

NOTICE INVITING BID

FOR

**ENGAGING AGENCY FOR PROVIDING
HOUSEKEEPING & ANCILLARY SERVICES**

AT

**BIOTECHNOLOGY INDUSTRY RESEARCH
ASSISTANCE COUNCIL
(BIRAC)**



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

NOTICE INVITING BID

1.0 Letter of Invitation

Biotechnology Industry Research Assistance Council (BIRAC), New Delhi invites sealed BIDS from experienced Bidders for Engaging Agency for providing Housekeeping & Ancillary Services at Biotechnology Industry Research Assistance Council (BIRAC).

The salient features of the bid are:

Bid No:	BIRAC/HR&A/007/2019/ENQ - 27
Brief Description:	Engaging Agency for providing Housekeeping and Ancillary Services Biotechnology Industry Research Assistance Council (BIRAC), 1st Floor, MTNL Building, 9 CGO Complex, New Delhi – 110003 and at such additional spaces where the functional office of BIRAC expands.
Category:	Services
Approximate Quantity:	Need Based
Contract Period:	Initially for a period of 01 (one) year which can be extended based on the performance of the agency on mutually agreed Terms & Conditions.
Bid Originating Location :	BIRAC Office, New Delhi
Type of bid:	Open - under two-bid system
Cost of bid document(IN INR):	NIL
Earnest money Deposit :	Rs.39,000/- (Rupees Thirty Nine Thousand Only) in form of Demand Draft (DD)
Performance Bank Guarantee (IN INR):	7.5% of the Annualized Contract Value
Issue / Sale of Bid document:	Downloadable from BIRAC Website & Central Public Procurement Portal (CPPP)
Bid Publication Date:	09 th December, 2019
Pre-bid Meeting, Date, time & Venue:	24th December, 2019 at 11:30 am at BIRAC, 1st Floor, MTNL Building, 9 CGO Complex, New Delhi – 110003
Last Date & Time for Submission of BID:	02nd January, 2020 by 1400 hrs
Bid Opening Date & Time :	02nd January, 2020 at 1500 hrs

Place of submission& Opening of bid:	Biotechnology Industry Research Assistance Council (BIRAC), 1st Floor, MTNL Building, 9 CGO Complex, Lodhi Road, New Delhi – 110003
Estimated Annual Cost of Contract:	13 Lac p.a.
Job completion time:	Period of Contract
Site Location:	Biotechnology Industry Research Assistance Council (BIRAC), MTNL Building, 9 CGO Complex, Lodhi Road, New Delhi – 110003 and at such additional spaces where the functional office of BIRAC expands.
Pre-Qualification criteria:	As per Clause – 7.0
Bid Validity	90 days from the Bid Closing Date

Prospective bidders should download the Complete Bid Documents from BIRAC's web site www.birac.nic.in and/or Central Public Procurement Portal (CPPP). Addendum/Corrigendum, if any, to the bid document 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 bid 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) invites bids from bidders who have experience in providing Housekeeping and Ancillary Services.

4.0 Scope Of Work

4.1 Premises

The services shall be provided at BIRAC premises at New Delhi consisting of its functional office for an area amounting to approx. 16500 sq. ft. In the event of any change in the office area, the rates based on the corresponding increase/decrease in the per sq. ft. basis shall be considered on the rates quoted by the Bidder.

The service provider should place adequate manpower which shall also include female staff for cleaning services as per the scope of work on regular basis. The Housekeeping staff shall be stationed at BIRAC office premises during working hours.

4.2 Ancillary service requirements

One (01) electrician, One (01) plumber and One (01) Carpenter – on call basis as and when required for repair work for the entire day. The service needs to be provided within 24 hours of request. The minimum number of visit per month shall be 01 (one) however may vary as per the need.

4.3 Housekeeping Services

The Contractor is required to provide the Housekeeping services in BIRAC office at MTNL Building,9, CGO Complex, Lodhi road, New Delhi-110003 and at such additional spaces where the functional office of BIRAC expands consisting of all cabins, passage, staircases, canteen, toilets, conference rooms, corridors etc, including supply of necessary consumable items, equipment, tools etc of approved make.

Standard Cleaning Services and Procedures as defined above shall include:

4.3.1 Daily Cleaning:

Cleaning of the entire Office premises including stair case area which must be completed daily latest by 9:15 a.m.

