

Notice Inviting Tender
for
Hiring Agency for providing
Cab Services
at
Biotechnology Industry
Research Assistance Council
(BIRAC)



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Biotechnology Industry Research Assistance Council
(A Government of India Enterprise)

NOTICE INVITING TENDER

for

Hiring Agency providing Cab Services

1.0 Letter of Invitation

Biotechnology Industry Research Assistant Council (BIRAC), New Delhi invites sealed BIDS from experienced Bidders for Hiring Agency providing Cab Services at BIRAC Office, New Delhi.

The salient features of the tender are:

Tender No:	BIRAC/HR&A/007/2018/ENQ - 024
Brief Description:	Hiring Agency providing Cab Services at BIRAC Office
Category:	Services
Approximate Quantity:	Need Based
Contract Period in case of Services:	03 Years extendable upto 02 years
Tender Originating Location :	BIRAC Office, New Delhi
Type of tender:	Open Tender under two-bid system
Cost of tender document(IN INR):	NA
Earnest money Deposit :	Rs.94,000/- (Rupees Ninety Four Thousand Only)
Performance Bank Guarantee (IN INR):	7.5% of the Annualized Contract Value
Issue / Sale of Tender document:	Downloadable from BIRAC Website & Central Public Procurement Portal
Tender Document selling offices: - Other:	NA
Last Date of receipt of queries for Pre-bid Conference:	NA
Pre-bid Conference, Date & Venue:	NA
Date of Publication of Tender	09 th October, 2018
Last Date & Time for Submission of BID/ Closing of Tender	29 th October, 2018 by 12 Noon
Opening of tender:	29 th October, 2018 at 1400 hrs
Place of submission of tender:	BIRAC Office, New Delhi
Place of Opening of tender:	BIRAC Office, New Delhi
Estimated Annual Cost of Contract:	Rs.47 Lac (Per Annum) approx.
Job completion time:	Period of Contract

Site Location:	BIRAC Office, New Delhi
Pre-Qualification criteria:	As per Clause – 7.0
Bid Validity	60 days from the Bid Closing Date

Prospective bidders should download the Complete Tender Documents from BIRAC's web site www.birac.nic.in and CPPP. Addendum/ Corrigendum, if any, to the tender documents shall be uploaded on website only. Hence, bidders may visit the same regularly till the bid submission date.

Eligible bidders are invited to send their bids in sealed envelopes in the prescribed format as indicated in the Tender document.

Thanking you,
Yours faithfully,

Head – HR & Admin
For BIRAC

Disclaimer: This BID 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 BID is to provide interested parties with information that may be useful to them in the formulation of their Applications pursuant to this BID. This BID includes statements, which reflect various assumptions and assessments arrived at in relation to the Bid 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 BID.

1st Floor, MTNL Building, 9, CGO Complex, Lodhi Road, New Delhi - 110003, India
Phone: +91-11-24389600 Fax: +91-11-24389611 Website: www.birac.nic.in E-mail: birac.dbt@nic.in
CIN No. : U73100DL2012NPL233152

2.0 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.

3.0 Objective

Biotechnology Industry Research Assistance Council (BIRAC), 1st Floor, MTNL Building, 9 CGO Complex invites bids from bidders who have experience in providing Cab Services.

4.0 Scope of Work & Technical Specifications

4.1 Definitions

- 4.1.1 **"In Charge (Logistics)"** means the Head of Administration at BIRAC by whatever designation that may be assigned to him/her.
- 4.1.2 **"Authorized Officer"** means an officer of BIRAC belonging to Logistics Services or any other officer with whom the vehicle(s) is/are deployed for work.
- 4.1.3 **"Month"** means any Calendar month.
- 4.1.4 **"Day"** means a day starting from 00.00 hrs. to 24.00 hrs.
- 4.1.5 **"Hour"** means an hour of 60 minutes. For the purpose of charges, fraction of an hour up to 30 minutes will not be taken into account and more than 30 minutes will be treated as full one hour.
- 4.1.6 **"Reporting Place"** means BIRAC Office NEW DELHI where the vehicles shall generally report for duty or shall be released after completion of duty unless specified otherwise. Reporting place may be changed at any time during the currency of the contract.
- 4.1.7 **"Work Site"** means the location of operations of BIRAC Office, NEW DELHI or any other work centre / station of BIRAC, NEW DELHI.
- 4.1.8 **"Duty Hours"** means the duty hours of vehicle specified by BIRAC.
- 4.1.9 **"Route"** means the shortest possible approachable road between the two points or otherwise as prescribed by BIRAC.
- 4.1.10 **"Driver"** means the paid employee(s) of the contractor engaged by him for driving the Light vehicle and in possession of valid driving license as per the statutory requirements of Motor Cab Rules and Laws applicable from time to time.

- 4.2 For its activities, BIRAC intends to hire an agency providing Cabs on need and call basis for Executives, VIP's, dignitaries or any other personnel authorized by BIRAC. The services shall be utilized (but not limited to) for short-term temporary requirements like airport duties, railway station duties, local/outstation city duties, field duties and also for occasional requirements during various meets, seminars, symposiums, workshops etc.

- 4.3** Generally these duties shall be for the NEW DELHI city or NCR region. However, visiting dignitaries / executives may move out of NCR if need arises.
- 4.4** The services for each category are required purely on need & call basis requirements of BIRAC Office, NEW DELHI; as such their accurate forecast cannot be made in advance. Actual volume of work may vary and depends on operational requirements of BIRAC from time to time. If required, one or two vehicles may be engaged on regular basis.
- 4.5** The contract shall be valid for a period of Three years from the date of Commencement of services. The contract period is extendable by another two years on mutually agreed terms & conditions.

