

**जैव प्रौद्योगिकी उद्योग अनुसंधान सहायता परिषद (बाइरैक)  
(भारत सरकार का उपक्रम)**



**सीमित निविदा पूछताछ (एलटीई) –  
आईटी उपकरणों का वार्षिक रखरखाव अनुबंध और दो श्रमशक्ति संबंधी प्रावधान**

[LTE No. BIRAC/HR&A/007/2022/ENQ - 32]

कार्यालय का पता

पहली मंजिल, एमटीएनएल बिल्डिंग, 9, सीजीओ कॉम्प्लेक्स,  
लोधी रोड, नई दिल्ली-110003

(स्कोप कॉम्प्लेक्स के बगल में, जेएलएन स्टेडियम के गेट नंबर 13 के सामने)  
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**जैव प्रौद्योगिकी उद्योग अनुसंधान सहायता परिषद**  
(भारत सरकार का उपक्रम)  
**Biotechnology Industry Research Assistance Council**  
(A Government of India Enterprise)

**सीमित निविदा पूछताछ**

**1.0. आमंत्रण पत्र**

जैव प्रौद्योगिकी उद्योग अनुसंधान सहायता परिषद (बाइरैक), नई दिल्ली आईटी उपकरणों के "वार्षिक रखरखाव अनुबंध (एएमसी) और बाइरैक के लिए दो श्रमशक्ति के प्रावधान के लिए एजेंसी को शामिल करने के लिए मुहरबंद बोलियां आमंत्रित करती है।

बोलियों में शामिल है: -

<b>बोली संख्या:</b>	BIRAC/HR&A/007/2022/ENQ- 32
<b>संक्षिप्त विवरण:</b>	आईटी उपकरणों का वार्षिक रखरखाव अनुबंध और दो श्रमशक्ति संबंधी प्रावधान
<b>श्रेणी:</b>	सेवा
<b>अनुमानित मात्रा:</b>	आवश्यकता अनुसार
<b>अनुबंधन अवधि:</b>	3 (तीन) वर्ष इसके बाद पारस्परिक रूप से सहमत नियमों और शर्तों पर 2 (दो) वर्षों तक बढ़ाया जा सकता है।
<b>बोली आरंभ करने का स्थान:</b>	बाइरैक का कार्यालय, नई दिल्ली
<b>बोली का प्रकार:</b>	सीमित निविदा
<b>बोली दस्तावेज़ की लागत (रुपयों में):</b>	शून्य
<b>बयाना राशि जमा (रुपयों में) :</b>	-
<b>परफ़ोर्मेंस बैंक गारंटी (रुपयों में):</b>	-
<b>बोली दस्तावेज का निर्गम/बिक्री:</b>	बाइरैक तथा सेंट्रल पब्लिक प्रोक्योरमेंट पोर्टल (सीपीपीपी) की वेबसाइट से डाउनलोड करने में सक्षम
<b>बोली प्रकाशन तिथि:</b>	-
<b>साइट विज़िट तिथियां:</b>	लागू नहीं
<b>पूर्व बोली संबंधी बैठक, दिनांक, समय:</b>	लागू नहीं
<b>बोली जमा करने की अंतिम तिथि और समय:</b>	दिनांक 09 मई, 2022 को दोपहर 2 बजे तक
<b>बोली खुलने की तारीख और समय:</b>	दिनांक 09 मई, 2022 को दोपहर 2:30 बजे तक

<b>बोली जमा करने और खुलने की जगह:</b>	पहली मंजिल, एमटीएनएल बिल्डिंग, 9, सीजीओ कॉम्प्लेक्स, लोधी रोड, नई दिल्ली-110003
<b>अनुबंध की अनुमानित लागत (श्रमशक्ति सहित)</b>	15,00,000.00 रुपए (पंद्रह लाख रुपए)
<b>काम पूरा होने का समय:</b>	अनुबंध की अवधि
<b>साइट की जगह:</b>	पहली मंजिल, एमटीएनएल बिल्डिंग, 9, सीजीओ कॉम्प्लेक्स, लोधी रोड, नई दिल्ली-110003
<b>पूर्व योग्यता:</b>	क्लॉज़ 7.0 के अनुसार
<b>बोली की वैधता</b>	बोली खत्म होने की तारीख से 90 दिन