4.3.2 Sweeping:

- Sweeping all floor areas including, Damp Mopping of Tiles, Vitrified floors, sidewalls and podium entrance areas.
- Floors shall be free of dirt, mud, sand, footprints, liquid spills, unwanted material and other debris.
- Chairs, trash receptacles and easily movable items shall be moved to clean underneath with special attention.
- During inclement weather, the frequency may be higher than once per day. When completed the floor and halls shall have a uniform appearance with no streaks, smears, swirl marks, detergent residue or any evidence of remaining dirt or standing water
- After sweeping all vitrified floors, areas would be machine scrub cleaned
- Sweep Clean of debris from walkways and driveways including car parking area and hose clean them during appropriate climatic and water use conditions Special attention will be paid to the cleaning of water Dispensers, water filters & pantries. All furniture in the office area, wall panels, partitions in common/office area will be cleaned every day.

4.3.3 Vacuuming

- Heavy industrial type vacuum cleaner would be used to ensure adequate cleaning. When completed the area shall be free of all litter, lint, loose soil and debris.
- Any chairs, trash receptacles and easily moveable items shall be moved to vacuum underneath and then replaced in the original position with special attention.

4.3.4 Washroom Cleaning: (To Be Carried Out On Hourly Basis)

- Thorough cleaning and sanitization of toilets, bathrooms. Wash basins and shower facilities using suitable non-abrasive cleaners and disinfectants
- All surfaces shall be free of grime, soap mud and smudges.
- Cleaning of mirrors, glass doors, glass windows etc,
- Replacement of paper towels, toilet paper, and soap dispenser in all bathrooms shall be performed.
- Supply of liquid soap in all soap dispensers, urinal cubes, air purifiers, tissue papers, naphthalene balls, etc. in the bathrooms and toilets
- There will be no stains on the pots and wash basins and stink
- Perfumed disinfectant spray will be sprayed daily in all the rooms, cabins and sitting area for staff
- Harpic/flush clean to be put in the flush tanks

4.3.5 Trash Removal

- Emptying all waste paper baskets, twice a day, from all floor areas and washing or wiping them clean with damp cloth, replacing plastic waste paper basket linings and returning of items where they were originally located.
- All waste from waste paper baskets will be collected and deposited at designated site

and disposed. Arrangement for disposal of waste/garbage shall be responsibility of the housekeeping contractor

- Dry & Wet garbage would be segregated and dumped into designated area within the premises
- Periodic cleaning of internal sewerage lines and keeping sewerage lines functional.

4.3.6 Glass Surface Cleaning

- All glass at entrance doors of the premises would be cleaned using damp and dry method.
- Glass tabletops, cabin doors, cabin partitions and glass accessories would also be cleaned
- Removal of grease marks or fingerprints glass counters and partitions, this cleaning is done using approved all-purpose cleaner and lint free cloth of paper towels.

4.3.7 Cleaning of all Appliances and Wall Fittings

- Cleaning of doormats, telephone instruments (including their disinfecting) photos, murals, sculptures, PCs and their accessories, boards and panels, glass/board partitions and windows, etc.

4.3.8 Damp & Dry Cleaning

- Wipe clean all white boards of meeting rooms, Conference rooms, work station etc.,
- Wipe clean all table tops of workstations, cubicles and other furniture and fixtures
- All pantries will be cleaned with wet & dry vacuum cleaners using disinfectants and detergents by 09:15 a.m. daily. The pantries will be cleaned twice daily.

4.3.9 Weekly Cleaning

a) Deep Cleaning

- Surrounding Common Areas, lights, fans and other electrical fittings etc.
- Ceilings, Walls, Partitions etc.
- Toilets and Washrooms

b) Window Glass Cleaning

- Interior & Exterior glass will be cleaned on both sides throughout the office premises
- Exterior cleaning of the glasses where accessible
- Dusting windows – silts and Venetian blinds

c) Sanitizing

- Office Desk paper bins would be cleaned and sanitized
- All washroom dustbins would be thoroughly cleaned and sanitized
- All telephone instruments would be sanitized using disinfectants
- Waste bins from Pantry and cafeteria area would also be thoroughly cleaned and

sanitized with disinfectants

- Thorough washing of all walls and doors of all toilets with appropriate detergent and disinfect.
- Polishing of brass wares
- Any other things that require attention and weekly cleaning

d) Cleaning of Blinds/Curtains:-

- Specialized cleaning of Venetian /vertical blinds at all locations with approved quality of consumables.

