Wednesday)
Doubts and queries regarding Tender document should be sent by e-mail to media@janaushadhi.gov.in	19/07/2022 (Tuesday)
Last date and time for submission of tender	02/08/2022 up to 03.00 PM
Time and date of opening of Technical Bid	03/08/2022 at 04.00 PM
Place of opening of tender	Pharmaceuticals & Medical Devices Bureau of India, 8 th Floor, Videocon Tower, Block-E1, Jhandewalan Extension, New Delhi-110055
Address for Communication	PHARMACEUTICALS AND MEDICAL DEVICES BUREAU OF INDIA, 8 th Floor, Videocon Tower, Block-E1, Jhandewalan Extension, New Delhi-110055
Cost of the Tender Document	Free of cost

*The tender document can be downloaded free of cost from the website of PMBI:
janaushadhi.gov.in & <https://eprocure.gov.in/cppp/>*

Section 0: General

Pharmaceuticals & Medical Devices Bureau of India (PMBI), the implementing agency of Pradhan Mantri Bhartiya Janaushadhi Pariyojana (PMBJP); a noble scheme that provides quality generic medicines at affordable prices to all. PMBI works under the administrative control of Department of Pharmaceutical, Ministry of Chemicals and Fertilizers, Government of India and willing to engage an agency for handling “Social Media Advertisement” for promotion of “Pradhan Mantri Bhartiya Janaushadhi Pariyojana” and to utilize the social media platforms for dissemination of information and creating awareness about the salient features of the scheme and benefits generated, and services delivered. In addition to the above, the objectives of engaging a Social Media Management Agency by PMBI are as under: -

- a) Generating awareness and educating people about generic medicines which are available through PMBJP Kendras to citizens of the country.
- b) Announcement and re-pronouncement of policies and prices of Generic Drugs by PMBI.
- c) Issue based as-well-as general interaction and engagement with the citizens, doctors and other stakeholders of the scheme.
- d) Getting feedback of the citizens on the policies, activities, and campaigns.

SECTION – I**1. SCHEDULE AND CRITICAL DATES**

The tentative schedule and critical dates are shown below:

S. No.	Event	Date	Timings
1	Date of publication of e-Tender	13 th July, 2022	
2	Last date of submission of bids	2 nd August, 2022	03:00 PM
3	Opening of Technical Bids	3 rd August, 2022	04:00 PM
4	Evaluation/presentation for Technical Bids	To be communicated	
5	Opening of Financial Bids	To be communicated	

The complete details for the e-TENDER can also be downloaded from Pharmaceuticals & Medical Devices Bureau of India's website <http://janaushadhi.gov.in/TenderDetails.aspx> and from CPPP website <https://eprocure.gov.in/cppp/>. Interested bidders are advised to regularly visit the website in order to update themselves with regard to any change or additional information related to the Tender.

1.1 PROCEDURE, TERMS AND CONDITIONS

- 1.1.1 The e-TENDER is to be uploaded on two bids basis i.e. Technical Bid and Financial Bid.
- 1.1.2 It is the responsibility of the bidder to ensure that the bids are uploaded on time.
- 1.1.3 The PMBI reserves the right to solicit additional information from Bidders. Additional information may include, but is not limited to, past performance records, lists of available items of work etc.
- 1.1.4 The PMBI reserves the right to accept the whole, or part of or reject any or all bids without assigning any reasons and to select the Bidder(s) which, in the sole opinion, best meets the interest of the PMBI.
- 1.1.5 The PMBI reserves the right not to accept bid(s) from agency(ies) resorting to unethical practices or on whom investigation/enquiry proceedings have been initiated by Government investigating Agencies/Vigilance Cell.
- 1.1.6 All information contained in this TENDER, or provided in subsequent discussions or disclosures, is proprietary and confidential. No information shall be shared by the bidder with any other organizations/agencies.