संभावित बोलीदाता बाइरैक की वेब साइट [www.birac.nic.in](http://www.birac.nic.in) और/या सेंट्रल पब्लिक प्रोक्योरमेंट पोर्टल (सीपीपीपी) से पूर्ण बोली दस्तावेज डाउनलोड करें। बोली दस्तावेज में परिशिष्ट/शुद्धिपत्र, यदि कोई हो, केवल वेबसाइट पर अपलोड किया जाएगा। इसलिए, बोलीदाता बोली जमा करने की तारीख तक नियमित रूप से देख सकते हैं।

योग्य बोलीदाताओं को अपनी बोली सीलबंद लिफाफों में निर्धारित प्रारूप में भेजें, जैसा कि बोली दस्तावेज में दर्शाया गया है।

धन्यवाद

भवदीय  
प्रमुख – मानव संसाधन एवं प्रशासन  
बाइरैक की ओर से

**अस्वीकरण:** यह बोली कोई समझौता नहीं है और न ही संभावित आवेदकों या किसी अन्य व्यक्ति के लिए प्राधिकरण द्वारा कोई प्रस्ताव और न ही निमंत्रण है। इस बोली का उद्देश्य इच्छुक पार्टियों को ऐसी जानकारी प्रदान करना है, जो इस बोली के अनुसार उनके आवेदन तैयार करने में उनके लिए उपयोगी हो सकती है। इस बोली में ऐसे कथन शामिल हैं, जो बोली के संबंध में प्राप्त विभिन्न मान्यताओं और आकलनों को दर्शाते हैं, जो शायद सटीक न हों। प्राधिकरण, अपने पूर्ण विवेकाधिकार में, लेकिन ऐसा करने के लिए किसी भी दायित्व के बिना, इस बोली में निहित जानकारी, मूल्यांकन या मान्यताओं को अद्यतन, संशोधित या पूर्ण कर सकता है।

प्रथम मंजिल, एमटीएनएल बिल्डिंग, 9, सीजीओ कॉम्प्लेक्स, लोधी रोड, नई दिल्ली-110003, भारत  
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सीआईएन सं./CIN No. : U73100DL2012NPL233152

## 2.0. पृष्ठभूमि/ 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. उद्देश्य/ Objective

Biotechnology Industry Research Assistance Council (BIRAC), 1st Floor, MTNL Building, 9 CGO Complex, invites BIDS for engaging agency for providing Annual Maintenance Contract (AMC) of IT Equipment's and the provision of two manpower.

## 4.0. कार्य विषय-क्षेत्र/ Scope of Work

1. The comprehensive maintenance includes inspection, period servicing, replacement/repair of defective parts, components etc. of those equipment's mentioned in **Schedule-I**
2. Manpower should be stationed in BIRAC office for providing support and resolving problems related to Computer Hardware, Software, and Printers etc. items covered under AMC. **The cost of manpower shall be decided subsequent to the signing of contract.**
3. Breakdown maintenance of equipment's- whenever the fault in the systems is reported, system will be made operational within **24 hours** of inspection of fault. In case equipment is not repaired within **24 hours**, standby arrangements shall be provided by the bidder at no extra cost. In case any equipment is required to be taken out from the office premises for repair/ replace, a stand-by equipment of matching configuration/capacity or higher configurations should be made available.
4. If any spare/part that is not covered under scope of AMC is to be repaired/replaced, then bidder shall submit the proforma Invoice (for the cost of new spare) to BIRAC for the approval of cost. In that case, the cost of such spare/part will be paid after successful repair, installation and commissioning of repaired equipment at BIRAC. In case of need to replace any spare/part, the bidders shall provide original make genuine parts/components of similar or high configuration
5. If any IT item is added or deleted during the AMC period, then the total cost of AMC will differ as per unit price quoted by bidder.
6. If any IT item is purchased during the AMC period, then the AMC cost of that Item will be charged on actual basis.
7. The bidder should undertake preventive maintenance by checking all the **"IT equipments"** at least once in a month and confirm that the equipments are in the best of working conditions.
8. No Extra Cost will be paid for the items covered under AMC.
9. The bidder shall bear all the expenses towards taxes, freight and customs duty etc. for

providing the required spare/part under the annual maintenance contract.

