

## Expression of Interest- Advertising & Publicity Agencies

### Expression of Interest for Empanelment of Advertising and Publicity Agencies For Biotechnology Industry Research Assistance Company (BIRAC), A Government of India Enterprise

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Disclaimer: This EOI is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this EOI is to provide interested parties with information that may be useful to them in the formulation of their Applications pursuant to this EOI. This EOI includes statements, which reflect various assumptions and assessments arrived at in relation to the Consultancy that may not be accurate. The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this EOI.

## **Chapter- 1 - Instruction to Bidders**

### **A. Invitation Related Information**

#### **1. Background**

Biotechnology Industry Research Assistance Council (BIRAC), is a Public sector undertaking registered under the Indian Companies Act 2013 as a Section 8 'Not for profit company', as an interface agency of DBT, Ministry of Science & Technology, BIRAC was set up with a vision to stimulate, foster and enhance the strategic research and innovation capabilities of the Indian biotech industry particularly SME's, to make India globally competitive in biotech innovation and entrepreneurship and to create affordable products and services

Taking into consideration the complex needs in furtherance of its mandate, BIRAC intends to empanel technically competent, experienced and financially sound advertising and publicity agencies at its Corporate Office in New Delhi. The services of advertising and publicity agencies will be mainly utilized for advertising and publication of work reports, brochures and branding of BIRAC. BIRAC has decided to empanel such eligible firms for a period of 03 (three) years extendable further for a period of two years on mutually agreed terms and conditions, who would render assistance in realizing the objectives as stated above from time to time. The selection of the agencies will be through a competitive bidding process.

#### **2. Scope of Work (SoW)**

The empaneled agency shall, as and when referred by BIRAC, render the following services on PAN India coverage basis:

- i. Newspaper advertising
- ii. Designing & Printing of BIRAC reports.
- iii. Designing & Printing folder/brochures/pamphlets
- iv. Printing of ID cards and other miscellaneous printing
- v. Designing, Printing & binding of in-house journals/newsletters and other related printing jobs.
- vi. Publicity & branding work
- vii. Designing and installation for display in exhibitions/fairs/workshops and related work.
- viii. Hoardings & other outdoor advertisements
- ix. Making of short films and documentaries.
- x. Event and exhibition related activities of BIRAC
- xi. Website Designing
- xii. Other related jobs.

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### **B. Standard Information**

1. **All communication including the submission of one original and a copy of the EOI in sealed envelopes** should be addressed to **Biotechnology Industry Research Assistance Council “BIRAC”**, A Government of India Enterprise, at 1<sup>st</sup> Floor , MTNL Building,9, CGO Complex, Lodhi Road, New Delhi-110003. The envelope shall be super scribed with **“EOI for Empanelment – Advertising and Publicity Agencies”**
2. Offer in the bids shall remain valid for a period of 90 days from the last date of submission of the EOIs. The eligible firms shall respond to the invitation of the EOI by submitting their technical capacity and all the required documents in prescribed formats.
3. **Required Bid Format**-The bid must contain the following:
  - Service and Confidentiality Agreement (Appendix-I)
  - A Covering letter (Appendix-II)
  - Eligibility and Technical particulars (Appendix – III)
  - Power of Attorney (Appendix – IV) in the format provided
  - Other supporting documents to substantiate the statements of the Bidder wherever necessary.
4. **Discretion of the BIRAC**
  - I. During technical evaluation of the Bids, BIRAC may, at its discretion, ask Respondents for clarification on their bid. The Respondents are required to respond within the time frame prescribed by BIRAC.
  - II. The BIRAC reserves the right to reject any or all the RFEs for the proposed Consultancy assignment without assigning any reason whatsoever.
  - III. **The BIRAC also reserves the right to reject any bid if:**
    - **It is not in the given format**
    - **At any time, a material misrepresentation is made or uncovered, or**
    - **The agency/ firm/entity does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the bid.**

**Chapter- 2 – Conditions of Contract**

**1. Letter of Award (LOA)**

On acceptance of Bid for awarding the contract, BIRAC will issue a Letter of Award “LOA“ to the successful Respondents in writing that their bids have been accepted in BIRAC and such successful Respondents will need to sign a “Service and Confidentiality Agreement”. After signing of the Agreement, no variation in or modification of any of the terms of the Agreement shall be made except by written amendment signed by the parties. The terms and conditions of the agreement are appended in as Appendix-IV.