- 1.1.7 The Agency selected is not supposed to use its name, logo or any other information/ publicity on content published on social media platforms of the PMBI.
- 1.1.8 The Agency must maintain uniformity in the uploading of content on the platforms and application. Any content which is replaced, renewed or removed from any platform shall be simultaneously modified on the other platforms and applications instantly.
- 1.1.9 All material, creatives, etc. used in management of Social Media Network will be property of the PMBI. Content shared online must be copyright protected.
- 1.1.10 All the real and virtual creations will be property of PMBI and Intellectual Property Rights (IPR) will vest with PMBI.
- 1.1.11 The timeline/ schedule of deliverables will be decided as and when the requirement / task activities arise. Bidder should complete the job/activities as and when asked by the PMBI.

1.2 ELIGIBILITY CONDITIONS

The Bidders should fulfill the following eligibility conditions for participating in the tender. The bidders shall enclose documentary evidence for fulfilling the eligibility conditions. It is the sole responsibility of the bidder for smooth and timely execution of the assigned work.

SPECIFIC REQUIREMENT	EVIDENCE
1. Bidder should be registered in India (MSMEs to upload copy of the certificate)	Documentary proof
2. Should have a local office in NCR region	-Do-
3. Domain name registered should be on Indian entity	-Do-
4. Bidders should not have been blacklisted by any of the State or Central Government organization.	Undertaking on letter head
5. Should not have been found guilty of any criminal offence by any Court of law.	Undertaking on letter head
6. Bidder should not have a conflict of interest in the assignment as specified in the bidding document.	Undertaking on letter head
7. Compliance with the code of integrity as specified in the bidding document	Undertaking on letter head
9. Goods & Service Tax (GST)	Copy
10. PAN No Registration	Copy
11. The average annual turnover of the bidder in the area of digital marketing including Social Media should be at least Rs. 1.00 Cr. in the	Balance Sheets & documents certified by

last three financial years (ending on 31 st March 2021)	CA
12. The agency must have expertise of managing social media handles such as Twitter, Facebook, Instagram, Koo, LinkedIn, etc. on retainership basis (copies of contract/orders in support of Minimum 3 years and more should be attached and of having served at least one government/PSU clients worth at least Rs. 50 lakhs per annum)	Copies of the work orders
13. The agency must have an experience of at least 3 years in Social Media network management. The agency must have an in-house production facility for production and editing in all forms. The agency must have at least 3 work orders of Govt. of India department/PSUs	Copies of the work orders of Social Media activities
14. The agency must have requisite facility for production and editing of contents in all forms.	Undertaking on letter head
15. The agency must have an in-house tools/applications/Software Development & management Team which has developed Social media tool and apps that runs on PCs and mobile devices.	Undertaking of in-house technical capability on letter head
16. Agencies supporting/ promoting any of the following content either in digital/physical format will be treated negative for business	Undertaking on letter head
a) Anti-National Content	
b) Pornographic & Trafficking Content	
c) Political Association	
d) Malicious Content	
e) Content Hurting Religious Sentiments	
f) Promoting Piracy in any form	Self-certified copy of Images having run social media campaigns.
17. The agency must have expertise of running social media campaigns on Twitter, Facebook, Instagram, YouTube, Koo, Telegram, Mailing Services, Bulk Messages, etc. The agency should make available one social media expert for management and coverage of social media platform in English & Hindi for PMBI and for coordination purposes.	
18. The experts should have experience of Content Management for websites/social Media Account management and have the ability to collaborate with stakeholders.	Relevant Documents in Support of Qualification & experience
19. Agency must deploy Social Media Manager (1), Content Writer (2 – Hindi & English), Graphic Designer (2), Photographer (1) in PMBI head office	

1.2.1 Bidders in joint venture and consortium are not eligible to apply.

1.3 COMMERCIAL CONDITIONS

Apart from the above, each bidder is required to fulfill the following terms and

conditions:-

1.3.1 EARNEST MONEY DEPOSIT (REGISTERED MSMEs EXEMPTED)

- (i) Each bidder is required to submit Rs 60,000/- (Rupees Sixty Thousand only) as Earnest Money Deposit (EMD) in the form of Bank Draft / Demand Draft in favour of Pharmaceuticals and Medical Devices Bureau of India, payable at Delhi. A scanned copy of EMD also needs to be uploaded along with the bid at the Central Public Procurement Portal.
- (ii) EMD should be submitted along with Technical Bid.
- (iii) Technical Bid not accompanied with EMD shall summarily be rejected.
- (iv) No interest shall be payable for the sum deposited as Earnest Money Deposit.
- (v) No bank guarantee will be accepted in lieu of the Earnest Money Deposit.
- (vi) The EMD of the unsuccessful bidders would be returned after award of the contract. (EMD of the successful bidder shall be returned only after receiving the prescribed performance security deposit)