10. The bidder and its employees are mutually obliged to keep secret all information not universally known as well as any material about the other party and this duty of secrecy also applies after completion of the task and after the expiry of this agreement.
11. The bidder represents and warrants to BIRAC that it is under no contractual or other restrictions or obligations which are inconsistent with the extension of this Agreement, or which will interfere with the performance of its Duties.
12. Support shall be on-Site for all the equipment's and also includes resolution of all system related problems.
13. Support will be given 24\*7 with SLA of 2 hours.
14. Installation and Shifting of entire network set up with all equipment's in case organization shifts to new premises.
15. Bidder's executive will visit as and when required and check the whole BIRAC network setup in order to ensure the proper functioning of office.
16. Any items beyond the scope of AMC or Consumable items like power adapter, batteries, UPS etc will be provided/ replaced on actual cost basis.
17. All Software related to IT, can be procured and installed by the Bidder's Company e.g. MS Office, Antivirus, etc.
18. If Server replacement is required, in that case Server and all its relevant parts will be procured from the AMC Bidder's Company.
19. If any hardware's /software's or components & peripherals are required then (for e.g. tape drive, hard disk, SSD etc.) it will be provided by the Bidder's Company on chargeable basis.
20. The maintenance and replacement aspects not covered under manufacturer warranty, will be provided by the company on actual cost basis.
21. The recovery of data as and when required will be undertaken by the bidder on actual charge basis and on strict confidentiality conditions.
22. IT Manpower would be available at BIRAC site as per the scope of service.
23. Bidder will reserve the right to replace the IT manpower on mutual consultation.
24. The IT Manpower provided by the bidder shall not be considered as the employee of BIRAC for any purpose.
25. In case the IT Manpower takes leave for more than one day in a month, bidder would provide a suitable replacement.
26. All the peripheral device of desktops like mouse, keyboard, CPUs are covered under AMC. Replacement cost of any part will be borne by the AMC Company.
27. Installation of operating systems (Windows Server 2012, Windows Server 2008, Windows 11, Windows 10, Windows 7, Windows Vista, Windows XP, Microsoft IAS Server), antivirus packages and other application tools as desired by BIRAC at client systems.

28. Online support to users in systems, application and printer configuration.
29. Maintain the systems inventory details in proper manner and resolving anti- virus issues at client site.
30. Update of the software/drivers required for the networking components during the contract period.
31. Taking back up of systems and other related activities under windows as and when required.
32. The systems support should include the trouble shooting for Operating Systems, creating and deleting of network ID, network rights management, configuration management etc. The bidder shall carry out a monthly preventive maintenance in all the computer systems, printers and other peripherals included in AMC.
33. Movement of the systems and reinstallation at any place has to be done by the stationed manpower.
34. As part of the maintenance contract the scheduled equipment shall be numbered separately and call report should be submitted on daily basis by the manpower.
35. The preventive maintenance should be completed during the first week of every quarter.
36. The stationed manpower may be assigned any technical IT related job as and when required.
37. Desktop and Laptop maintenance:
  - Installation of software,
  - Replacement of faulty parts,
  - System formatting
  - Resolving system related errors.
  - Backup and updating of the systems on monthly basis
38. Server Management:
  - Creating new users
  - Managing accounts
  - Creating new policies for security purpose
  - Timely checking working and performance of server
  - Resolving server related issues
  - Backup of the server on weekly basis.
39. Security:
  - Providing access rights to the authorized users,
  - Security Firewall management,
  - Keep systems password protected,
  - Installation and updation of antivirus,
  - Timely Updating of antivirus to keep data secure,
  - Disabling USB ports of the systems.
  - Data security (Back up and restoration of data).
40. Network Management:
  - Proper Network Planning
  - Maintaining Network diagram of the organization

- Maintaining the inventory of all network items
  - Resolving network related issues
  - Network performance analysis and fine tuning – Monitoring of traffic, errors, bandwidth utilization, and link reliability
  - Network security audit, security systems development, implementation integration and management.
41. Printers' maintenance:
- Installation of printers (Network, USB and wi-fi)
  - Replacement of faulty parts of the printers
  - Resolving printer related issues
  - Provide printer drivers as per the requirement.
42. E-mail Services:
- Mail account management – creation, deletion and transfer/forward.
  - Configuring Microsoft outlook on systems,
  - Timely back up of mails.
43. Any other relevant services for AMC of associated peripherals.
44. Inventory of all AMC items.
- Keeping track of no. of desktops, laptops and printers in the organization.
  - Keeping track of license keys of all licensed software.
  - In case any equipment is required to be taken out from the office premises for repair/ replace, a stand-by equipment of matching configuration/capacity or higher configurations may be provided for meeting purpose.
45. Replacement of faulty part should be done by bidder.