**2. Assignment of the tasks**

BIRAC reserves the right to assign the tasks to any of the empaneled agencies. BIRAC also reserves the right to award work to any agency, not necessarily empaneled with BIRAC depending on the specific requirement.

**3. Governing Terms and Conditions**

The selection and engagement of the advertising agency shall be governed by the Expression of Interest (EOI) by the terms and conditions of the “Service and Confidentiality Agreement”. The cost for preparing the response to EOI including visits by the bidders is not reimbursable. Chapter 6 provides further details regarding Service and Confidentiality agreement and format thereto.

**Chapter- 3 – Schedule of Requirements**

**1. Essential eligibility criteria (EEC)**

The advertising agency should fulfill the following criteria:

- i. The applicant should be legal entity registered in India.
- ii. A valid accreditation of Indian Newspaper Society (INS)
- iii. Full-fledged office set up in Delhi/NCR with state-of-art infrastructure.
- iv. Minimum 5 years' experience in advertising and publicity.
- v. Agency should have been on panel of at least 01 or more government department/PSU.
- vi. In-house Proficiency, translation and proof reading facilities in Hindi & English.
- vii. Minimum annual turnover of Rs. Two (02) crores during last three years each with documentary proof for years 2014-15, 2015-16 & 2016-17 certified by CA.
- viii. Rates for publication in newspapers, periodicals & publications will be as per DAVP rates wherever applicable.
- ix. Agency should not have been blacklisted by any Central /State Government / Public Sector Undertaking, Govt. of India.
- x. Agency should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this Request for Empanelment and in the execution of agreement

**2. Expected expertise/inputs**

- a. Understanding of the Scope of Work (SoW)
- b. Domain specific experience in each of the areas relevant to SoW
- c. Adequate in-house capacity to meet the requirements of SoW

**Bids should include the details mentioned in format which may be downloaded from the BIRAC website: [www.birac.nic.in](http://www.birac.nic.in)**

**Eligible agencies are invited to send their bids in sealed envelopes super scribed with “EOI for Empanelment –Advertising and Publicity Agencies” only before 1400 Hrs of 27<sup>th</sup> September 2017 at the address stated below:**

**Biotechnology Industry Research Assistance Council “BIRAC”,  
A Government of India Enterprise,  
1<sup>st</sup> Floor, MTNL Building, 9, CGO Complex,  
Lodhi Road, New Delhi-110003, India  
E-mail address: [adm1.birac@nic.in](mailto:adm1.birac@nic.in)  
Phone: + 91-11-24389600; Fax: + 91-11-24389611**

**3. Schedule of Events**

S.No.	Event Description	Estimated date/time
1.	Last date of receiving bids	27-09-2017 at 1400 Hrs.
2.	Opening of bids	27-09-2017 at 1500 Hrs.

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3.	Presentation cum Interaction	To be announced later
3.	Letter of Award	To be announced later

Disclaimer: The above schedule would generally be adhered to. Any change will be communicated.

**Chapter- 4 – Specifications and allied Technical Details**

**1. Evaluation of the response to EOIs:**

Sl. No.	Technical Capacity criteria	Maximum Score (Total 100)
1.	Relevant Experience as advertising agency for 5 years	05
2.	Key resource <ul style="list-style-type: none"><li>• Team Members</li><li>• In house language translators</li><li>• In house creative art designers /copywriters</li><li>• Infrastructure details (Please attach hard copies)</li></ul>	20
3.	Policy & Profile <ul style="list-style-type: none"><li>• Nature of assignment carried out during its presence on the panel of government enterprises/PSUs</li><li>• Firm's/Agency's policies on data protection, confidentiality &amp; conflict of interest</li><li>• Clients Profile</li></ul>	30
4.	Experience in outdoor Advertising	05
5.	No. of documentaries/short films made in the last three years	10
6.	Presentation	30

The bids shall be opened on **27-09-2017 at 1500 hrs**, and the scores will be given as per the above criteria. High scoring bids up to twelve (number may be less than twelve but not exceeding twelve) based on technical capacity criteria shall be shortlisted.