1.3.2 PERFORMANCE SECURITY

- (i) Selected bidder will have to submit a Performance Security equivalent to 5% of the total contract value of job for one year in the form of the bank draft/demand draft or bank guarantee from a scheduled nationalized bank in favour of PMBI, New Delhi, within 10 days of issue of letter for performance security. Performance Security will remain valid up to 60 days beyond the satisfactory completion of job.
- (ii) The successful bidder has to renew the bank guarantee/draft on same terms and conditions for the period up to the contract including extension period, if any.
- (iii) Performance Guarantee would be returned only after successful completion of job assigned to them after adjusting/recovering any dues recoverable/payable from/by the Agency on any account under the contract.

1.3.3 PERIOD OF CONTRACT

The contract will be for a period of 2 years subject to the satisfaction of PMBI. If performance is satisfactory, PMBI may extend the contract period for further 1 year on same terms & conditions.

1.3.4 PRICES

- i. The agency shall quote a consolidated amount in INR which would include all charges. GST as applicable shall be payable by PMBI.
- ii. The agency has to ensure that the above bid amount quoted is inclusive of all manpower support required for the project execution and continuous support during the entire contract period.
- iii. No increase in the prices would be allowed during the contract period.

1.3.5 AMENDMENT OF TENDER DOCUMENT

At any time before the submission of bids, the PMBI may amend the tender document by issuing an addendum/corrigendum in writing or by announcing it through its website. No addendum or corrigendum is issued after the submission of tender has commenced, else, option to revise or withdraw bid ought to be given to such agencies who might have submitted tender by that time.

1.3.6 CONFLICT OF INTEREST

- (i) The Agency is required to provide professional, objective and impartial advice and at all times hold the PMBI's interests paramount, strictly avoid conflicts with other assignment/jobs or their own corporate interest.
- (ii) Without limitation on the generality of the foregoing, Agencies, and any of their affiliates, shall be considered to have a conflict of interest and shall not be appointed, under any of the circumstances set forth below:

Conflicting Activities: An Agency or any of its affiliates, selected to provide consulting assignment/job for this project shall be disqualified from subsequent downstream supply of goods or works or services resulting from or directly related to this project.

Conflicting Assignment/job: An Agency (including its affiliates) shall not be hired for any assignment/job that, by nature, may be in conflict with another assignment/job of the Agency to be executed for the same or for another Employer.

Conflicting Relationships: An Agency that has a business or family relationship with a member of the PMBI staff who is directly or indirectly involved in any part of the project shall not be awarded the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the PMBI throughout the selection process and the execution of the Contract.

Agencies have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of PMBI, or that may reasonably be perceived as having this effect. Any such disclosure shall be

made as per the forms of technical proposal provided herewith. If the Agency fails to disclose said situations and if the PMBI comes to know about any such situation at any time, it may lead to the disqualification of the Agency during bidding process or the termination of its contract during execution of the assignment.

1.3.7 PAYMENT

(i) The payment will be released to the agency on monthly basis in 12 equal instalments. The agency will be asked to submit monthly work achievement on Scope of Work along with bills for payment as mentioned in Section II of this document for assessment by the PMBI. No advance payment will be made. All payments shall be made in Indian Rupees.

(ii) Payment will be released on monthly basis on successful monthly commitment. Agency should submit monthly bills with clear indication of monthly achievement.