### **श्रमशक्ति की भूमिका/ Role of Manpower: IT**

1. To resolve IT related issues in BIRAC Office.
2. To resolve IT- Network related issues.
3. To provide IT support in the meetings.
4. To Backup DATA of the Server and employee's system.
5. To manage firewall and Server.
6. To launch complain in case of any fault in IT related items (e.g. Desktop, Laptop, Server, UPS, IT Software etc.) and get the item repaired.
7. To make Inventory for the IT Hardware/Software's items and update it on regular basis.
8. To manage user's account and DATA on BIRAC Server.
9. To apply restrictions on user's computer as per the BIRAC security guidelines.
10. To manage Biometric Systems.
11. To update and manage all software's installed in all the systems in BIRAC office.
12. To ensure that all the IT items including CCTV Cameras are working properly.
13. Desk Side Assistance
  - Hardware break fix
  - Operating system support
  - Printer Installation
  - Windows Patch Updates
  - User Orientations



14. Network Management
  - Monitoring the Network devices
  - Check the LAN / WAN Connectivity
15. Virus Control & Management
  - Installing anti-virus software on all desktops
  - Virus Scanning and cleaning
  - Virus DAT updates
  - User orientation and Virus control
16. Vendor's Management
  - Coordination with vendors for any Problem
  - Make a track for each call.
  - Take Follow-ups from ISP in case of any down
17. Call logging
  - Maintain a call log for all call logged.
  - Maintain log for backup
18. Manpower should be stationed in BIRAC as per official timing of BIRAC and can be called on weekend on requirement basis.
19. Installation of Digital Signatures in user's system and troubleshooting in case of any issue.

## 5.0. बोलीदाताओं को निर्देश/ Instructions to Bidders

5.1. Bidders may visit the official website of BIRAC India <https://www.birac.nic.in/> to understand the activities carried out by BIRAC. 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 up to the satisfaction of the BIRAC in every respect will be at Bidders' risk and responsibility and may result in the rejection of its Bids.

5.1. 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.

## 5.2. बोली की भाषा/ Language of Bid

The bid prepared by the bidders and all correspondence and documents exchanged between the bidders and BIRAC relating to the Bid submitted shall be in English or bilingual (Hindi and English) language. However, printed literature furnished by the bidders 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.

## 5.3. बोली पर हस्ताक्षर करना/ Signing the Bid

The bid shall be signed by the bidders or a person duly authorized to bind the bidders 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. बोली लगाने की लागत/ Cost of Bidding

The bidders 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.

## 5.5. बोली की वैधता/ Validity of Bids

5.5.1. 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.

5.5.2. In exceptional circumstances, BIRAC may solicit the bidders' consent to an extension of the period of validity.

## 5.6. विवरण जमा करना/ Submission Details

Bidders are requested to go through all pre-qualification requirements, scope of work for execution & requirements w.r.t. technical / financial capabilities for acceptance and submission of documents for verification by BIRAC.

Bids are to be submitted in sealed covers as per the details given below.:

- i) Authorization letter (**Annexure-I**)
- ii) 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:
  - a) **1<sup>st</sup> 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-II)** with all stamped and signed supporting documents.
  - b) **2<sup>nd</sup> 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-III)** with all stamped and signed supporting documents.
  - c) **3<sup>rd</sup> 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-IV**).
- iii) Only one bid should be included in one cover.
- iv) The bid which fails to comply with the above instructions shall be summarily rejected.
- v) Transfer of Bid Document - Non Transferable
- vi) Price bids, which remain unopened with BIRAC, will not be returned to the concerned bidders.
- vii) Any change in the price after opening of the bids will not be considered.
- viii) 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.
- ix) The cost for preparing the BID including visits by the bidder to BIRAC Office is not reimbursable.
- x) BIRAC reserves the right to call for any clarifications confined in the broad scope, wherever such a clarification become necessary for proper judgment in evaluation.