4.6 Operational conditions

- 4.6.1 Under normal circumstances, the requirement shall be conveyed to the contractor not less than 3 hours from the time of requirement. BIRAC shall make all efforts to plan the requirements in advance and give due notice time to the Contractor for arranging the services. However, there shall be occasions when urgent unforeseen requirements might emerge for which BIRAC shall give a short notice. The contractor under such circumstances shall be bound to provide the vehicles for the service requirements of BIRAC.
- 4.6.2 After the receipt of requisition from BIRAC (either written or telephonic), contractor shall arrange for required vehicle and the same shall report for duty at BIRAC, NEW DELHI Office, or at other specified place, well within the time specified by authorized officer of BIRAC. The delay in reporting beyond 30 minutes from the specified time shall attract Liquidated damages (LD) as per provisions of the contract.
- 4.6.3 The vehicle provided under the contract must conform to the prescribed technical specification and manned by a competent driver. If it is found that the offered vehicle is not in good condition or does not meet the required technical specifications, then BIRAC may refuse to accept such vehicles on its duties. The decision with regard to acceptance or rejection of vehicle offered by the Contractor shall remain with in charge Logistics, BIRAC and his/her decision shall be final and binding.
- 4.6.4 Contractor shall arrange to provide a separate duty-sheet / log-sheet (as per BIRAC's prescribed format) for each vehicle for recording the duties performed during the day. It shall be the duty of the Contractor / his driver to ensure that the duty sheet is properly filled-in and signed by the user. Any tampering of the log-sheet details, by the contractor or his person shall result in no payment for that vehicle for that day / hours. Besides penalty as prescribed under LD shall be imposed.

- 4.6.5 The milometer of the vehicle must always be in working condition. In case, any defect gets developed or is noticed and pointed out by authorized officer, then the KM run, as certified by authorized officer shall be considered final and taken into account.
- 4.6.6 Contractor shall ensure that while the vehicle reports for the day's duty, its fuel tank must be filled up sufficiently for smooth services during the day. If the vehicle is provided for 4hrs/8 hrs/12 hrs to BIRAC, as the case may be, a suitable tea-break / meal break of reasonable duration shall be allowed to the driver, considering the operational requirement of the vehicle.
- 4.6.7 Contractor shall depute his authorized representative at specified time at BIRAC office / at any other designated place, in case so required, for receiving operational instructions and to ensure proper job co-ordination for any specific event/meeting.
- 4.6.8 Any deficiency in service requirements stated in the contract shall attract penalty as per Liquidated damages clause.
- 4.6.9 It shall be the responsibility of the Contractor to arrange safe and secured parking for his vehicles. During duties and subsequent release, the vehicles shall be parked by the contractor at a designated place / near to BIRAC's reporting place at his risk & cost.
- 4.6.10 No charges "from garage to reporting place"& "vice a versa" shall be admissible neither in distance nor in time for payment if the vehicle is reporting at BIRAC office
- 4.6.11 Contractor shall ensure professional competence, verification of character (through police station), antecedents of his employees / crew members deployed on vehicles under the contract.
- 4.6.12 Contractor shall ensure that the drivers employed are well behaved, reasonably educated, having communication skill in Hindi/English, conversant with traffic rules/regulations and city roads/routes as well as security instructions. Contractor shall have to withdraw such persons who are found to be misbehaving under the influence of intoxicant or whose services are considered detrimental to BIRAC's interests, failing which vehicle shall not be accepted on duty. It will not be binding on BIRAC to justify the reasons for advising such withdrawal of Contractor's persons. It may also result into blacklisting of such personnel.

- 4.6.13 Contractor shall ensure that his personnel refrain from smoking or carrying any inflammable substance during duty and abide by all the safety rules and applicable codes without exception.
- 4.6.14 In case the deployed vehicle develops some defects / breakdowns, and then contractor shall urgently arrange to provide a replacement vehicle of similar specification and at the required location.
- 4.6.15 The contractor shall be responsible for arranging fuel /oil and lubricants for the Cabs provided on hire as and when required. Any work related to operation of the Cab(s) i.e. repair, maintenance, payment of taxes to Central/State Government, municipalities, vehicle insurance coverage, pollution control and RTO / ARTO formalities shall be the responsibility of the contractor and the rates include all such statutory payments/formalities
- 4.6.16 The contractor shall ensure that no unauthorized man or material is lifted in the Cabs deputed for BIRAC's duty. Violation of the same will attract penalty as prescribed under L.D.
- 4.6.17 BIRAC shall not be responsible for safety / security with relation to contractor's Cab/ his employees or his any other property.
- 4.6.18 Contractor shall comply with the provisions of all laws, rules and regulations and notifications whether central or state or local, as applicable to him or to his contract from time to time, at his cost.

4.7 Accident / Damages / Claims / Liabilities

BIRAC shall be completely free from any liability whatsoever, in the event of an accident while the vehicle is engaged under contract. Contractor will be fully and exclusively responsible for any damage to his vehicle / property, death / bodily injury to his personnel or any other person in his employment, or un-authorized persons traveling in the vehicle, including any third party claim. The contractor shall indemnify BIRAC against any such claim / compensation.

4.8 Rates

Besides agreed hire-charges, following additional charges / reimbursements shall be payable and regulated as under for each vehicle;

A	Out-station charges	As quoted by the bidder in the Price Bid	For vehicle retained overnight (between 23.00 hrs to 06:00 hrs), within / outside jurisdiction of BIRAC NEW DELHI.
B	Parking charges	As per actual (on production of original receipt)	Receipt should have the Date & Registration no. of the vehicle.
D	Toll (Road or Bridge) / Entry charges	As per actual (on production of original receipt)	Payment at Toll check-post is responsibility of the Contractor / his driver, which shall be reimbursed subsequently by BIRAC. Receipt should have the Date & Registration no. of the vehicle.
E	Temporary Inter-state Permit Fee / taxes	As per actual (On production of original receipt with Registration No. & Date).	For vehicles sent on duty to other states i.e., outside NCR.

4.9 Technical Specifications & other requirements:

Job no.	Make / Model	Type
A – 1	Sedan such as Tata Zest/Maruti Swift Dzire / Hyundai Xcent or equivalent class.	Non AC / AC
A – 2	Comfort Sedan such as Honda City/ Maruti Ciaz or equivalent class.	AC
A – 3	SUVs/MUVs such as Toyota Innova/ Mahindra XUV or equivalent class.	AC
A-4	Luxury such as Mercedes/BMW/Corolla/Audi (A4) AC or equivalent class.	AC

- I. The vintage of vehicles offered for services should preferably be under **five years** during the currency of contract and at the time of placement of vehicles initially against fresh contract.
- II. Upgraded versions of above mentioned make / models introduced by the manufacture in due course shall also be acceptable at the same rates.
- III. Bidder shall be responsible to provide any specific Make / Model of vehicle from above job-categories, as per particular requirement of BIRAC.
- IV. The vehicles offered for duties should have properly cleaned & odourless interiors and should be have neat seat covers.