1.4 PENALTY CLAUSE

- a) The detail Service Level Agreement (SLA) will be signed with successful bidder. Any breach in SLA will lead to penalty and later termination of the contract. All the documents/ code / application etc. prepared and developed by the bidder will be the property of the PMBI. All designs, reports, other documents and software submitted by the bidder pursuant to this work order shall become and remain the property of the PMBI, and the bidder shall, not later than upon termination or expiration of this work order, deliver all such documents and software to the PMBI, together with a detailed inventory thereof.
- b) If at any given point of time it is found that the bidder has made a statement which is factually incorrect or if the bidder doesn't fulfill any of the contractual obligation, the PMBI may take a decision to cancel the contract with immediate effect. Further, performance security of the agency may also be forfeited if the performance of the agency is not satisfactory.
- c) In case of late services / no services on a specific activity, in which the Agency fails to deliver the services within the period fixed for such delivery or at any time repudiates the contract, the Agency shall be liable to pay LD which will be imposed @ 1% of per week of the cost of contract value up to maximum of 5% of the contract value for the month. The timeline/schedule of deliverables will be decided as and when the requirement/ tasks /activities arise.

The PMBI will have the right to cancel the contract at any time without assigning any reason thereof.

1.5 PREPARATION OF BID

All the bidders are requested to follow the instructions given below while uploading the bids. Proposal should be uploaded on two bid basis – separate technical and financial bids

on Central Public Procurement Portal.

Technical and Financial Bids

- The technical bid should have the following:-
 - i. Forwarding letter as per Annexure 1 on the bidding organization's printed letterhead.
 - ii. The bidder shall submit technical bid in prescribed format as given in Annexure 1. Submission of the different type of Technical bid will result in the proposal being deemed non-responsive.
 - iii. Compliance and documentary proof of eligibility condition spelt out in clause 1.2 of section-I. Documentary proof sought in other clauses of this Tender Document should also be enclosed.
 - iv. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. Pages must be numbered consecutively within each section.
 - v. A point-to-point compliance and self-declaration for acceptance of terms and conditions of tender document.
 - vi. Undertaking (self-declaration on letter head) of total responsibility for the trouble-free operation.
 - vii. Undertaking (self-declaration on letter head) that the information submitted by them is correct and they will abide by the decision of PMBI. In case the information submitted by the firm is found to be false and / or incorrect in any manner, the firm can be suspended and / or debarred.
 - viii. All pages of the document submitted should be signed.
- **The Financial bid must contain the following:**
 - i. Forwarding letter including Financial Bid as per Annexure 2, on the bidder printed letter head.
 - ii. Scope of services as per Section II each page duly signed.
 - iii. No price / rate variation / adjustment or any other escalation will be entertained.
 - iv. The price quoted for Item at S. No. 1 of the Financial Bid format at Annexure-II should not include the expenditure towards buying online advertisements on various websites and mailing services. These charges would be paid by PMBI to the agency on actual basis on production of

authentic bills. Agency should inform regarding such expenditure well in advance.

1.6 SIGNING OF BID

The original and all documents of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to sign by the Bidder. The person or persons signing the Bid shall initial all pages of the Bid.

1.7 METHOD OF EVALUATION AND AWARDS OF CONTRACT

Bidders are requested to submit all requisite documents as per the uploaded tender along with their bids; failing which the bids are liable for rejection.

Evaluation of bids

From the time the bids are opened to the time the contract is awarded, the agencies should not contact the PMBI on any matter related to its Technical and/ or Financial bid.

Any effort by the agencies to influence the PMBI in the examination, evaluation, ranking of bids and recommendation for award of contract may result in the rejection of the agency's bid.

A duly constituted Evaluation Committee will scrutinize and evaluate the bids for selection of an agency.

Criteria for Evaluation of Technical bid:

The Evaluation Committee shall evaluate the Technical bids on the basis of their responsiveness to the qualification criteria. The qualification of the agency and the evaluation criteria for the technical bid shall be as defined below.

The criteria defined in Annexure 3 would be followed for evaluation of technical bids.

Only Agencies obtaining a total score of 60 (on a maximum of 100) or more on the basis of criteria for evaluation given below would be declared technically qualified. Every technical bid shall be awarded an absolute technical score of 'T' marks out of a total of 100 marks.