#### 5.7. सम्प्रेषण/ जमा करने का पता/ Address of Submission/communication

**The sealed envelope should be addressed to:**

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

#### 5.8. बोली में संशोधन और परिशिष्ट/ Amendments and Addendum to Bid

- 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 bidders 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](http://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.

### 5.9. अपसामान्य दरें/ Abnormal Rates

The bidder is expected to quote rate after careful analysis of cost involved considering all specifications and conditions of contract. In case it is noticed that the rates quoted by the bidder are unusually high or unusually low, it will be a sufficient ground for rejection of the tender unless the reasonableness of the rates is convincing. For scrutiny, the analysis for such rates is to be furnished by the bidder on demand.

### 5.10. एमएसएमई और स्टार्ट अप के लिए विशेष विचार/ Special consideration for MSME & Start Ups

BIRAC is an equal opportunity provider, hence, MSME owned by women and SC & ST is encouraged to apply.

If the bidding entity is registered under (i) Micro & Small Enterprises at District Industry center 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 qualifies 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 stand on equal Price Quote, then the bidder having more relevant experience can be considered for award of contract.

### 5.11. हितों का टकराव/ Conflict of Interest

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

### 5.12. एजेंसी के अधिकार/ Warranty of the agency

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

### 5.13. बोली अस्वीकार होने की शर्तें/ 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. It is not given in the prescribed format as per clause 5.6.
4. The bid has not been indexed or properly paginated and details provided in PQC Checklist (clause 7.0) and TEC (clause 8.0) are not submitted.
5. Supporting documents to substantiate the PQC & TEC have not been submitted.
6. 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 point no. 4 of clause 7.0 i.e. PQC).
7. All Declarations/undertakings/information have not been provided on the Letter Head of the Bidders, duly signed and stamped.
8. At any time, a material misrepresentation is made or uncovered
9. The agency/ firm/entity does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the bid.

#### 5.14. कार्य संबंधी नियम और शर्तें/ 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 3 (Three) Years thereafter extendable by another 2 (two) years on mutually agreed terms & conditions and based on the performance of the agency.
- 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) भुगतान संबंधी शर्तें/ PAYMENT TERMS

1. Contractor shall submit the bills on approved Performa to In-charge Administration on quarterly basis for the services provided under the contract. The bills should be submitted by the 25th day of last month of corresponding quarter. 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.

#### 5.15. अस्वीकरण/ Disclaimer

- a. BIRAC shall not be responsible for any late receipt of applications for any reasons whatsoever.
- b. BIRAC reserves the right to reject all applications without assigning any reasons thereof.
- c. 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.
- d. To include any other item in the Scope of work at any time after consultation with bidders or otherwise.
- e. BIRAC reserves the right to reject all the bids without assigning any reasons.

#### 5.16. क्षेत्राधिकार/ 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-** Bids with Authorization Letter (*Annexure - I*) shall only be considered for opening of Pre- Qualification Criteria (PQC) Envelope.

**6.3. Pre-Qualification Criteria (PQC) (*Annexure - II*)** - The bids shall be verified based on the documents submitted for PQC. Checklist provided at Annexure – II 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 - III*)

Each bidder shall be assigned scores on relative marking basis under each parameter as given in the Technical evaluation criteria. 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 -IV*)

- 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 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.
- iii) The bidder is expected to quote rate after careful analysis of cost involved considering all specifications and conditions of contract. In case it is noticed that the rates quoted by the bidder are unusually high or unusually low, it will be a sufficient ground for rejection of the tender unless the reasonableness of the rates is convincing. For scrutiny, the analysis for such rates is to be furnished by the bidder on demand.
- 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 initial duration of 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 bidder 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., If MSME status is being claimed then related documents must also be submitted at PQC stage itself. Such as proof of MSME being owned by women/SC & ST, or any other document such as udhyog aadhar.
2.	The bidder 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 bidder must have at least 5 years of experience in providing similar services	Self-attested Copy of the work orders and letter of successful completion from the client
4.	The bidder has to be profitable and should not have incurred loss in preceding three years	Certificate with UDIN number from the of the Organization/Audited Balance sheets for last three financial years, Income Tax return
5.	The bidder should have completed similar kind of work in <b>anyone</b> 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 bidder should not have been blacklisted by any Central /State Government / Public Sector Undertaking, Govt. of India.	Undertaking on the Letter Head of the agency duly signed & Stamped by Authorized Signatory <b>(Annexure - V)</b>
7.	The bidder must have an established office in Delhi/NCR.	Electricity/Telephone Bill or any other supporting document stating the office address duly certified by the Owner/Authorized Representative of the Company
8.	The bidder 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 agency's Letter Head, duly signed and stamped by the Authorized Signatory <b>(Annexure - VI)</b>
9.	The bidder 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 agency's Letter Head, duly signed and stamped by the Authorized Signatory <b>(Annexure - VII)</b>