4.3.10 Monthly Cleaning Services

a) Curtain Wall Cleaning

- Windows, curtain walls, etc.
- Curtain walls cleaning process shall depend upon accessibility to exterior and interior and SAFETY ACCESSORIES provided by the Housekeeping Company (all facilities regarding this will be provided by the Housekeeping Agency)

b) Sweeping

- Sweeping and cleaning of the floor surface area are covered by the furniture etc with vacuum cleaners by shifting and keeping back the same in their original places after cleaning.

c) Dusting & Wiping

- Dusting & Wiping light fixtures when completed the light fixtures shall be free from dirt, grime, dust and marks
- Cleaning and dusting of racks by removing files and papers.

b) Polishing

- Applying metal polished to accessories or door handles, hand railings, lift walls, etc where applicable.

e) Scrubbing

- Scrubbing of all floors areas with scrubbing machines

f) Professional Cleaning of External Facade of the Building.

- The external glass of front elevation of the building should be cleaned with cleaning fluid using access equipment tools

4.3.11 Deployment of Manpower & Material:

- The Contractor shall provide all apparatuses & equipment as may be deemed necessary or required for providing efficient housekeeping services.
- The Contractor shall deploy such housekeeping personnel and manpower as shall

be necessary and requisite for performing the obligations of the Contractor under the contract. The Contractor shall deploy manpower suitably qualified and sufficiently numbered for the due and timely execution of the works simultaneously under the contract.

- At the time of deploying manpower, the Contractor shall strictly comply all the applicable labour laws /Acts norms including but not restricted to the age of the workers, women workers and shall also ensure that a police verification and security check for all the workmen engaged at the BIRAC's premises is done.
- The Contractor shall issue necessary identity cards to its housekeeping personnel and shall keep and maintain a complete record of all the personnel who are or who shall be assigned any work at the BIRAC's premises in pursuance of this contract.
- The Contractor shall appoint a supervisor who shall co-ordinate with BIRAC's authorized representative for daily maintenance job. They have to maintain daily job register and duly certified by Staff in charge. The Contractor in co-ordination with the authorised representative shall ensure the availability of adequate manpower on a daily basis.
- Contractor shall indemnify BIRAC from any liabilities arising out of the employment of the manpower.
- Daily working hours for housekeeping staff shall be 08:00 hours with 30 minutes break for refreshment. However, in exceptional circumstances, BIRAC may require the Contractor to undertake the housekeeping work even on Sundays or government holidays or at such other times and hours as shall be necessary and requisite and the Contractor shall be bound to mobilise adequate number of housekeeping personnel for completing such work in the manner required by BIRAC.
- The Contractor shall ensure that its housekeeping personnel observe the following rules and norms in the discharge of their work:
 - i. Are always smartly turned out and vigilant.
 - ii. Are punctual and arrive at least 30 minutes before start of their duty time.
 - iii. Take charges of their duties properly and thoroughly.
 - iv. Perform their duties with honesty and sincerity.
 - v. Read and understand their post and site instructions and follow the same.
 - vi. Extend respect to all Officers and Staff of the office of BIRAC.
 - vii. Shall not consume intoxicated drinks on duty hours, or come drunk and report for duty.
 - viii. Will not chit chat while on duty.
 - ix. Will never sleep while on duty post.
 - x. Will not read newspaper or magazine while on duty.
 - xi. Will immediately report to the Concerned Officer any untoward incident/ misconduct or misbehaviour.
 - xii. Do not entertain visitors.
 - xiii. Shall not smoke in the office premises.

- BIRAC shall have the rights to remove any deployed housekeeping personnel from the duty whose conduct is found to be improper and whose presence and participation in the execution of the work under the contract is considered to be undesirable.

4.4 Horticulture Services

- a. Flower arrangement: To provide medium/big sized fresh flower arrangement at stipulated number of points at the BIRAC office. The rate shall be quoted for per point flower arrangement. The flowers should be of rose, gerbera, gladiola, lilies, carnation etc. The flower arrangement at each point should have minimum 08 sticks consisting of fresh cut flowers to be placed in flower vases, to be changed on three days of a week by the contractor. The number of flower arrangements shall be minimum 8 (eight).
- b. Plants: To provide potted plants (Small and big) in the lobby, passages, cabins, staircase, etc of the BIRAC office, which shall be changed/replaced on monthly basis. The rate shall be quoted for per plant as per the requirement. Fading/wilting plants shall be replaced immediately. Decorative pots etc. would also be provided with the plants. The number of potted plants shall be minimum 100 (hundred).
- c. Extra potted plants and flower arrangement, if required has to be provided on request.

