

जैव प्रौद्योगिकी उद्योग अनुसंधान सहायता परिषद
(बाइरैक)

(भारत सरकार का उपक्रम)

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

(A Govt. Of India Enterprise)



खुली निविदा पूछताछ-
स्टेशनरी सामग्री की आपूर्ति हेतु दर अनुबंध
(प्रिंटिंग के साथ तथा उसके बिना)

**OPEN TENDER ENQUIRY –
RATE CONTRACT FOR SUPPLY OF STATIONERY ITEMS
(WITH & WITHOUT PRINTING)**

[No. BIRAC/HR&A/007/2022/ENQ - 34]

कार्यालय का पता

प्रथम तल, एमटीएनएल बिल्डिंग, 9 सीजीओ कॉम्प्लेक्स,
लोधी रोड, नई दिल्ली-110003
(स्कोप कॉम्प्लेक्स के बगल में, गेट नंबर 13 के सामने, जेएलएन स्टेडियम)
फोन: + 91-11-24389600

OFFICE ADDRESS

First Floor, MTNL Building, 9, CGO Complex,
Lodhi Road, New Delhi-110003
(Next to Scope Complex, Infront of Gate no. 13, JLN Stadium)
Phone: + 91-11-24389600

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जैव प्रौद्योगिकी उद्योग अनुसंधान सहायता परिषद
(भारत सरकार का उपक्रम)
Biotechnology Industry Research Assistance Council
(A Government of India Enterprise)

खुली निविदा पूछताछ
OPEN TENDER ENQUIRY

1.0. निमंत्रण पत्र/ Letter of Invitation

जैव प्रौद्योगिकी उद्योग अनुसंधान सहायता परिषद (बाइरैक), नई दिल्ली ने बाइरैक में "स्टेशनरी वस्तुओं की आपूर्ति हेतु दर अनुबंध (प्रिंटिंग के साथ तथा उसके बिना)" प्रदान करने हेतु संलग्न एजेंसी के लिए मुहरबंद बोलियां आमंत्रित की हैं। बोली की मुख्य विशेषताएं हैं:

Biotechnology Industry Research Assistance Council (BIRAC), New Delhi invites sealed BIDS for engaging agency for providing "Rate Contract for Supply of Stationery Items (with & without printing)" at BIRAC. The salient features of the bid are:

बोली संख्या/ Bid No:	BIRAC/HR&A/007/2022/ENQ- 34
संक्षिप्त विवरण/ Brief Description:	स्टेशनरी वस्तुओं की आपूर्ति के लिए दर अनुबंध (प्रिंटिंग के साथ तथा उसके बिना)/ Rate Contract for Supply of Stationery Items (with & without printing)
श्रेणी/ Category:	सामान/ Goods
अनुमानित मात्रा/ Approximate Quantity:	आवश्यकता आधारित/ Need Based
अनुबंधनकाल/ Contract Period:	3 (तीन) वर्ष तथा इसके बाद पारस्परिक रूप से सहमत नियमों और शर्तों पर 2 (दो) वर्षों तक बढ़ाया जा सकता है।/ 3 (Three) Years thereafter extendable by another 2 (two) years on mutually agreed terms & conditions.
बोली आरंभ करने का स्थान/ Bid Originating Location:	बाइरैक का कार्यालय, नई दिल्ली/ BIRAC Office, New Delhi
बोली का प्रकार/ Type of bid:	खुली निविदा पूछताछ/ Open Tender Enquiry
बोली दस्तावेज़ की लागत (रू. में)/ Cost of bid document (IN INR):	शून्य/ NIL
बयाना राशि जमा (रू. में)/ Earnest money Deposit (IN INR):	शून्य/ NIL
प्रदर्शन बैंक गारंटी (रू. में)/ Performance Bank Guarantee (IN INR):	शून्य/ NIL