- V. The Bidder should depute one contact person for BIRAC's cab requirements and overall activity.
- VI. The vehicle hired under the contract should be manned by an experienced and competent driver(s), as per prevailing RTO requirements.
- VII. The driver must have a mobile phone available with him for smooth co-ordination and service-execution and the same should always be in working condition. In case, the driver reports for the duty without such prescribed mobile phone, **then a penalty as mentioned under Liquidity damages shall be imposed.**
- VIII. The drivers performing these duties must always be in proper uniform and should always wear shoes.
- IX. All essential documents such as; valid certificates relating to registration, road-tax, insurance, fitness, permit, PUC etc. (Whatever applicable) should always be available with the vehicle.
- X. The vehicle on BIRAC duties shall be equipped with good condition spare wheel and required tools such as jack, spanner etc. for attending any unforeseen service impediment like tyre getting puncture /damaged etc.
- XI. The vehicle on BIRAC duties shall be equipped with GPS and First Aid Kit with adequate medicines and fire extinguisher to comply with safety and security norms.
- XII. The vehicles should contain at least two sealed water bottles, tissue box etc.
- XIII. The driver should ensure to get the meter reading checked by the customer while pickup & drop. The duty slips should be properly filled & signed before release.
- XIV. Any vehicle requirement apart from the Scope of Work / Vehicles mentioned above will have to be supplied on need basis by the agency/firm selected by virtue of result of this tender at competitive price.

5.0 Instruction to Bidders

- 5.1 The bidders are expected to examine all the instructions in the Bid Document. Failure to furnish all information required by the Bid Document or submission of a Bid not substantially responsive to the Bid Document to the satisfaction of the BIRAC in every respect will be at Bidder's risk and responsibility and may result in the rejection of its Bids.

5.2 Language of Bid

The bid prepared by the bidder and all correspondence and documents exchanged between the bidder and BIRAC relating to the Bid submitted shall be in English language. However, printed literature furnished by the bidder may be in any other language so long as it is accompanied by an English translation of all its contents. In such a case for the purposes of the interpretation of bid, English translation shall prevail.

5.3 Signing the Bid

The bid shall be signed by the bidder or a person duly authorized to bind the bidder to the contract. The authorization shall be indicated by written letter of

authorization/ board resolution / agency agreement etc. accompanying the bid. The person or persons signing the bid documents shall initial all pages of the bid, except for un- amended printed literature.

5.4 Cost of Bidding

The bidder shall be solely liable to bear all costs and expenses associated with the preparation and submission of its bid, and BIRAC will in no case be held responsible or liable for payment of any costs associated with the preparation or submission of the said bids irrespective of the outcome of the bidding process as also in case the entire bidding process or part thereof is nullified/ cancelled due to any reason whatsoever.

5.5 Validity of Bids

- i) Bids shall remain valid for 60 days after the bid closing date. A bid valid for a shorter period will be considered as non-responsive and be liable to be rejected by the BIRAC.
- ii) In exceptional circumstances, BIRAC may solicit the bidder's consent to an extension of the period of validity.

5.6 Submission details

Bids are to be submitted in sealed covers.

- i) Authorization letter (Annexure II)
- ii) EMD in form of Demand Draft (DD)
- iii) The first inner sealed cover should contain all the documents pertaining to **Pre-Qualification Criteria (PQC)** as prescribed and will clearly be super scribed with "**PQC**" along with enquiry number. This cover should include **Covering letter and PQC (format enclosed as Annexure-IV)** with all stamped and signed supporting documents.
- iv) The second sealed inner cover will contain only the price bid duly filled in, stamped and signed and will be clearly super scribed with "Price Bid" along with enquiry number. **The format for Price Bid is enclosed as Annexure-I.**
- v) These two covers shall be put into outer cover and sealed. The outer cover should super scribed with **Enquiry number, Subject and Date of closing** prominently underlined, along with the address of this office.
- vi) Only one bid should be included in one cover.
- vii) The right to ignore any offer which fails to comply with the above instructions is reserved with BIRAC.
- viii) Transfer of Bid Document – Non Transferable
- ix) Price bids, which remain unopened with BIRAC, will not be returned to the concerned bidders.
- x) Any change in the price after opening of the bids will not be considered.
- xi) Late bids - Bidders are advised in their own interest to ensure that bid reaches the specified office well before the closing date and time of the bid. BIRAC will not be responsible for the loss of the bid or delay in postal

transit. Any bid received after dead line for submission of bid, will be rejected and returned unopened.

- xii) The cost for preparing the BID including visits by the bidder to BIRAC Office is not reimbursable.
- xiii) Exemptions referred to EMD should be clearly declared by the bidder.

5.7 Address of Submission/communication

The sealed envelope should be addressed to :

Head- HR & Administration
Biotechnology Industry Research Assistance Council (BIRAC)
1st Floor, MTNL Building, 9 CGO Complex,
Lodhi Road
New Delhi – 110003 (INDIA)

5.8 Amendments and Addendum of BID Document

- i) At any time prior to the deadline for submission of bids, BIRAC may at its own discretion and for any reason whatsoever whether at its own initiative or in response to a clarification requested by a bidder modify the Bid Documents by notifying any such amendment as may be drafted / incorporated to the original bid documents.
- ii) The amendment and addendum, if any will be notified by BIRAC or published on the BIRAC website (www.birac.nic.in) before the last date of submission.
- iii) In order to allow the bidders reasonable time to take the amendment into account in preparing their bids, the BIRAC may at its discretion, extend the deadline for the submission of Bids and any such extension will be notified by BIRAC.

5.9 Special Considerations For MSME

If the bidding entity is registered under (i) Micro & Small Enterprises at District Industry centre or Khadi and Village Industry Board or Coir Board or National Small Industry Corporation or Directorate of Handicrafts and Handlooms or any other body specified under “Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012” & (ii) Start-Ups registered under DIPP (as per G.S.R. 501(E)) it will be exempted from the prior experience & financial criteria.

The participating Bidders who qualify any of the above aspect shall be allowed L1+15% margin of purchase preference in the Price Bid for the purpose of evaluation. After giving such margin, if more than one Bidder stands on equal Price Quote, then the Bidder having more relevant experience can be considered for award of contract.

5.10 Conflict of Interest

The bidder shall not receive any remuneration in connection with the assignment except as will be provided in the governing contract.