4.5 Pest controller service

- The treatment cycle shall be on fortnightly basis for control of rodents, ants, termites, insects etc.
- The contractor shall make necessary arrangements for insecticide & pesticide control/disinfection treatment to get rid of ticks, cockroaches, ants, beetles, etc shall be carried out on weekly basis.
- Contractor shall use approved chemicals and qualified manpower for the purpose shall be deputed.
- Pest control shall be carried out in non-office hours as directed by BIRAC.
- The Contractor shall make necessary arrangements for fogging (During Rainy & winter Seasons) in the office premises as and when directed by BIRAC.
- Placement of Rodents Trap at various locations in office on regular basis.

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 upto 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 Pre-bid meeting and Inspection of premises

Bidder's may visit BIRAC office at 1st Floor, MTNL Building,9, CGO Complex, Lodhi Road, New Delhi-110003 for inspection on **24th December, 2019 at 11:30 AM.**

5.3 Any agency who has pre-exited or terminated any contract with or by BIRAC in last five (05) years as on the date of submission shall not be eligible to apply.

5.4 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 as 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.

5.5 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.

5.6 Cost of Bidding

The bidder shall be solely liable to bear all costs and expenses associated with the preparation and submission of its bid, 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.

5.7 Validity of Bids

- i) Bids shall remain valid for 90 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.

5.8 Submission details

Bids are to be submitted in sealed covers.

- i) Authorization letter (**Annexure I**)
- ii) EMD in form of Demand Draft (DD) with covering letter (**Annexure - II**) - The Earnest Money of Rs.39,000/- (Rupees Thirty Nine 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 bid document. If the bid is received without EMD, it would not be considered and would be summarily rejected.
- iii) The bid shall be submitted in sealed envelope super scribed with **Enquiry number, Subject and Date of closing** prominently underlined, along with the address of this office. This envelope shall contains the following:
 - **1st Inner Sealed Cover** - 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-III)** with all stamped and signed supporting documents.
 - **2nd Inner Sealed Cover** - The second inner sealed cover should contain all the documents pertaining to **Technical evaluation Criteria (TEC)** as prescribed and will clearly be super scribed with "**TEC**" along with enquiry number. This cover should include **Covering letter and TEC (format enclosed as Annexure-IV)** with all stamped and signed supporting documents.
 - **3rd Inner Sealed Cover** - The third inner sealed cover will contain only the price bid duly filled in, stamped and signed and should be clearly super scribed with "Price Bid" along with enquiry number (**format enclosed as Annexure-V**).
- iv) Only one bid should be included in one cover.
- v) The bid which fails to comply with the above instructions shall be summarily rejected.
- vi) Transfer of Bid Document – Non Transferable
- vii) Price bids, which remain unopened with BIRAC, will not be returned to the concerned bidders.
- viii) Any change in the price after opening of the bids will not be considered.
- ix) 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.
- x) The cost for preparing the BID including visits by the bidder to BIRAC Office is not reimbursable.
- xi) Exemptions referred to EMD should be clearly declared by the bidder.

5.9 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)

5.10 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 in to 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.

5.11 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.

5.12 Conflict of Interest

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

5.13 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.

5.14 Bid Rejection Criteria (BRC)

BIRAC reserves the right to reject any bid if:

1. Received after the expiry of due date and time.
2. Any agency who has pre-exited or terminated any contract with or by BIRAC in last five (05) years as on the date of submission shall not be eligible to apply.
3. If EMD is not submitted along with the bid.
4. It is not given in the prescribed format as per clause 5.8
5. The bid has not been indexed or properly paginated and details provided in PQC Checklist (Annexure III) are not submitted.
6. Supporting documents to substantiate the PQC & TEC have not been submitted.
7. Certificates certified by Chartered Accountants must bear UDIN number, in absence of which, it will be considered as invalid and the bid shall be rejected (Reference Clause Number 4 of PQC).
8. All Declarations/undertakings/information have not been provided on the Letter Head of the Bidder, duly signed and stamped.
9. At any time, a material misrepresentation is made or uncovered
10. The agency/ firm/entity does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the bid.
11. If any item in the price bid is left blank/Zero/NIL/Free the bid will be summarily rejected.
12. Rate against each item should be quoted in all sections of the Price Bid Format, failing which the bid shall be summarily rejected.
13. The quotation shall be given in the prescribed Price bid format only, failing which the bid shall be summarily rejected.