The shortlisted bidders will be called for a brief interaction cum presentation before a committee. Each of such session will be of 10-15 minutes duration. The venue of interaction cum presentation will be the office of BIRAC.

During the interaction/presentation, the shortlisted bidders will be rated on the following parameters:

- Ability to communicate the organizational expertise.
- Relevance of in-house resources to the Scope of Work & clarity of thoughts.
- Case presentation on any one of the most significant assignments completed during the preceding year.

The bids obtaining the highest total combined score in evaluation of technical capacity criteria and presentation will be ranked as H-1 followed by the bids securing lesser marks as H-2, H-3, etc. High scoring Bids up to six (06) (number may be less than six but not exceeding six) based on the technical capacity criteria shall be shortlisted and invited for empanelment and execution of agreement thereafter.

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The selected Advertising agencies will be empaneled for duration of 03 years extendable further for a period of 02 (two) year on mutually agreed terms and conditions and the terms of empanelment shall be governed by the corresponding service and Confidentiality Agreement.

### **2. Conflict of Interest**

The firm/entity shall not receive any remuneration in connection with the assignment except as provided in the “Service and Confidentiality Agreement”.

### **3. Warranty of the firm**

The firm/entity shall warrant that it is under no contractual restrictions of legal disqualifications or other obligations which will prohibit from entering into this consultancy assignment and that the statement and particulars herein contained in the EOI and in the relevant and supporting documents to this agreement are correct.

### **4. Period of Empanelment**

The firm/entity would be empaneled for 03 (three) years with effect from date of execution of the “Service and Confidentiality Agreement”. The period of empanelment is extendable further for a period of 02 (two) years thereafter on mutually agreed terms and conditions.



**Chapter- 5 – Price Schedule / Task Allocation**

**1. Tasks can be allocated based on any of the following:**

- Roster Method.
- Limited Invitation in case of Techno-incentive tasks.
- Cost based selection.

**2. Price Schedule for Individual/Agency**

- a. Rates for publication in newspapers, periodicals & publications will be as per DAVP rates wherever applicable.

**Chapter- 6 – Service and Confidentiality Agreement**

**Appendix - I**

**SERVICE AND CONFIDENTIALITY AGREEMENT**

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2017 at New Delhi BY and BETWEEN the **Biotechnology Industry Research Assistance Council**, a Government of India Enterprise having its office at **1st Floor, MTNL Building, 9, CGO Complex, Lodhi Road, New Delhi-110003** hereinafter referred to as “BIRAC” (which expression shall wherever the context so admits include its successors and assignees) of the **First Part**

AND

\_\_\_\_\_ having its registered office at \_\_\_\_\_, hereinafter referred to as the “Empaneled Firm” (which expression shall wherever the context so admits include its employees, administrators and permitted assignees) of the **Second Part**

WHEREAS all the parts are hereinafter referred to as “Parties”;

All Annexure to this Agreement shall be integral part of this Agreement.

NOW THEREFORE, the parties hereby agree to be bound by the provisions set out in this agreement.

**1. INTERPRETATION**

- i. Confidential Information: “Confidential Information” means all information (whether in oral, written or electronic form) relating to BIRAC , matters related to BIRAC’s corporate affairs, minutes of the meeting(s) or other agnate materials including any notes or summaries derived from those materials of the Disclosing Party and confidential information received by the Disclosing Party from third parties, but excludes any information that: (1) was lawfully in the possession of the Recipient before receiving it from the Disclosing Party; (2) is provided in good faith to the Recipient by a third party without breaching any rights of the Disclosing Party or any other party; (3) is or becomes generally available to, or accessible by, the public through no fault of the Recipient; (4) is independently developed by the Recipient without use of the disclosed Confidential Information or (5) is required by public authority, by law or decree.
- ii. Words importing the singular numbers shall include the plural number and vice versa.
- iii. Headings and subheadings are for convenience only and shall not be deemed to be a part of this Agreement.

**2. TERMS OF EMPANELMENT**

- i. The Empaneled Firm shall be entitled to the fees and reimbursement for all pre-approved expenses incurred in the performance of the Duties, upon submission and approval of written statements and/or receipts in accordance with the then regular procedures of the BIRAC.
- ii. The Advertising agency shall be empaneled for a period of 03 (three) years extendable

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further for a period of two years on mutually agreed terms and conditions from the date of execution of the present agreement.