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

## 8.0 Technical Evaluation Criteria

Sl. No.	Technical Evaluation Criteria (Documentary Evidences are to be attached as the scoring will be done based on the submitted documents)	Maximum Score (Total 100)	Indicative Supporting Documents
1.	Past Experience in similar kind of work (AMC of IT equipment's) in reputed Organizations	20	Self-attested Copy of the work order and letter of successful completion from the client
2.	Minimum one certificates required. i.e., CMMI Level 3 or above, ISO 9001:2015, ISO 20000, ISO 27001 etc.	20	Self-attested copy of certificates
3.	Turnover in immediate preceding three financial years.	20	Certificate with UDIN number from the of the Organization/Audited Balance sheets for immediate preceding three financial years, Income Tax return
4.	Total number of Central Govt./State Govt./PSUs/Govt. bodies in India in preceding ten years in which the similar work has been executed.	20	Self-attested Copy of the work order and letter of successful completion from the client
5.	Project Completion and Performance certificate duly certified by the organization with date and stamp.	20	Project Completion and Performance certificate duly certified by the organization with date and stamp

**Note:** *Documentary Evidences are mandatorily to be submitted along with the annexures as the scoring will be done based on the submitted documents.*

**Schedule - I [List of IT Equipment installed in BIRAC office]**

S.No.	Particular	Quantity	Description
1	Desktop	71	1 Desktop are under warranty till 6-Aug-2023
2	Laptop	17	5 laptops are under warranty till 27.9.2022 3 laptops are under warranty till 29.7.2023. 3 laptops are under warranty till 30.5.2023 13 laptops are under warranty till 31.1.2024 3 laptops are under warranty till 29.3.2024 28 Laptops are under warranty till 8.7.2024 3 Laptops are under warranty till 9.3.2025
3	Canon LBP 2900	9	
4	Hp 2135 Deskjet	1	
5	Canon Image Class MF244 DW	1	
6	Canon LBP 6230 DN	1	
7	Canon MF633CDW	1	
8	Canon E480	1	
9	Canon image Class MF229DW	1	
10	Hp Photocopy LaserJet MFP E82550	2	
11	CCTV Cameras with DVR	23 CCTV & 1 DVR	
12	Biometric Machines (with software)	4	
13	Dell Server with windows server 2012 R2 (Rack server with 16 cores processor 32 GB RAM, 4TB usable space Raid 5)	1	
14	IBM Server with Windows Server 2008 R2 Configuration and maintenance AMC (Hardware and Software Support)	1	
15	UPS 5 KVA	1	
16	UPS 3 KVA	3	
17	UPS 1 KVA	1	
18	UPS 6 KVA	2	
19	10 KVA UPS	2	
20	Switches with Networking	10	
21	Rack Mount Pullout LCD (20 inches) Keyboards with KVM Switch	1	
22	Firewall - Sophos	1	Under warranty
23	Hp color Laser jet M480	1	Under warranty till 30.03.2023

**Annexure-I**

**Letter of Authorization**

(To be submitted on Agency's Letter Head)

To,

The Head-HR & Administration,  
Biotechnology Industry Research Assistance Council (BIRAC)  
1<sup>st</sup> Floor, MTNL Building,  
9 CGO Complex, Lodhi Road,  
New Delhi -110003

**Subject: Letter for Authorized Signatory**

Ref. No. BIRAC/HR&A/007/2022/ENQ- 32

Dear Sir / Madam,

This has reference to your above-mentioned bid for engaging agency for providing Annual Maintenance Contract (AMC) of IT Equipment's and the provision of two manpower at Biotechnology Industry Research Assistance Council (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.***

**Annexure-II****PQC Covering Letter**  
**(To be submitted on Agency's Letter Head)**

Ref. No.: BIRAC/HR&amp;A/007/2022/ENQ- 32

To,

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

**Sub: Limited Tender enquiry (LTE) for engaging agency for providing Annual Maintenance Contract (AMC) of IT Equipment's and the provision of two manpower at Biotechnology Industry Research Assistance Council (BIRAC).**

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.