5.15 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.

5.16 Engagement 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 for a period of 01 (one) year which can be extended based on the performance of the agency on mutually agreed Terms & 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 - IX). 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.39,000/- (Rupees Thirty Nine 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 bid document. If the bid is received without EMD, it would not be considered and would be summarily rejected.
 - Bid security will not be necessary for bids from startup companies registered with DIPP ,OEMs, Authorized Distributors of OEMs, firms registered with a CPO or BIRAC or NSIC/Directorate of Industries and MSMEs and SMEs. However, the firms registered with a CPO or NSIC/Directorate of Industries have to submit evidence that they have a current and valid registration for the item(s) they intend to bid for, including the prescribed monetary limit.
 - **Forfeiture of EMD:** EMD of a bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the specified period of validity of bid. Further, if the bidder fails to furnish the required performance security within the specified period, its EMD will be forfeited.
 - **Refund of EMD:** EMD furnished by all unsuccessful bidders shall be returned without any interest whatsoever, after award of the contract. EMD of the successful bidder shall also be returned without any interest whatsoever, only after receipt of performance security, as required in the contract.
 - **Adjustment of EMD:** The earnest money deposited along with the bid documents for the present bid shall be in respect of the present bid 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 Contract value, within 21 days of the date of signing of Service and Confidentially Agreement (**Format attached at Annexure - X**).
- 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.
- Performance Security is to be furnished by a specified date and it should remain valid for a period of 60 (Sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.
- 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.
- **Refund of Performance Security** - Performance Security shall be refunded to the supplier without any interest, whatsoever, after due performance and completion of all obligations under the contract. The refund of performance security shall not normally be later than 90 days of such performance and completion of contract obligations.

vii) **PAYMENT TERMS**

1. Contractor shall submit the bills on approved Performa to In-charge 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 15 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.

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. Authorized representative of the bidder is requested to attend the bid opening process.

6.2 Authorization Letter and EMD – Bids with Authorization Letter (*Annexure – I*) and EMD in form of Demand Draft (DD) with covering letter (*Annexure – II*) shall be considered for opening of Pre- Qualification Criteria (PQC) Envelope. Exemptions referred to EMD should be clearly declared by the bidder.

6.3 Pre-Qualification Criteria (PQC) (*Annexure - III*) - The bids shall be verified based on the documents submitted for PQC. Checklist provided at Annexure – III is required to be mandatorily filled. Those bids which satisfy the **PQC will** be considered for Technical Evaluation Criteria (TEC).

6.4 Technical evaluation criteria (TEC) (*Annexure – IV*)

Each bidder shall be assigned scores under each parameter as given in the Technical evaluation criteria.

These scores will be made based on the input received from various acceptable bidders. The above details are therefore required to be submitted with validated documentary proof. Each factor will be marked on relative marking basis and will be subjected to weightage and added for combined scoring. The Highest Three Technically Scoring Bids (Upto 3 – H1, H2 & H3) will be further 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 -V*)

- i) The price bid of the bidders qualified technically shall be opened on stipulated date and time by the Committee in the presence of bidders present.
- ii) The price bid in the prescribed format shall be evaluated as per the illustration at Annexure – V.
- iii) The Bidder with the lowest price quote will be considered as L1 and the Letter of Award (LOA) will be issued. If more than one agency stand on equal Price Quote, then the agency having more relevant experience will be considered for award of contract. Engagement of qualified bidder shall be subject to the verification through reference check.
- iv) 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.

- v) The Bidder shall complete the price bid furnished in the bidding document.
- vi) Price bid quoted by the successful bidder shall be held firm during its performance of the contract.
- vii) 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.
- viii) 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.
- ix) The bidders shall not indicate separate discount. Discount if any should be merged in the quoted rates.
- x) Rate for each item shall be quoted. If any item in the price bid is left blank/Zero/NIL/Free the bid may not be considered for evaluation.
- xi) If there is any discrepancy in the unit price & total price, the unit price will prevail and the total price will be corrected accordingly.
- xii) If there is any discrepancy between words and figures the amount in words shall prevail.