- iii. BIRAC reserves the right to assign the tasks to any of the empaneled agency. BIRAC also reserves the right to award the work to any other agency, not necessarily empaneled with BIRAC.
- iv. This empanelment does not constitute and will not be deemed to constitute an exclusive commitment/ arrangement between BIRAC and the Empaneled Agency.

### **3. RESPONSIBILITIES OF THE EMPANELLED AGENCY**

The Empaneled Firm shall;

- i. discharge its duties, responsibilities and execute its activities in furtherance of the scope of work as given in Annexure-1.
- ii. be solely responsible for determining all matters of detail as to the manner in which a specific assignment is done with an objectively acceptable quality.
- iii. undertake necessary liaison work as may be required from time to time with the officials of the concerned departments.
- iv. comply to the best of the technical /scientific knowledge, statutory, regulatory and safety guidelines established by the Government of India and BIRAC while performing the services.
- v. take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the disclosing party including discussion of the Confidential Information in any public forum which includes formal and informal discussions.
- vi. comply with all applicable laws, rules and regulations and shall not indulge in any act, which constitutes an offence or a corrupt practice under the Indian laws.
- vii. practice Chinese wall or Firewall policy within to deal with contrary interests or with confidential information.

### **4. CONFIDENTIALITY**

The Parties, undertake to maintain strict confidentiality and refrain from disclosure thereof, of all or any part of the information and data exchanged/generated from the Process under this Agreement for any purpose other than in accordance with this Agreement. It shall be the responsibility of both the Parties to ensure maintenance of such confidentiality in respect of their behalf and on behalf of their employees, representatives and associates involved in related activities.

### **5. RETURN OF MATERIALS**

Upon the conclusion of the task the Empaneled Firm undertakes to return or destroy materials containing Confidential Information in physical form handed over by the BIRAC in relation to the services or which was generated by the Empaneled Firm in the course of providing the services.

### **6. EARLY TERMINATION OF THE TERM**

This Agreement may be terminated without cause by either party upon not less than thirty (30) days prior written notice by either party to the other. BIRAC can terminate the agreement if the Empaneled Firm voluntarily ceases performing the Duties or “for cause”, in case of any material breach of the terms agreed to. Any termination “For Cause” shall be made in good

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faith by the BIRAC. Upon termination, neither party shall have any further obligations under this Agreement, except for the obligations to maintain confidentiality. The financial liability shall cease as of such termination date. Upon termination the Empaneled Firm shall return all Confidential Information, as hereinafter defined, and copies thereof.

### **7. WAIVER AND ASSIGNMENT**

Any waiver by the BIRAC of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof. The Empaneled Firm shall not have the right to assign the rights or obligations under this Agreement without the prior written consent of BIRAC.

### **8. EFFECT OF THIS AGREEMENT**

- i. The duty of secrecy under this agreement will commence on the Effective Date and will subsist till three years after completion of the task or till such time the confidential information falls into the public domain whichever is earlier.
- ii. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.
- iii. The rights and remedies herein provided are cumulative with, and not exclusive of, any rights or remedies provided by law.

### **9. DISPUTE RESOLUTION**

In the event of any dispute or difference between the Parties hereto upon or in relation to or in connection with this Agreement, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of the Managing Director, BIRAC.

### **10. NOTICE**

Any notices, consents, objections, demands, requests or other communications required or permitted to be given pursuant to this Agreement shall be in writing, and shall be sent by registered post, return receipt requested, to the addresses of the parties set forth in the heading to this Agreement. Either party may designate, by notice, a change of address hereunder.

### **11. SEVERABILITY**

If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

### **12. GOVERNING LAW**

This Agreement shall be construed in accordance with and governed for all purposes by the laws of India applicable to contracts executed and wholly performed within such jurisdiction.

### **13. AMENDMENTS OR WAIVER**

No amendment or waiver of this Agreement is binding unless agreed to in writing by the parties.

### **14. NO OTHER RELATIONSHIP**

The Empaneled Firm agrees that all Services will be rendered as an independent contractor and that this Agreement does not create an employer-employee relationship or business partnership between the parties.