<b>Sl. No.</b>	<b>Description</b>	<b>Response</b>
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.	Pre-Qualification Criteria	Supporting Documents Required	Type of Document	Page number of the supporting document
1.	The bidder 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., If MSME status is being claimed then related documents must also be submitted at PQC stage itself. Such as proof of MSME being owned by women/SC & ST, or any other document such as udhyog aadhar.		
2.	The bidder 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 bidder must have at least 5 years of experience in providing similar services	Self-attested Copy of the work orders and letter of successful completion from the client		
4.	The bidder has to be profitable and should not have incurred loss in preceding three years	Certificate with UDIN number from the of the Organization/Audited Balance sheets for last three financial years, Income Tax return		
5.	The bidder should have completed similar kind of work in <b>anyone</b> 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 bidder should not have been blacklisted by any Central /State Government / Public Sector Undertaking, Govt. of India.	Undertaking on the Letter Head of the agency duly signed & Stamped by Authorized Signatory ( <b>Annexure - V</b> )		
7.	The bidder must have an established office in Delhi/NCR.	Electricity/Telephone Bill or any other supporting document stating the office address duly certified by the Owner/Authorized Representative of the Company		

Sl. No.	Pre-Qualification Criteria	Supporting Documents Required	Type of Document	Page number of the supporting document
8.	The bidder 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 agency's Letter Head, duly signed and stamped by the Authorized Signatory <b>(Annexure - VI)</b>		
9.	The bidder 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 agency's Letter Head, duly signed and stamped by the Authorized Signatory <b>(Annexure - VII)</b>		

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 : \_\_\_\_\_

**Annexure-III****Technical Evaluation Criteria TEC**  
**(To be submitted on Agency's Letter Head)**

Ref. No.: BIRAC/HR&amp;A/007/2022/ENQ- 32

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

**Sub: Limited Tender enquiry (LTE) for engaging agency for providing Annual Maintenance Contract (AMC) of IT Equipment's and the provision of two manpower at Biotechnology Industry Research Assistance Council (BIRAC).**

Sl. No.	Technical Evaluation Criteria	Indicative Supporting Documents	Type of Document	Page number of the supporting document
1.	Past Experience in similar kind of work (AMC of IT equipment's) in reputed Organizations	Self-attested Copy of the work order and letter of successful completion from the client.		
2.	Minimum one certificates required. i.e., CMMI Level 3 or above, ISO 9001:2015, ISO 20000, ISO 27001 etc.	Self-attested copy of certificates.		
3.	Turnover in immediate preceding three financial years.	Certificate with UDIN number from the of the Organization/Audited Balance sheets for immediate preceding three financial years, Income Tax return.		
4.	Total number of Central Govt./State Govt./PSUs/Govt. bodies in India in preceding ten years in which the similar work has been executed.	Self-attested Copy of the work order and letter of successful completion from the client.		
5.	Project Completion and Performance certificate duly certified by the organization with date and stamp.	Project Completion and Performance certificate duly certified by the organization with date and stamp.		



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 : \_\_\_\_\_

**Annexure-IV****Format for Price Bid**  
**(To be submitted on Agency's Letter Head)****Ref. No. - BIRAC/HR&A/007/2022/ENQ- 32**

To,

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

**Sub: Limited Tender enquiry (LTE) for engaging agency for providing Annual Maintenance Contract (AMC) of IT Equipment's and the provision of two manpower at Biotechnology Industry Research Assistance Council (BIRAC).**

S.No.	Particular	Quantity	AMC Cost Per Unit/year (Exclusive of all taxes)	Total Price/year (Exclusive of all taxes)	Comments
1	Desktops	71*			
2	Laptops	17*			
3	Canon LBP 2900 Printer	9			
4	HP 2135 Deskjet	1			
5	Canon Image Class MF244 DW	1			
6	Canon LBP 6230 DN	1			
7	Canon MF633CDW	1			
8	Canon E480	1			
9	Canon Images class MF229DW	1			
10	HP LaserJet MFP E82550	2			
11	CCTV Cameras and DVR	23			
12	Biometric System (With Software)	4			
13	Dell Server with Windows Server 2012 R2 (Rack server with 16 core processor 32 GB RAM, 4TB usable space Raid 5)	1			
14	IBM Server with Windows Server 2008 Configuration and maintenance AMC	1			