Criteria for Evaluation of Financial bid: The Financial Bids of the technically qualified bidders will be evaluated as per the evaluation criteria explained below.

- The lowest evaluated financial bid (**Fm**) will be given the maximum financial score of 100 points. The financial scores (**F**) of the other financial bids will be computed as per the formula for determining the financial scores given below:

$$F = 100 \times (F_m / F_b)$$

Where,

F_b = Evaluated amount of financial quote by the bidder.

F_m = Lowest evaluated amount of financial quote by the bidder.

Financial bids of only those Agencies which are declared technically qualified shall be opened on the specified date and time, in the presence of representatives of bidders who choose to attend. The name of the Agencies, their technical score (if required), and their Financial bid shall be read aloud.

Method of Selection:

In deciding the final selection of the Agency, the technically qualified bid will be given a weightage of 70% on the basis of criteria for evaluation. The price bids of only those Agencies who qualify technically will be opened. The bid with the lowest cost will be given a financial score of 100 and the other bid given financial scores that are inversely proportional to their prices. The financial bid shall be allocated a weightage of 30%. For working out the combined score, the PMBI will use the following formula:

Total points: $(0.7 \times T(s)) + (0.3 \times 100 \times F_m/F_b)$

The bids will be ranked in terms of total points scored. The bid with the highest total points (H-1) will be considered for award of contract.

Example: If in response to this tender, three bids, A, B & C were received and the Evaluation Committee awarded them 75, 80 and 90 marks on technical bid respectively, all the three bids would be technically suitable. Further, if the quoted price of bids A, B & C were Rs. 120, 100 & 110 respectively, then the following points for financial bids may be given:

A: $100/120 \times 100 = 83$ points

B: $100/100 \times 100 = 100$

points C: $100/110 \times 100$
 $= 91$ points

For combined evaluated points, the process would be as follows: Bid A: $75 \times 0.7 + 83 \times 0.3 = 77.4$

Bid B: $80 \times 0.7 + 100 \times 0.3 = 86$

Bid C: $90 \times 0.7 + 91 \times 0.3 = 90.3$

Bid C, in this case would be considered as H1 (Highest total points).

The Evaluation Committee will correct any computation errors, in case of discrepancy.

Negotiations

Normally there should be no post tender negotiations, it would be only on exceptional circumstances, if considered necessary, shall be held only with the Agency who shall be placed as H-1 bidder after combined evaluation of the Technical and Financial bids, as indicated above. Under no circumstance, the financial negotiation shall result into an increase in the price originally quoted by the Agency.

GENERAL:

- a) Bids once submitted cannot be amended.
- b) Any Bid which does not quote for all items will be determined to be non-responsive and may be rejected.
- c) The Agency shall not assign or sublet the contract or any part thereof to any other agency, without written consent of the PMBI.
- d) Technical bids and financial bids will be opened, in the presence of Bidders' representatives (One for each bidder), who wish to be present.

1.8 COMPETENT AUTHORITY'S RIGHT TO VARY ITEMS/ACTIVITIES AT THE TIME OF AWARD

Director General, PMBI shall have the right to make any alterations, omissions, additions or subtractions in items/services at the time of award of contract. The Competent Authority will give such intimation to the successful Bidder, and additional cost/deduction in the Bid prices, based on the price schedule submitted by him, will be worked out with the Bidder. In case, the Bidder does not agree for such alterations, the Competent Authority will be free to award the contract to the next eligible Bidder.

1.9 ARBITRATION

- a) If any dispute, difference, question or disagreement shall at any time, hereafter arise, between the parties hereto or the respective representatives or assignees in connection with or arising out of the contract the Director General, PMBI would appoint a sole arbitrator, who shall be accepted by the Agency. The decision of the arbitrator shall be final and binding on both the parties.
- b) It is also term of the contract that contractor shall not stop the work under this contract and work shall continue as expected to continue whether the arbitration proceedings have commenced or not
- c) The Venue of the arbitration shall be at New Delhi. Subject to as aforesaid, the provision of the Arbitration Act, 2015 and condition Act 1996 and any statutory modifications or re-enactments thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

1.10 LABOUR LAWS AND SAFETY MEASURES

Agencies shall comply with all the provisions of labour law related legislation acts as enacted by Government from time to time and in case of any prosecution / penalty, agency shall be liable for the same.