5.11 Warranty of the firm

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

5.12 Bid Rejection Criteria (BRC)

BIRAC reserves the right to reject any bid if:

- It is not given in the prescribed format
- If EMD is not submitted along with the bid.
- The bid has not been indexed or properly paginated.
- Not properly stamped and signed as per requirements.
- Received after the expiry of due date and time.
- All relevant supporting documents are not furnished with the PQC.
- Supporting documents to substantiate the statements of the bidder wherever necessary have not been submitted.
- Declaration/undertaking/information related to employees, financials etc. have not been provided on the Letter Head of the Bidder, duly signed and stamped.
- At any time, a material misrepresentation is made or uncovered
- The agency/ firm/entity does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the bid.
- If any item in the price bid is left blank.

5.13 Disclaimer

- BIRAC shall not be responsible for any late receipt of bid for any reasons whatsoever.
- BIRAC reserves the right to reject all bids without assigning any reasons thereof.
- To relax or waive any of the conditions stipulated in this document as deemed necessary in the best interest of the BIRAC without assigning any reasons thereof.

5.14 Governing Terms and Conditions

- i) The effective date of the engagement will be in accordance with the commencement of services.
- ii) The initial duration of the Contract shall be three (03) Years extendable by another two (2) year on mutually agreed terms and conditions.
- iii) The Bidder shall be liable to indemnify BIRAC in all respects and meet and pay off the litigation expenses and all the liabilities including damages, sums etc. arising as a consequence of negligence, deficiencies, mistakes, lapses, delays etc. in the execution of the work and the services provided.

iv) **Letter of Award (LOA):** On acceptance of Bid for awarding the contract, BIRAC will issue a Letter of Award “LOA” to the successful bidder in writing. Such successful bidder will need to sign a “Service and Confidentiality Agreement” (enclosed as Annexure IV). 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 engagement of the bidder shall be governed by the terms and conditions of the “Service and Confidentiality Agreement”.

v) **EARNEST MONEY DEPOSIT (EMD)**

Submission of EMD : The Earnest Money of Rs.94,000/- (Rupees Ninety Thousand Only) in the form of a Demand Draft, payable at New Delhi from any commercial bank in favour of “Biotechnology Industry Research Assistance Council” (BIRAC) has to be submitted along with Tender document. If the bid is received without EMD, it would not be considered and would be summarily rejected.

- The bidders who are registered with Central Purchase Organisation (e.g. DGS&D), MSME, NSIC or the concerned Ministry/Department are not required to submit EMD.
- **Forfeiture of EMD** : of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the specified period of validity of tender. Further, if the bidder fails to furnish the required performance security within the specified period, its EMD will be forfeited.
- **Refund of EMD** : The said Earnest Money Deposit will not bear any interest and the earnest money of unsuccessful Bidder would be returned without any interest after execution of Service & Confidentiality Agreement with the successful bidder.
- **Adjustment of EMD** : The earnest money deposited along with the bid documents for the present tender shall be in respect of the present tender document only and the contract to be hereby awarded only. No Bidder shall be entitled to request or claim for transferring and appropriating any previously deposited amount or performance security amount or for adjusting any outstanding bill amount with the earnest money payable with the bid documents.

vi) **PERFORMANCE BANK GUARANTEE**

- The contractor shall furnish a Performance Bank Guarantee drawn on

bank/branch in India for 7.5% of the estimated Annualized Contract value, within 21 days of the date of signing of Service and Confidentially Agreement **(Format attached at Annexure - X)**. The proceeds of the Performance Bank Guarantee shall be payable to BIRAC as compensation for Contractor's failure to perform and complete its obligations under the contract.

- BIRAC has the right to invoke the Performance Bank Guarantee in case the contractor fails to complete any/all obligations under the contract to the satisfaction of BIRAC.
- The Performance Bank Guarantee (PBG) shall be valid till the completion of 90 days beyond the duration of the contract.
- The PBG will be duly discharged by BIRAC after successful completion of Contractor's obligations under the contract, including completion of any/ all obligations under the contract to the satisfaction of the BIRAC and/or person/agency appointed by it for the said purpose.
- The Performance Bank Guarantee will not be necessary for bids from Central Govt./OEM's/Authorized Distributers of OEM's and firms registered with NSIC/Directorate of Industries and MSME's and SME's. However, the firms registered with NSIC/Directorate of Industries have to submit evidence that they have a current and valid registration for the items(s) they intend to bid for including the prescribed monetary limit.

vii) PAYMENT AND BILLING

1. Contractor shall submit the bills on approved Performa to In-charge Logistics/Administration on monthly basis for the services provided under the contract. The bills should be submitted by the 25th day of every month. This shall be scrutinized and checked before passing the bills for payment. The payments for all undisputed bills shall be made by BIRAC after scrutiny of the bills normally within 10 working days from the date of submission of original bills and related supporting documents.
2. Income Tax as per statutory provision shall be deducted from the bills and remitted to Income Tax authorities by Accounts Department of BIRAC. A TDS certificate shall be issued by BIRAC to the Contractor for such deductions.
3. BIRAC shall make timely payments through Electronic Payment Mechanism (viz NEFT/ RTGS /ECS). Bank details have to be provided by the Contractor.
4. BIRAC shall not be liable for any consequences, whatsoever, in case there is a delay in making payments for any reasons resting with contractor.

Further, no interest shall be paid on such delayed payments.

5. **With holding / Recovery from payment:** BIRAC reserves the right to recover from the bills of the Contractor the amount due to BIRAC against any losses and damages including Liquidated Damages or as a result of any claims / compensation or due to any statutory imposition etc. without any notice. BIRAC also reserves the right to withhold any payment to safeguard the interest of BIRAC against any dues for which the decision of the company shall be final. In case of any legal disputes, withheld payments shall not be released till the dispute is settled. No interest shall be payable in case of such withheld amounts.

viii) Jurisdictions

All the disputes or difference regarding the bid/contract shall be governed by the jurisdiction of the courts situated at New Delhi.

ix) LIQUIDATED DAMAGES (LD)

BIRAC reserves the right to impose penalties as given hereunder:

Sl. No.	Causes of Penalties	Amount (Rs.)
1.	Failure to provide the vehicle as per the requisition by BIRAC	Rs.1000/- per day
2.	Complaints pertaining to poor quality of service such as delayed arrival at the designated stop/place.	Rs. 100/- per hr. or part thereof
3.	Older model (other than prescribed model)	10% reduction in quoted rate for each day of default.
4.	Complaints pertaining to poor quality of vehicles(both interior & exterior)	Rs 200/-
5.	Misbehaviour by staff with the users.	Blacklisting of such Contractor's personnel
6.	Failure of driver to carry the mobile phone	Rs 100/- per day
7.	Any lapse noticed during operation of the present Agreement other than listed in clause of penalties	Rs 200/- per incident.
8.	In case any unauthorized man/material is found in the cab	Rs. 1000/- per incident.
9.	Any tampering of the log-sheet details, by the contractor or his person	Rs. 100/- per log sheet

6.0 Evaluation Methodology

6.1 Opening of Bids by BIRAC: BIRAC will open the Bids on the stipulated date and time as given in the schedule. Authorised representative of the bidder is requested to attend the bid opening process.