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WHEREFORE, the Parties hereto through its duly authorized representatives have signed this Agreement on the day, month and year mentioned hereinbefore.

Signed

.....

.....

On behalf of the Empaneled Firm

On behalf of the BIRAC

Date.....

Date.....

**Chapter- 7 – Other Standard Forms**

**1. Format for Covering Letter:**

**Appendix - II**

ON LETTERHEAD OF ADVERTISING AND PUBLICITY AGENCY

EOI Reference Number: BIRAC/HR&A/007/2017/Enq.017

To

**Head (Admin. & HR), BIRAC,  
1st Floor , MTNL Building,  
9, CGO Complex, Lodhi Road,  
New Delhi-110003**

**Sub: EOI for Empanelment of Advertising & Publicity Agencies**

Dear Sir/ Madam,

Having reviewed and fully understood all of the requirements of the Bid Document and information provided, the undersigned hereby bids for the assignment referred above. The validity of this EOI is confirmed for 90 days from the due date or the extended due date (if applicable).

Bid containing the details as per the requirements is enclosed herein for your evaluation.

It is hereby declared that \_\_\_\_\_ (name of firm) was not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Govt. or other agency.

\_\_\_\_\_ (name of firm) also declare that there is under no contractual restrictions or legal disqualifications or other obligations which will prohibit from entering into this bid/tender and each and every one of the statement and particulars herein contained are correct.

.....

Authorized Signatory

Name:

Designation:

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### **2. Format for Essential eligibility and Technical Capacity:**

**Appendix - III**

#### ON LETTERHEAD OF ADVERTISING AND PUBLICITY AGENCIES

<b>A. Essential eligibility</b>					
<b>1. Summary and Contact Information:</b>					
Name of Proponent Organization					
Name of Contact Person for this Proposal					
Address					
Phone					
Email Contact					
<b>2. Eligibility Criteria</b>					
S.no	Particulars	Status		Supporting document	
		<i>Yes</i>	<i>No</i>	<i>Yes</i>	<i>No</i>
1.	Bidder Firms/Entity is a legal entity registered in India.				
2.	Bidder Firms/Entity have valid INS accreditation.				
3.	Bidder Firms/Entity have Full-fledged office set up in Delhi/NCR with state-of-art infrastructure				
4.	Bidder Firms/Entity possess minimum 5 years' experience in advertising and publicity.				
5.	Bidder Firms/Entity have been on the panel of at least 01 or more government department/PSU during the Financial year 2016-17 or any previous year				
6.	Bidder Firms/Entity have the requisite In-house Proficiency, translation and proof reading facilities in Hindi & English				
7.	Bidder Firms/Entity have minimum annual turnover of Rs. Two (02) crores during last three years each with documentary proof for years 2014-15, 2015-16 & 2016-17 certified by the Statutory Auditor of the Company or CA along with Membership Number & Firm Registration Number is compulsory				
8.	Bidder firm/Entity agrees that the rates for publication in newspapers, periodicals & publications will be as per DAVP rates wherever applicable				
9.	Bidder firm/Entity should not have been blacklisted by any Central /State Government / Public Sector Undertaking, Govt. of India				
10.	Bidder firm/ Entity should not be involved in				

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	any major litigation that may have an impact of affecting or compromising the delivery of services as required under this Request for Empanelment and in the execution of agreement				
<b>3. Technical Capacity</b>					
<b>a. Areas in which Consultancy firm/entity has expertise:</b>					
<b>Sl. No.</b>	<b>Area (s)</b>	<b>Specific Details</b>			
<b>b. Organizational Profile:</b> Please provide a brief description of the organization. Please include the following information: (1) Mandate, Mission or Vision statement. (2) Organization Structure (3) Membership / Awards					
<b>c. Details of Past and Ongoing Assignments (Experience Statement)</b> Provide details of past 5 years. Enclose relevant document where ever applicable					
<b>d. In house Manpower Structure &amp; Professional Competence of the team members</b> Please provide a description of the In-house Manpower capacity of the organization including the Personnel and their corresponding area of specialization (CV of the team members)					
<b>e. Presence on the panel of Government Enterprises/PSUs and details of tasks undertaken.</b>					
<b>f. Details of Organizational/ Firms Policies on data protection, confidentiality &amp; Conflict of Interest</b>					