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	Indicative Supporting Documents
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 providing Housekeeping Services in the organization of repute.	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 , 2016-17 & 2017-18, 2018-19)	Certificate with UDIN number from the 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 - VI)
7.	The contractor must have an established office in Delhi/NCR.	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 bid and in the execution of agreement.	Undertaking on Proponent's Letter Head, duly signed and stamped by the Authorized Signatory (Annexure - V II)
9.	The contractor should not have pre-exited or terminated any contract with or by BIRAC in last 05 years as on the date of submission.	Undertaking on Proponent's Letter Head, duly signed and stamped by the Authorized Signatory (Annexure - V III)

Note : Documentary Evidences are mandatorily to be submitted along with the annexures.

8.0 Technical Evaluation Criteria

The Bid Evaluation Criteria (BEC) will be based on the Technical Evaluation Criteria and the Price Bid Evaluation

Sl. No.	Technical Evaluation Criteria	Maximum Score (Total 100)	Indicative Supporting Documents
1.	Prior Experience in providing Housekeeping Services. (the bidder shall submit all the documentary evidences pertaining to their total experience)	25	Self-attested Copy of the work order and letter of successful completion from the client along with Annexure-IV
2.	Empanelment with Government organization (documentary evidence for the total number of Govt. organizations the bidder is empaneled with)	20	Self-attested Copy of the work order and letter of successful completion from the client along with Annexure-IV
3.	Housekeeping Manpower strength deputed in various organizations in last one year	20	Self-attested copy of Number of housekeeping staff deputed on agency's letter head as per Annexure-IV
4.	Performance Certificates obtained from various clients in last 2 years	15	Self-attested copy of Performance certificate as per Annexure-IV
5.	Certification/License viz ISO, OHSAS, Insect Control License in own name , Insect Control License with associate agency or any other certification	10	Self-attested copy of the Certification/License available
6.	Equipment/machinery related to housekeeping/cleaning services available with the agency viz Single Disc Scrubber, Wet & Dry Vacuum Cleaner with stainless steel tank, High Pressure Jet Cleaner, Glass Cleaning Kit or any other	10	Self-attested copy of list of Equipment/machinery related to housekeeping/cleaning services available on agency's letter head along with Ownership document of the machine in form of Invoice/Insurance paper or lease agreement of the machine with owner of machine (copy of ownership proof also to be produced). Lease agreement of tenure less than the time period of this tender will not be considered for evaluation.

Note : Documentary Evidences are mandatorily to be submitted along with the annexures as the scoring will be done based on the submitted documents.
Performance Certificate without any mention of client satisfaction will be considered as satisfactory.

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. BIRAC/HR&A/007/2019/ENQ- 27

Dear Sir / Madam,

This has reference to your above mentioned bid for Engaging Agency for providing Housekeeping and Ancillary Services at BIRAC. Mr./Miss/Mrs. _____ is hereby authorized to submit the bid & attend opening of the above Bid 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. BIRAC/HR&A/007/2019/ENQ- 27

Dear Sir / Madam,

This has reference to your above mentioned bid for Engaging Agency providing Housekeeping and Ancillary 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/007/2019/ENQ- 27

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 ENGAGING AGENCY FOR PROVIDING HOUSEKEEPING SERVICES AND ANCILLARY 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 bids for the assignment referred above. The validity of this bid is confirmed for 90 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 with UDIN number from the 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 (Annexure - VII)		

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 Authorized signatory)

Name : _____

Designation : _____

Seal : _____

Date : _____

Place : _____

Technical Evaluation Criteria TEC
(To be submitted on Agency's Letter Head)

Reference Number: BIRAC/HR&A/007/2019/ENQ- 27

Prior Experience in providing Housekeeping Services

S.No.	Name of Client and Address	Contact person with designation and telephone number (Performance certificate issuing authority)	Value of Contract	Starting Date of contract	Completion Date of contract	No. of housekeeping workers deployed in the organization	Remarks (If any)	Page number of the supporting document

Note:

1. Copy of EPF /ESIC challan indicating no of housekeeping Workers on roll and copy of labour license to be submitted.

Format for Performance Certificate
To be obtained from the client for Technical evaluation as per clause 4 of TEC

Title of the work	
Name of Client and Address with Contact details	
Agreement No./ Work Order No.	
Value of work as per work order/Award	
Total value of actual work done	
Starting Date of contract	
Completion Date of contract	
Performance Report (Pls. tick one)	<input type="checkbox"/> Outstanding <input type="checkbox"/> Very Good <input type="checkbox"/> Good <input type="checkbox"/> Satisfactory
Any other remarks	

(Signature & Stamp of Director/Registrar/Admin. Officer/Ex. Engineer or Equivalent)
with Phone No./ Mob. No. & E-mail address

Dated :

(Stamp & Signature of Bidder)

Note :

1. This should be submitted separately for each work completed by the Bidder.
2. This shall be signed & stamped by the Bidder's client not below the rank of Asst. Registrar/Admn. Officer/Executive Engineer or equivalent.
3. The Name, Address, Contact details (Mobile, Fax, E-mail, and Landline Phones) of Client should be indicated to facilitate confirmation of work.