6.2 Pre-Qualification Criteria (PQC) (Annexure - IV)

Those bids which satisfy the **PQC** will be considered for Technical Evaluation Criteria (TEC).

6.3 Technical evaluation criteria (TEC)

Each bidder shall be assigned scores based on the marks obtained under each parameter as given under the Technical evaluation criteria. The technical evaluation will consist of preliminary evaluation and site visit for evaluation of the fleet of vehicles having 60:40 weightage respectively. The scoring will be done cumulatively out of 100.

6.4 The highest scoring 3 bidders (H1, H2, H3) bidder shall be considered for opening of Price Bid.

6.5 The schedule date /time for opening of financial bids would be indicated later.

6.6 Price Bid (Annexure - I)

- i) The Bidder shall complete the price bid furnished in the bidding document.
- ii) Price bid quoted by the successful bidder shall be held firm during its performance of the contract.
- iii) Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. Price bid are to be strictly in accordance with bid. Conditional bid is liable to be rejected.
- iv) Duties, taxes and other levies payable as per the statute should not be included in the bid. The price bid shall be quoted exclusive of the applicable taxes.
- v) The bidders shall not indicate separate discount. Discount if any should be merged in the quoted rates.
- vi) Rate for each item shall be quoted. Even if a single column is left un-filled the Price Bid may not be considered for evaluation.
- vii) If there is any discrepancy in the unit price & total price, the unit price will prevail and the total price will be corrected accordingly.
- viii) If there is any discrepancy between words and figures the amount in words shall prevail.
- ix) **Special Considerations For MSME / Start-Ups**
If the bidding entity is registered under (i) Micro & Small Enterprises at District Industry centre or Khadi and Village Industry Board or Coir Board or National Small Industry Corporation or Directorate of Handicrafts and Handlooms or any other

body specified under “Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012” & (ii) Start-Ups registered under DIPP (as per G.S.R. 501(E)) it will be exempted from the prior experience & financial criteria.

The participating Bidders who qualify any of the above aspect shall be allowed L1+15% margin of purchase preference in the Price Bid for the purpose of evaluation. After giving such margin, if more than one Bidder stands on equal Price Quote, then the Bidder having more relevant experience can be considered for award of contract.

7.0 Pre-Qualification Criteria (PQC)

The following will be the minimum Pre-Qualification Criteria (PQC). Responses not meeting the minimum PQC will be summarily rejected and will not be evaluated further:

Sl.No.	Pre-Qualification Criteria	Supporting Documents Required
1.	The contractor shall be a legal entity, registered as a Company/LLP/Society/partnership firm/ proprietorship firm under respective acts in India.	Self-attested copy of Company Incorporation Certificate from ROC/Partnership deed etc.
2.	The contractor must be registered in India with taxation and other administrative authorities	Self-attested Copy of GST Registration or GST exemption certificate/ PAN Card
3.	The contractor must have at least 5 years of experience in the Tour and travels Business in providing vehicle/taxi in the Government/Semi Govt. / Autonomous Bodies/PSUs/Reputed organization etc	Self-attested Copy of the work orders and letter of successful completion from the client
4.	The contractor has to be profitable and should not have incurred loss in three consecutive FY (FY 2015-16, 2016-17 & 2017-18)	Certificate from the Chartered Accountant of the Organization/Audited Balance sheets for last three financial years, Income Tax return
5.	The contractor should have completed similar kind of work in any one Central Govt./State Govt./PSUs/Govt. bodies in India in preceding five years	Self-attested Copy of the work order and letter of successful completion from the client
6.	The contractor should not have been blacklisted by any Central /State Government / Public Sector Undertaking, Govt. of India.	Undertaking on the Letter Head of the Proponent duly signed & Stamped by Authorized Signatory (Annexure - V)
7.	The contractor must have an established office in Delhi/NCR within a radius of 5 kms of BIRAC office which is presently at 9, CGO Complex (MTNL Building), Lodhi Road, New Delhi 110003.	Electricity/Telephone Bill or any other supporting document stating the address duly certified by the Owner/Authorized Representative of the Company

8.	The contractor 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 Tender and in the execution of agreement.	Undertaking on Proponent's Letter Head, duly signed and stamped by the Authorized Signatory (Annexure - VI)
9.	The Contractor should not be an online cab aggregator	Undertaking on Proponent's Letter Head, duly signed and stamped by the Authorized Signatory

8.0 Technical Evaluation Criteria

Evaluation will be based on the scoring criteria given below :-

Sl. No.	Criteria	Formats	Scores (Max:100)
1.	Number of Vehicles in fleet in each category registered in the name of agency	Annexure - VII	20
2.	Vintage of each vehicle		10
3.	Number of vehicles having GPS system installed		10
4.	List of drivers employed with the agency	Annexure - VIII	10
5.	Any other accreditations or credits		10
6.	Physical Verification - A Team of designated officers will inspect the cabs and office of the bidder to check and verify the aspects mentioned in the bid document.		40

Note : Documentary Evidences are to be attached as the scoring will be done based on the submitted documents

Annexure-I

Format for Price Bid
(To be submitted on Agency's Letter Head)

PRICE BID

Sl. No.	Make	Weightage	Rates for 40 Km/4 hrs	Rates for 80 Km/8 hrs	Rates for 100 Km/ 12 hrs	Rates per additional hour	Rates Per additional Km (local & outstation duties)	Rate for Night charges (Local Duty-between 2300 hrs to 0600 hrs)
			A	B	C	D	E	F
			30%	30%	10%	5%	20%	5%
1	Sedan such as Tata Zest/Maruti Swift Dzire / Hyundai Accent or equivalent class. (A1)	50%						
2	Comfort Sedan such as Honda City/ Maruti Ciaz or equivalent class. (A2)	25%						
3	SUVs/MUVs such as Toyota Innova/ Mahindra XUV or equivalent class. (A3)	25%						