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<b>g. Financial Status of the Organization:</b> The financial capacity and capability of the organization including gross income, audited statement of accounts, IT return for the last three years
<b>h. Additional Information for Consideration:</b> Information if any on related aspects such as organizational reference etc.
<b>4. Enclosures</b> <ul style="list-style-type: none"><li>a. Certificate of INS accreditation.</li><li>b. Copy of Constitution of Firm//Entity or other Establishment document, like certificate of Incorporation in case of Company, Partnership deed or Any other Registration certificate of Legal entity.</li><li>c. CVs of key management staff of the organization</li><li>d. Account details Certified by Auditor with Membership Number of CA along with Firms Registration Number.</li><li>e. Others- Please specify</li></ul>

**Note:**

1. *Bid not submitted in the specified format may be rejected.*
2. *Submit only hard copy of the bid in sealed envelope to “BIRAC at 1st Floor, MTNL Building, 9, CGO Complex, Lodhi Road, New Delhi-110003” with caption as “EOL for Empanelment – Advertising & Publicity Agencies” on the envelope.*
3. *Visit [www.birac.nic.in](http://www.birac.nic.in) for more information.*

Name of Authorized Officer to Submit Bid: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

\_\_\_\_\_

Signature with Seal

\_\_\_\_\_

Date

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- In case of a Company certified true copy of a Board Resolution Authorizing such a person to submit Bid and in case of any other Legal Entity Letter of Authority from Managing Partner or Sole Proprietor on Letter Head must be provided.

**3. Format for Power of Attorney:**

**Appendix - IV**

Notarized

**Power of Attorney**

**Instructions:**

The Power of Attorney is to be executed on a non-judicial stamp paper of Rs.100/-. Each page of the Power of Attorney is to be signed and wherever the blanks are filled in initiated by the Principal (applicant executing the POA). The POA should be signed by the Attorney on the last page. It is mandatory that the Power of Attorney should be notarized by a Notary Public. Wherever required, the Applicant should submit for verification the extract of the documents such as a Board resolution/ Power of Attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

**Format:**

S.no	Specifications	Details
1.	Nature of the Document:	Power of Attorney
2.	Date of Execution	
3.	Place of execution	
4.	Name of the Principal	
	Address	
5.	Name of the Attorney	
	Age:	
	Father/Husband Name	
	Address	

**PURPOSE AND SCOPE OF THE AUTHORITY;**

KNOW ALL MEN BY THESE PRESENTS THAT “the Principal” DO HEREBY NOMINATE APPOINT AND CONSTITUTE “the Attorney” who is presently employed with the Principal and holding the position of ....., and who has subscribed his/her signature hereunder in token of identification to be my lawful Attorney in my name and on my behalf to do any one or all of the following acts, deeds, matters, and things in connection with or incidental to submission of our bid for Biotechnology Industry Research Assistance Council (BIRAC), namely:

- i. To apply with proposals or revises thereof for purpose of responding to the invitation for empanelment by BIRAC.
- ii. To file necessary applications, indemnities, declarations, documents and papers,

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participate in Applicants' and other conferences or give any statement, letter, clarification or any other writing required or necessary for as per procedure.

- iii. To accept terms and conditions relating to the Facilities and sign such writings /letters / papers / documents in token of my acceptance of the terms and conditions therein contained
- iv. To generally deal with BIRAC in all matters in connection with or arising out of our bid for the said Assignment and/or upon award thereof to us and/or till receipt of work order from BIRAC.
- v. To act and perform in said fiduciary capacity consistent with the Principal's best interests including such incidental acts as are reasonably required to carry out and perform the specific authorities granted herein by this POA which becomes effective upon execution.

AND it is agreed all lawful acts, deeds, matters, and things done by the Attorney pursuant to the powers hereinbefore mentioned is ratified by the Principal.

In Witness Whereof, I \_\_\_\_\_ holding the position of ..... in .....(name of the firm) have hereunto set and subscribed my hands at \_\_\_\_\_ on \_\_\_\_\_.

Signature of the Principal

Before the Witnesses:

- 1.
- 2.

I ACCEPT

Specimen signature of \_\_\_\_\_, the Attorney of the Bidder.