Agencies shall be liable for payments of duties viz. P.F etc. including any compensation payable under Workmen Compensation Act. PMBI shall have no responsibility or financial or other liabilities towards professional employed by agencies.

Agencies will take all safety measures / precautions during the work. Any accident due to negligence / any other reason will be to agency account.

1.11 APPLICABLE LAW AND JURISDICTION

This contract, including all matters connected with this contract, shall be governed by the India laws, both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Delhi Court, if required.

1.12 INSURANCE AND MEDICAL

It is the responsibility of the agencies to insure their staff and equipment against any exigency that may occur at site. Agencies will also take insurance cover for third party liability, which might occur due to damages caused to their manpower, equipment etc. PMBI shall not be responsible for any such damages.

Medical facilities (as per law) for professional including insurance of the professional on site will be provided by the agencies.

1.13 INDEMNIFICATION

- a) The agency appointed shall at all times indemnify and keep indemnified PMBI against all claims/ damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under this work order.
- b) The agency shall at all times indemnify and keep indemnified PMBI against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Agencies) employees or caused by any action, omission or operation conducted by or on behalf of Agencies.
- c) The Agency shall at all times indemnify and keep indemnified PMBI against any and all claims by employees, workman, suppliers. Agent(s) employed engaged or otherwise working for Agencies, in respect of their wages, Salaries, remuneration compensation or the hike.
- d) All claims regarding indemnity shall survive the termination or expiry of the work order.

1.14 FORCE MAJEURE

For the Purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of party.

The terms "Force Majeure" as implied here in shall mean acts of God, War, Civil riots, fire directly affecting the performance of the contract, floods and Acts and Regulations of Government. Both upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, shall within seventy two hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. If deliveries are suspended by force majeure conditions lasting for more than 2 (two) months, PMBI shall have the option of cancelling this contract in whole or part at its discretion without any liability on its part. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

1.15 FAILURE & TERMINATION CLAUSE

Time and date of delivery and period of execution shall be essence of the contract. If the Agency fails to deliver the services thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such periods, the PMBI may without prejudice to any other right or remedy available to him to recover damages for breach of the contract: -

- a) Recover from the Agency as liquidated damages which will be charged by way of penalty, as specified in the Clause 1.4 (Penalty Clause).
- b) Cancel the contract or a portion thereof by serving prior notice to the Agency.
- c) The PMBI may take a decision to cancel the contract with immediate effect and / or debar / blacklist the bidder from bidding prospectively for a period of 3 years or as decided by the PMBI or take any other action as deemed necessary.

1.16 AGENCY CODE OF CONDUCT AND BUSINESS ETHICS

The PMBI is committed to its 'values & beliefs and business practices to ensure that Agency, who provides services, will also comply with these principles.

(a). Bribery and corruption:

Agencies are strictly prohibited from directly or indirectly (through intermediates or subcontractors) offering any bribe or undue gratification in any form to any person or entity and / or indulging in any corrupt practice in order to obtain or retain a business or contract.

(b) Integrity, indemnity & limitation:

Agencies shall maintain high degree of integrity during the course of its dealings with business/contractual relationship with the PMBI. If it is discovered at any stage that any business/ contract was secured by playing fraud or misrepresentation or suppression of material facts, such contract shall be voidable at the sole option of the competent authority of the PMBI. For avoidance of doubts, no rights shall accrue to the Agency in relation to such business/contract and the PMBI or any entity thereof shall not have or incur any obligation in respect thereof. The Agency shall indemnify in respect of any loss or damage suffered by the PMBI on account of such fraud, misrepresentation or suppression of material facts. The agency will be solely responsible for the omission and commission of the employees deployed by them.