CATEGORY : LUXURY VEHICLE								
Sl. No.	Make	Weightage (Type of Vehicles)	Rates for 40 Km/ 4 hrs	Rates for 80 Km/ 8 hrs	Rates for 100 Km/ 12 hrs	Rates per additional hour	Rates Per additional Km (local & outstation duties)	Rate for Night charges (Local Duty- between 2300 hrs to 0600 hrs)
			A	B	C			
		Rates- Km/Hrs.	30%	30%	10%	5%	20%	5%
1	Luxury such as Mercedes/BMW/Corolla/Audi (A4) AC or equivalent class.(A4)							

Rate for Night halt charges for outstation duties (INR):	
-----------------------------------------------------------------	--

Note:

- Rate against each item shall be quoted in all sections of the Price Bid Format.
- In case if a single section is left un-filled the Price Bid may not be considered for evaluation.
- The Agencies will not indicate separate discount, discount if any should be merged in the quoted rates.
- If there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- Duties, taxes and other levies payable as per the statute should not be included in the bid. The price bid shall be quoted exclusive of the applicable taxes.
- For the purpose of evaluation the weightages given against each category will be considered for determining the L1.
- Special consideration will be given to MSMEs and Start-ups as per clause 5.9 indicated above.
- After giving special consideration, if more than one agency stand on equal Price Quote, then the agency having more relevant experience will be considered for award of contract.
- The rate for night halt charges for outstation duties and luxury category vehicles will not be taken for evaluation purpose, however, the agency should quote the rates for both.

Formula for Evaluation:

ILLUSTRATION								
Sl.No.	Make	Weightage	Rates for 40 Kms/ 4 hrs	Rates for 80 Kms/ 8 hrs	Rates for 100 Kms/ 12 hrs	Rates per additional hour	Rates Per additional Kms (local & outstation duties) E	Rate for Night charges (Local Duty- between 2300 hrs to 0600 hrs) F
			A	B	C	D	E	F
			30%	30%	10%	5%	20%	5%
1	Sedan such as Tata Zest/Maruti Swift Dzire / Hyundai Accent or equivalent class. (A1)	50%	75	125	175	10	6	100
2	Comfort Sedan such as Honda City/ Maruti Ciaz or equivalent class. (A2)	25%	80	150	225	12	8	125
3	SUVs/MUVs such as Toyota Innova/ Mahindra XUV or equivalent class. (A3)	25%	90	165	235	14	9	130
SUB TOTAL			24.00	42.38	20.25	0.58	1.45	5.69
GRAND TOTAL (A+B+C+D+E+F)			94					

Letter of Authorization

(To be submitted on Agency's Letter Head)

To,

The Head-HR & Administration,
Biotechnology Industry Research Assistance Council (BIRAC)
1st Floor, MTNL Building,
9 CGO Complex,
Lodhi Road, New Delhi.

Subject: Letter for Authorized Signatory

Ref. No. _____

Dear Sir / Madam,

This has reference to your above mentioned bid for Hiring of Cab Services at BIRAC.

Mr./Miss/Mrs. _____ is hereby authorized to submit the tender
& attend opening of the above Tender No. _____ on behalf of
M/s _____ (Agency Name).

The specimen signature is attested below:

Name: _____

(Specimen Signature of Representative) _____

Signature of Authorizing Authority

Name of Authorizing Authority & Designation:

Company Seal:

Note: Permission for entry to the hall where bids are to be opened may be refused in case authorization as prescribed above is not received.

Covering letter with EMD

(To be submitted on Agency's Letter Head)

To,

The Head-HR & Administration,
Biotechnology Industry Research Assistance Council (BIRAC)
1st Floor, MTNL Building,
9 CGO Complex,
Lodhi Road, New Delhi.

Subject: Submission of EMD

Ref. No. _____

Dear Sir / Madam,

This has reference to your above mentioned bid for Hiring of Cab Services at BIRAC.

Mr./Miss/Mrs. _____ hereby submit the Earnest money deposit
in the form of Demand draft bearing number _____
amounting to Rs. _____ payable at New Delhi on behalf of
our agency.

Authorized Signatory

Company Seal:

PQC Covering Letter
(To be submitted on Agency's Letter Head)

Reference Number: BIRAC/HR&A/007/2018/ENQ- 24

To,

The Head-HR & Administration,
Biotechnology Industry Research Assistance Council (BIRAC)
1st Floor, MTNL Building,
9 CGO Complex,
Lodhi Road, New Delhi.

Sub: NOTICE INVITING BID FOR HIRING OF CAB SERVICES for BIRAC, NEW DELHI

Dear Sir/Madam,

Having reviewed and fully understood all of the requirements of the Bid Document and information provided, the undersigned hereby tenders for the assignment referred above. The validity of this bid is confirmed for 60 days after the bid closing date and all the documentary evidences as per the requirement are submitted.

Sl. No.	Description	Response
1	Name of the Bidder	
2	Address	
3	Name, designation & address of the person to whom all references shall be made	
4	Telephone No. (with STD code)	
5	Mobile No. of the contact person	
6	Email ID of the contact person	

Sl.No.	Supporting Documents Required	Type of Document	Page number of the supporting document
1.	Self-attested copy of Company Incorporation Certificate from ROC/Partnership deed etc.		
2.	Self-attested Copy of GST Registration or GST exemption certificate/ PAN Card		
3.	Self-attested Copy of the work orders and letter of successful completion from the client		
4.	Certificate from the Chartered Accountant of the Organization/Audited Balance sheets for last three financial years, Income Tax return		
5.	Self-attested Copy of the work order and letter of successful completion from the client		
6.	Undertaking on the Letter Head of the Proponent duly signed & Stamped by Authorized Signatory (Annexure - V)		
7.	Electricity/Telephone Bill or any other supporting document stating the address duly certified by the Owner/Authorized Representative of the Company		
8.	Undertaking on Proponent's Letter Head, duly signed and stamped by the Authorized Signatory (Annexure - VI)		
9.	Undertaking on Proponent's Letter Head, duly signed and stamped by the Authorized Signatory		

I/we hereby declare that my/our Bid is made in good faith and the information contained is true and correct to the best of my/our knowledge and belief.