S.No.	Particular	Quantity	AMC Cost Per Unit/year (Exclusive of all taxes)	Total Price/year (Exclusive of all taxes)	Comments
	(Hardware and Software Support)				
15	Online UPS 5 KVA	1			
16	Online UPS 3 KVA	3			
17	Online UPS 1 KVA	1			
18	Online UPS 6 KVA	2			
19	Online UPS 10 KVA	3			
20	Switch with Networking	10			
21	Firewall Device (Sophos)	1			
22	Rack Mount Pullout LCD (20 inches) Keyboards with KVM Switch	1			
23	Hp color Laser jet M480	1			
<b>Total (Exclusive of taxes)</b>					

**Note:**

- a. For IT Item mentioned at s.no.1, currently 71 desktops should be included in AMC as 1 desktop is already in warranty.
- b. For IT Item mentioned at s.no.2, currently 17 laptops should be included in AMC as 55 laptops are already in warranty.
- c. For IT Item mentioned at s.no.19, Firewall device warranty is upto 05 December 2024
- d. Please mentioned per unit cost of all the Items mentioned above
- e. All price should be exclusive of all taxes
- f. 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.
- g. Rate against each item should be quoted in all sections of the Price Bid Format.
- h. If any item in the price bid is left blank/Zero/NIL/Free the bid may not be considered for evaluation.
- i. The Agencies will not indicate separate discount, discount if any should be merged in the quoted rates.
- j. If there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- k. The cost of manpower shall be decided subsequent to the signing of contract.
- l. Special consideration will be given to MSMEs and Start-ups as per clause 5.10 indicated above.
- m. 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.

**Annexure-V**

**UNDERTAKING WITH REGARD TO BLACKLISTING**

(To be submitted on Agency's Letter Head)

**Ref. No. BIRAC/HR&A/007/2022/ENQ- 32**

To,

The Head-HR & Administration,  
Biotechnology Industry Research Assistance Council (BIRAC)  
1<sup>st</sup> 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 : \_\_\_\_\_

**Annexure-VI**

**UNDERTAKING WITH REGARD to NON-LITIGATION**

(To be submitted on Agency's Letter Head)

**Ref. No. BIRAC/HR&A/007/2022/ENQ- 32**

To,

The Head-HR & Administration,  
Biotechnology Industry Research Assistance Council (BIRAC)  
1<sup>st</sup> 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 : \_\_\_\_\_

**Annexure-VII**

**UNDERTAKING WITH REGARD to PRE- EXIT OR TERMINATION**

(To be submitted on Agency's Letter Head)

**Ref. No. BIRAC/HR&A/007/2022/ENQ- 32**

To,  
The Head-HR & Administration,  
Biotechnology Industry Research Assistance Council (BIRAC)  
1<sup>st</sup> 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 : \_\_\_\_\_

**Annexure -VIII**

**SERVICE AND CONFIDENTIALITY AGREEMENT**

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2021 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

\_\_\_\_\_ a company registered under the Companies Act 2013, 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 and Tender Document shall be integral part of this Agreement.

WHEREAS BIRAC desires to engaging agency for providing Annual Maintenance Contract (AMC) of IT Equipment's and the provision of two manpower at Biotechnology Industry Research Assistance Council (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.
- 2. Headings and subheadings are for convenience only and shall not be deemed to be a part of this Agreement.**

### **3. EFFECT OF CONTRACT**

- i. The Contract shall be effective for an initial period of 3 (Three) Years thereafter extendable by another 2 (two) years based on the performance of the agency on mutually agreed Terms & 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.

### **4. 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.

## **5. 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.

## **6. 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.

## **7. 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.

## **8. 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.

## **9. 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.

## **10. 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.

## **11. 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 read with The New Delhi International Arbitration Centre Act, 2019. 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.

## **12. 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.

## **13. 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.

## **14. 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.

**15. AMENDMENTS OR WAIVER**

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

**16. 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.....