SECTION II

2. GOALS AND OBJECTIVES

- To create a brand imagery for PMBI on popular social media platforms.
- To widen the reach of PMBI among different communities on social media and online platforms.
- To create engagement between PMBI and people via positive conversations.
- To communicate with citizens via online platforms about new policies, initiatives and opportunities for the people.
- To raise awareness about the latest and important events, summits, and conferences etc.
- To create a simple and user-friendly system for exchanging ideas and feedback online.
- To allay apprehensions, misconceptions if any, prevailing amongst people.

3. SCOPE OF WORK

3.1 Creating, updating and continuously monitoring the presence of PMBI on social media platforms limited to the following;

- Facebook
- Twitter
- Instagram
- Koo
- LinkedIn
- YouTube
- Pinterest

3.2 Creation of content and creative for social and online media:

- a. The content and creative shall be in English/Hindi as per the prerogative of PMBI.
- b. Content creation includes but not limited to the following.
 - capture the moments of the events
 - live streaming of the event
 - Interviewing the guests as and when instructed by PMBI

- c. The agency may have to develop multiple creative for various websites and occasions as per the requirements.
- d. The agency shall recreate or convert the content and repackage the available content (text/graphics/video/audio/photographs) into suitable formats and upload the same on social media platforms after approval from PMBI.
- e. Daily informative and promotional updates in the form of relevant text, pictures, audio, unique & interactive content, interviews, news, quiz, etc.

3.3 Engagement with influencers on various Social Media Platform, Publicity of information on new launches and upcoming events. To mount comprehensive pre and part publicity for all Special events, conducted by PMBI.

3.4 Update all social media platforms with relevant posts/content

- a. Provide time-to-time recommendations to PMBI regarding relevant content /posts
- b. Update social media platforms with latest pictures, achievements, and knowledge sharing activities.

3.5 Increase the reach of the posts in the form of number of likes/followers/subscribers for Facebook, Twitter, Instagram, Koo, Telegram, Youtube, etc. design creative artworks such as templates, videos, brochures, exhibits, pamphlets /leaflets etc.

3.6 Advertising and Promotion

- a. Develop an appropriate social media campaign to promote PMBI's presence on social media platforms.
- b. Develop and execute a targeted social media advertising program to reach out target stakeholders.

3.7 Any other activities /services/requirements relevant to the allocated assignments.

3.8 Tracking and analysing relevant media coverage using an SEO tracking tool.

3.9 Submit a post-event analysis of the activities undertaken during the complete cycle of the event.

3.10 Plan and execute a Social Media Monitoring Program on Social Media platforms which shall monitor up to 50 keywords relevant to PMBI.

3.11 Any supplementary public relations and/ or marketing activity based on the instructions of, or with the approval of and in coordination with PMBI.

3.12 Give the social media platforms a new look by putting up new creative features, theme lines, Links etc. as per PMBI requirement.

- 3.13** Create relevant tagging & linkages of content on all social media platforms.
- 3.14** The content creation and update shall be original, and factually and grammatically correct.
- 3.15** All electronic content (text, photo, video or otherwise) to monitored. Reporting unauthorized use of content shared online by PMBI. All Intellectual Property displayed on these platforms and application shall belong to PMBI exclusively, and any Intellectual Property Rights emanating from such content shall vest solely and exclusively with PMBI.
- 3.16** If any social media account or asset is disabled due to violation of its Terms of Use, it would be deemed as a breach of contract, unless stated otherwise by PMBI based on the understanding of disablement criteria in the light of actions leading to it.
- 3.17** No content shall be uploaded on the social media sites without prior approval from PMBI.
- 3.18** Creation of day to day designs and creative for PMBI with at least one in house designer stationed at PMBI office

Covering Letter for Submission of Bid

Date:

To,

Manager (Media)
Pharmaceuticals & Medical Devices Bureau of India (PMBI)
8th Floor, Videocon Tower, E – 1,
Jhandewalan Extension, New Delhi- 110055

Madam/Sir,

We are hereby submitting our bid, which includes Technical bid and Financial bid sealed under separate envelope. We hereby declare that all the information and statements made in this bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our bid is accepted, to start the services with immediate effect or as stipulated in the work order. We understand you are not bound to accept and bid you receive.