Thanking you,
Yours faithfully,

(Signature of the Authorised signatory)

Name: _____

Designation : _____

Seal : _____

Date : _____

Place : _____

UNDERTAKING WITH REGARD TO BLACKLISTING

(To be submitted on Agency's Letter Head)

To,

The Head-HR & Administration,
Biotechnology Industry Research Assistance Council (BIRAC)
1st Floor, MTNL Building,
9 CGO Complex,
Lodhi Road, New Delhi.

Subject: Undertaking regarding Blacklisting / Non-Debarment

It is hereby confirmed and declared that M/s _____ is not blacklisted/debarred by any Government Department/Public Sector Undertaking/Private Sector/or any other agency for which works/assignments/services have been executed / undertaken.

(Signature of the Authorised signatory)

Name: _____

Designation: _____

Seal: _____

Date: _____

Place: _____

UNDERTAKING WITH REGARD to NON-LITIGATION

(To be submitted on Agency's Letter Head)

To,

The Head-HR & Administration,
Biotechnology Industry Research Assistance Council (BIRAC)
1st Floor, MTNL Building,
9 CGO Complex,
Lodhi Road, New Delhi.

Subject: Undertaking regarding Litigation

It is hereby confirmed and declared that M/s -----, does not have any litigation / arbitration history with any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which works/assignments/services have been executed / undertaken.

(Signature of the Authorised signatory)

Name: _____

Designation: _____

Seal: _____

Date: _____

Place: _____

Annexure -VII

List of Existing Vehicle owned by the Agency
(To be submitted on Agency's Letter Head)

Vehicle Category	Number of Vehicle in each category	Make & Year	Registration Number/s	GPS Installed (Yes/No)
A1				
A2				
A3				
A4				

(Signature of the Authorised signatory)

Name: _____

Designation : _____

Seal : _____

Date : _____

Place : _____

Annexure -VIII

List of Drivers employed with agency
(To be submitted on Agency's Letter Head)

Sl.No.	Name of the Driver	Date of Appointment

(Signature of the Authorised signatory)

Name: _____

Designation : _____

Seal : _____

Date : _____

Place : _____

SERVICE AND CONFIDENTIALITY AGREEMENT

This Agreement is made on this _____ day of _____, 2018 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 “Agency” (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. EFFECT OF CONTRACT

- i. The Contract shall be effective for an initial period of 3 (Three) years from the date of signing of agreement with a provision of extension of two years on mutually agreed terms and conditions.
- ii. This Contract does not constitute and will not be deemed to constitute and exclusive commitment/ arrangement between BIRAC and the Agency.
- iii. BIRAC will not retain any control for direct supervision of the contracted services and execution of this Contract does not create any liability, explicit or implicit, on BIRAC in respect of the manpower engaged.
- iv. This Contract may be executed in two or more counterparts, each of which shall

- constitute an original and all of which shall be deemed a single Contract.
- v. The rights and remedies herein provided are cumulative with, and not exclusive of, any rights or remedies provided by law.

3. RESPONSIBILITIES OF THE AGENCY

- i. Discharge the duties, responsibilities and execute activities in furtherance of the Scope of Work as given in the Scope of work.
- ii. Ensure compliance with legal provisions related to this Contract. The Contractor shall obtain all requisite license and approval at his cost from the appropriate authority for executing this contract work and submit copy of such license and approval to BIRAC.
- iii. Deploy any workforce which will exclusively be on contractor's pay roll.
- iv. Ensure proper behaviour of the work force provided for BIRAC. The contractor will prevent the work force from taking part in any direct or indirect association with a person or persons engaged in any antisocial activities, demonstrations, riots of agitation, which may in any way be detrimental or prejudicial to the occupants of land / properties in the neighbourhood.
- v. Keep the BIRAC and its employees etc., harmless and indemnified from any consequential claims, actions, suits, proceedings, losses or damages on any ground whatsoever.
- vi. Take disciplinary action against any worker/staff engaged by him.
- vii. Undertake to indemnify the BIRAC against all claims which may arise under the noted acts:
 - a The Shops and Establishment Act.
 - b The Workman's compensation Act.
 - c The payment of Wages Act.
 - d The Contract labour (Regulation and Abolition) Act. 1970 and the rules framed thereunder.
 - e Family Pension Scheme.
 - f Inter-state Migrant Workmen (Regulation of employment and condition of Service) Act, 1979.
 - g Any other Statutory Act/Law/Regulation made applicable during the pendency of the contract.
- viii. 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.
- ix. Undertake necessary liaison work as may be required from time to time with the officials of the concerned departments.
- x. 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.
- xi. 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.

- xii. 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.
- xiii. Practice Chinese wall or Firewall policy within to deal with contrary interests or with confidential information.
- xiv. Submit any other documentary evidence as & when called by the BIRAC in connection with this Contract.

4. WITHHOLDING OF PAYMENT

BIRAC reserves the right to recover from the bills of the Contractor the amount due to BIRAC against any losses and damages including Liquidated Damages or as a result of any claims / compensation or due to any statutory imposition etc. without any notice. BIRAC also reserves the right to withhold any payment to safeguard the interest of BIRAC against any dues for which the decision of the company shall be final. In case of any legal disputes, withheld payments shall not be released till the dispute is settled. No interest shall be payable in case of such withheld amounts.

In order to protect BIRAC, it may withhold the whole or any part of the amount due to agency on account of evidence subsequently discovered in respect of following:

- i. For non-completion of contracted work to BIRAC's satisfaction.
- ii. Contractor's indebtedness arising out of execution of contract
- iii. All claims against Agency for Liquidated damages.
- iv. Any failure by the Agency to fully reimburse BIRAC under of indemnification provisions of this Contract. If, during the process of the Agency shall allow any indebtedness to accrue of which BIRAC may be primarily or contingently liable or ultimately responsible and agency shall, within five days after demand is made by the BIRAC, fail to pay and discharge such indebtedness, then BIRAC may during the period for which indebtedness shall remain unpaid, withhold from the amounts due to Agency's a sum equal to the amount such unpaid indebtedness. When all the above grounds for withholding payments shall be removed, payment shall thereafter be made for amounts so withheld.
- v. Garnishee order issued by a Court of Law in India.
- vi. Income-tax deductible at source according to law prevalent from time to time in the country.
- vii. Any obligation of contractor which by any law prevalent from time to time to be discharged by the BIRAC in the event of contractor's failure to adhere to such laws.