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

Reference No. - BIRAC/HR&A/007/2019/ENQ- 27

	Rate per square feet	Rate per Point [PLANT]	Rate per Point [FLOWER]	Rate per visit [Ancillary Services]	Rate Fortnightly PEST CONTROL	TOTAL
Weightage	65%	15%	10%	5%	5%	
Amount in Figures (Exclusive of taxes)						
Amount in words (Exclusive of taxes)						

Note:

- a. The price bid shall be quoted exclusive of the applicable taxes. Duties, taxes and other levies payable as per the statute should not be included in the bid.**
- b. Rate against each item should be quoted in all sections of the Price Bid Format.**
- c. If any item in the price bid is left blank/Zero/NIL/Free the bid may not be considered for evaluation.**
- d. The Agencies will not indicate separate discount, discount if any should be merged in the quoted rates.**
- e. If there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.**
- f. The above indicated prices are only for evaluation purpose, the billing will be as per the actual usage on monthly basis.**
- g. Special consideration will be given to MSMEs and Start-ups as per clause 5.11 indicated above.**
- h. 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.**

ILLUSTRATION:

Quoted Rates (hypothetical): The rates mentioned are just for evaluation purpose

	Rate per square feet	Rate per Point [PLANT]	Rate per Point [FLOWER]	Rate per visit [Ancillary Services]	Rate Fortnightly PEST CONTROL	TOTAL
Weightage	65%	15%	10%	5%	5%	
Amount in Figures (Exclusive of taxes)	10	11	12	13	14	60
Amount in words (Exclusive of taxes)	Rupees Ten Only	Rupees Eleven Only	Rupees Twelve Only	Rupees Thirteen Only	Rupees Fourteen Only	Rupees Sixty Only

Evaluation Method:

	Rate per square feet	Rate per Point [PLANT]	Rate per Point [FLOWER]	Rate per visit [Ancillary Services]	Rate Fortnightly PEST CONTROL	TOTAL
Weightage	65%	15%	10%	5%	5%	
Evaluation	6.5	1.65	1.2	0.65	0.7	10.7

UNDERTAKING WITH REGARD TO BLACKLISTING

(To be submitted on Agency's Letter Head)

Reference No. - BIRAC/HR&A/007/2019/ENQ- 27

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 Authorized signatory)

Name : _____

Designation : _____

Seal : _____

Date : _____

Place : _____

UNDERTAKING WITH REGARD to NON-LITIGATION

(To be submitted on Agency's Letter Head)

Reference No. - BIRAC/HR&A/007/2019/ENQ- 27

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 Authorized signatory)

Name : _____

Designation : _____

Seal : _____

Date : _____

Place : _____

UNDERTAKING WITH REGARD to PRE- EXIT OR TERMINATION

(To be submitted on Agency's Letter Head)

Reference No. - BIRAC/HR&A/007/2019/ENQ- 27

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 Pre-exit or termination

It is hereby confirmed and declared that M/s -----, has not been pre-exited or terminated any contract with or by BIRAC in last 05 years as on the date of submission.

(Signature of the Authorized signatory)

Name : _____

Designation : _____

Seal : _____

Date : _____

Place : _____

SERVICE AND CONFIDENTIALITY AGREEMENT

This Agreement is made on this _____ day of _____, 2019 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.

WHEREAS BIRAC desires to engage the Contractor for providing Housekeeping and Ancillary Services at BIRAC and the Contractor hereby agrees to provide the same governed by below mentioned terms and conditions.

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 01 (one) year from the date of signing of agreement with a provision of extension on mutually agreed terms and

conditions based on the performance of the agency.

- 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 behavior 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 neighborhood.
- 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 labor (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.

13. 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.

14. AMENDMENTS OR WAIVER

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

15. 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/007/2019/ENQ-27

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 bids 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: _____