Yours sincerely,

Authorized Signatory (In full and attach authorization to represent the company)

(Seal)

Name and Title of Signatory Name of Firm Address

TECHNICAL BID FORMAT

Particulars	Filled by Bidder	
1. Name of the Bidder (Agency)		
2. Whether brief profile of the agency is enclosed (Max 2-3pages)		
3. Address of the Bidder (Agency)	Tel.	Fax.
4. Year of establishment		
5. Type of Company (Proprietorship / Public Sector Unit/ Private Limited / Public Limited) (Attach MSME certificate if relevant)		
6. Number of employees in the agency as on 30 th June, 2022 (Details of qualifications, length of service, experience etc. of the key creative members)		
7. Registration Details: PAN No. (Copy to be enclosed)		
8. GST (Copy to be enclosed)		
9. The agency must have expertise of managing social media handles such as Twitter, Facebook, Instagram, Koo, LinkedIn, etc. on retainership basis (copies of contract/orders in support of Minimum 3 years and more should be attached and of having served at least one government/PSU clients worth at least Rs. 50 lakhs per annum). (Please see point no. 12 of Eligibility Conditions)		
10. The average annual turnover of the bidder in the area of digital marketing including Social Media should be at least 1.00 Cr. in each last three financial years (ending on 31st March 2021) (Attach certificate duly certified by Chartered Accountant/Income Tax Return).		
11. The agency must have expertise in running and managing Softwares related to Development & Management of the Social media handle tools and applications. (Enclose Self-certified copy on letterhead)		
12. Production facilities for production and editing of contents in all forms. (Details & self-certification on letter head).		
13. Details of EMD (Registered MSME exempted)		
(i) Amount		
(ii) Draft No		
(iii) Date		
(iv) Issuing Bank		
14. Whether terms and conditions mentioned in the Tender document are acceptable (say 'Yes' or 'No') & if yes, please enclose the self-declaration of acceptance on letter head.		

15. Whether the firm is blacklisted by any Government Department, or any criminal case is registered against the firm or its owner/partners anywhere in India (If no, attach an undertaking to this effect on letter head)	
16. Name, Designation and address of the officer to whom all references shall be made regarding this Tender.	Tel: Mobile: Fax: Email:

Apart from above all requisite papers mentioned in the tender document are also enclosed.

Authorized Signature (in full and in initials)
Name and address and Title of the Signatory

Date:

FINANCIAL BID FORMAT

To,

Manager (Media)
 Pharmaceuticals & Medical Devices Bureau of India (PMBI)
 8th Floor, Videocon Tower, E – 1,
 Jhandewalan Extension, New Delhi- 110055

Madam/Sir,

We, the undersigned on behalf of (name of the firm), offer to respond to (title of project) in accordance with your Tender document dated (insert Date). Our **Financial Bid** against the **Scope for work in Section – II as well as details defined in the tender document** is as mentioned below.

Consolidated amount for a year for the Scope of work/ Deliverable as mentioned in Section II of the tender document	Rs.
	Amount in words:

The amount quoted above shall be exclusive of taxes.

The applicable Taxes will be extra.

Our bid shall be binding upon us up to period of validity as indicated in sub clause 1.1.5 of Section – 1 General. We understand you are not bound to accept any bid you receive, we remain,

Note: Bidder **shall not modify the downloaded tender form including downloaded price bid template in any manner**. In case any tender form/Price bid template is found to be tampered with/modified in any manner, such bid will be summarily rejected, Bid Security would be forfeited, and bidder is liable to be banned from doing business with PMBI.

Yours sincerely,

Authorized Signature (in full and in initials)
 Name and address and Title of the Signatory

Date:

EVALUATION CRITERIA (TECHNICAL)

The point system for evaluation of Technical Bid will be as follows:

Power Point Presentation on the methodology for this assignment	
Criteria	Marks
1. Vision about the social media	25
2. Organization and Staffing	25
3. Understanding of the Scope of Work	50
Total	100