5. CONFIDENTIALITY

The Parties, undertake to maintain strict confidentiality and refrain from disclosure thereof, of all or any part of the Confidential Information and data exchanged/generated from the Process under this Contract for any purpose other than in accordance with this Contract. 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. Thus obligation under this Contract will commence on the Effective Date and will subsist till three years after completion/termination or till such time the confidential information falls into the public domain whichever is earlier.

6. RETURN OF MATERIALS

Upon the conclusion of the task the Empanelled 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 Empanelled Firm in the course of providing the services.

7. 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 Empanelled 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 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 Empanelled Firm shall return all Confidential Information, as hereinafter defined, and copies thereof.

8. 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 Empanelled Firm shall not have the right to assign the rights or obligations under this Agreement without the prior written consent of BIRAC.

9. 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.

10. DISPUTE RESOLUTION

In the event of any dispute or difference between the Parties hereto upon or in relation to or in connection with this Contract, such dispute or difference, shall be resolved amicably and in good faith by mutual consultation.

If such resolution is not possible, then the unresolved dispute or difference whatsoever arising between the Parties out of or relation to the construction, meaning, scope, operation or effect of this Contract or the validity the breach thereof or in respect of any defined legal relationship associated therewith or derived therefrom dispute shall be submitted for arbitration to International Centre for Alternate Dispute Resolution (ICADR), an autonomous organization working under the aegis of the Ministry of Law & Justice, Department of Legal Affairs, Government of India. The Authority to appoint the sole arbitrator shall be

the ICADR. The Arbitration under this Clause and provision of administrative services by ICADR shall be in accordance with the ICADR Arbitration Rules, 1996. The award made in pursuance thereof shall be binding on the Parties. The venue of arbitration shall be New Delhi and the arbitration proceedings shall be conducted in English Language. The provision of this Clause shall not become inoperative notwithstanding the Contract expiring or ceasing to exist or being terminated.

11. 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.

12. 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.

3. 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.

4. AMENDMENTS OR WAIVER

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

5. NO OTHER RELATIONSHIP

The Empanelled 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.

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 Agency

Date.....

WITNESS

Signed

.....

On behalf of the Agency

Date.....

Signed

.....

On behalf of the BIRAC

Date.....

WITNESS

Signed

.....

On behalf of the BIRAC

Date.....

BANK GUARANTEE FORM
(To be submitted on non-judicial stamp paper)

PERFORMANCE GUARANTEE

Ref. No. BIRAC/HR&A/007/2017/ENQ-024

Bank Guarantee No. _____

Date ____/____/____

To

Biotechnology Industry Research Assistance Council (BIRAC)
A Government of India Enterprise,
1st Floor, MTNL Building, 9, CGO Complex,
Lodhi Road, New Delhi-110003, India

Sirs,

1. In consideration of BIRAC, a Government of India enterprise under the dept. Of Biotechnology of Ministry of Science and Technology 1st Floor MTNL Building CGO Complex Lodhi Road New Delhi-110003 (hereinafter referred to as "the BIRAC", which expression shall unless repugnant to the context or meaning thereof includes all its successors, administrators, executors and permitted assigns) having awarded letter of intent (LOI)/ Contract dated _____ to M/s. _____ having its registered / head office at _____ (hereinafter referred to as "Contractor"), which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assigns and the BIRAC having agreed that the contractor shall furnish to the BIRAC a performance guarantee for an amount of US Dollars _____ for the faithful performance of the entire contract as mentioned in the LOI.
2. We _____ (name of the bank along with address, Telex No., Fax No.) registered under the laws of _____ having our head / registered office at _____ (hereinafter referred to as "The Bank", which expression shall, unless repugnant to the context or meaning thereof includes all its successors, administrators, executors and permitted assigns), do hereby guarantee and undertake to pay immediately on first demand in writing any / all money to the extent of Indian Rs. (in figures) (Indian Rs. (in words) without any demur, reservation, contest or protest and/or without any reference to the Contractor. Any such demand made by the BIRAC on the Bank by serving a written notice shall be conclusive and binding on the bank notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as Page 30 of 31 the liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be validly enforceable until it is discharged by the BIRAC in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the contractor and shall

remain valid, binding and operative against the bank.

3. The Bank also agrees that the BIRAC 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 contractor and notwithstanding any Bond or other guarantee/s that the BIRAC may have in relation to the contractor's liabilities.
4. The Bank further agrees that the BIRAC shall have the fullest liberty without being obliged to seek our prior consent and without affecting in any manner our obligations set out hereunder to vary any or all of the terms and conditions of the said contract or to extend the time of performance of the contract by the contractor from time to time or to postpone the performance of the contract for any period of time or from time to time exercise of any of the powers vested in the BIRAC against us and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from any of our liability / liabilities by reason of any such variation or amendment to any or all terms of the contract.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and until all dues payable by the contractor to the BIRAC under the contract have been fully paid and the entire claim which the BIRAC may have against the contractor has been fully satisfied or discharged or till the BIRAC discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution or in the constitution of the BIRAC or in that of the Contractor.
7. The Bank hereby confirms that this guarantee has been issued after due observance of all appropriate laws of the country of issue and the issuance of this Bank guarantee does not violate any of the said laws.
8. The Bank hereby also agrees that this guarantee shall be governed by and construed in accordance with Indian Laws and shall be subject to the exclusive jurisdiction of the competent Indian Courts within whose jurisdiction the tenders have been invited.
9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs..... (in figures) (Indian Rs. (in words) and it shall remain in force until _____ (indicate the date of expiry of the bank guarantees) unless extended further. We must receive all claims made under this Guarantee before the said expiry of this Bank Guarantee. If no such claim has been made or received by us within Page 31 of 31 the said expiry or the extended date/s, the rights of the BIRAC under this Guarantee will cease. However, if we have received a claim within the said date, all rights of BIRAC, under this Bank Guarantee shall be valid and subsisting and shall not cease until we have satisfied the said claim.

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

(Signature)

Full Name & designation
and official address (in legible letters)
with bank stamp

WITNESS NO.1

WITNESS NO.2

(Signature)

Full name and Official
address
(in legible letters)

(Signature)

Full name and Official
address
(in legible letters)

Attorney as per power of Attorney

No. _____

Dated: _____