बोली दस्तावेज का निर्गम/बिक्री/ Issue / Sale of Bid document:	बाइरैक की वेबसाइट और सेंट्रल पब्लिक प्रोक्योरमेंट पोर्टल (सीपीपीपी) से डाउनलोड करने योग्य/ Downloadable from BIRAC Website & Central Public Procurement Portal (CPPP)
बोली प्रकाशन तिथि/ Bid Publication Date:	22 जुलाई 2022
साइट विज़िट तिथियां/ Site Visit Dates:	लागू नहीं/ NA
प्री-बिड मीटिंग, दिनांक, समय/ Pre-bid Meeting, Date, time:	लागू नहीं/ NA
बोली जमा करने की अंतिम तिथि और समय/ Last Date & Time for Submission of BID:	12 अगस्त 2022 दोपहर 02:00 बजे तक
बोली खुलने की तिथि और समय/ Bid Opening Date & Time:	12 अगस्त 2022 दोपहर 02:30 बजे
बोली जमा करने और खुलने का स्थान/ Place of submission & opening of bid:	जैव प्रौद्योगिकी उद्योग अनुसंधान सहायता परिषद (बाइरैक), प्रथम तल, एमटीएनएल बिल्डिंग, 9 सीजीओ कॉम्प्लेक्स, लोधी रोड, नई दिल्ली - 110003/ Biotechnology Industry Research Assistance Council (BIRAC), 1st Floor, MTNL Building, 9 CGO Complex, Lodhi Road, New Delhi – 110003
अनुबंध की अनुमानित वार्षिक लागत/ Estimated Annual Cost of Contract:	लागू नहीं/ NA
कार्य पूर्ण होने का समय/ Job completion time:	अनुबंध की अवधि/ Period of Contract
साइट की जगह/ Site Location:	जैव प्रौद्योगिकी उद्योग अनुसंधान सहायता परिषद (बाइरैक), प्रथम तल, एमटीएनएल बिल्डिंग, 9 सीजीओ कॉम्प्लेक्स, लोधी रोड, नई दिल्ली - 110003/ Biotechnology Industry Research Assistance Council (BIRAC), MTNL Building, 9 CGO Complex, Lodhi Road, New Delhi – 110003
पूर्व योग्यता मानदंड/ Pre-Qualification Criteria:	7.0 खंड के अनुसार/ As per Clause - 7.0
बोली वैधता/ Bid Validity	बोली समाप्ति तिथि से 90 दिन/ 90 days from the Bid Closing Date

सेंट्रल पब्लिक प्रोक्योरमेंट पोर्टल (सीपीपीपी)। 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।

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.

योग्य बोलीदाताओं को अपनी बोली सीलबंद लिफाफों में निर्धारित प्रारूप में भेजने के लिए आमंत्रित किया जाता है, जैसा कि बोली दस्तावेज में दर्शाया गया है।

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

धन्यवाद/ Thanking you,

भवदीय/ Yours faithfully,

प्रमुख – मानव संसाधन व प्रशासन/ Head – HR & Admin
बाइरैक/ For BIRAC

अस्वीकरण: यह बोली एक समझौता नहीं है और न ही संभावित आवेदकों या किसी अन्य व्यक्ति के लिए प्राधिकरण द्वारा एक प्रस्ताव और न ही निमंत्रण है। इस बोली का उद्देश्य इच्छुक पार्टियों को ऐसी जानकारी प्रदान करना है जो इस बोली के अनुसार उनके आवेदनों के निर्माण 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 अपडेट, संशोधित या पूरक कर सकता है।

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.

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

2.0. Background

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

3.0. Objective

Biotechnology Industry Research Assistance Council (BIRAC), 1st Floor, MTNL Building, 9 CGO Complex, invites BIDS for engaging agency for Rate Contract for Supply of Stationery Items (with & without printing).

4.0. Scope of Work

- a. The Scope of Rate Contract for Supply & Specifications (with & without printing) of Stationery items to BIRAC is detailed at **Annexure - III** attached herein.
- b. Any Stationery item apart from the Scope of Work given at **Annexure - III** will have to be supplied by the agency selected by virtue of result of this tender at competitive price.

5.0. 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.

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.

5.1. 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.

5.2. 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.

5.3. 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.

5.4. Validity of Bids

5.4.1. 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.

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

5.5. 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) **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 - II)** with all stamped and signed supporting documents.
 - b) **2nd Inner Sealed Cover** - The second 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 - III**).
- 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.
- 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.

5.6. 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)

5.7. 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) before the last date of submission.

- iii. In order to allow the bidders reasonable time to take the amendment into account in preparing their bids, the BIRAC may at its discretion, extend the deadline for the submission of Bids and any such extension will be notified by BIRAC.

5.8. 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.

5.9. Special consideration for MSME & Startups

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

5.10. Conflict of Interest

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

5.11. 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.

5.12. 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 5.5.
4. The bid has not been indexed or properly paginated and details provided in PQC Checklist (clause 7.0) are not submitted.
5. Supporting documents to substantiate the PQC 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.

5.13.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 - VII**). 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) **PAYMENT TERMS**
 1. The regular bills for the stationery items supplied shall be submitted by the contractor on or before 25th of the last month. The payment will be made after submission of Invoice. 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.

5.14.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.

5.15.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 opening of financial bid.

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

6.5. Price Bid (*Annexure - III*)

- i) The price bid of the PQC Qualified bidders shall be opened on stipulated date and time by the Committee in the presence of bidders present.
- ii) As per the Scope of Supply, Specifications & Price Format for Stationery Item given at Annexure III, the bidder have to quote against each Item & Brand
- iii) The Scope of Supply, Specifications & Price Format for Stationery Item is divided into two sections 1. General Stationery Items (Non-Printed) & 2. Stationery Items (Printed)
- iv) The Bidder must give Subtotal of Section 1 in the end of the Section 1 as: Sub Total (A) & Subtotal of Section 2 as : Sub Total (B)
- v) The Total of (A) & (B) will then be done in the end, as given Total (A) + Total (B). The Lowest quote arrived on the basis of the above will then be considered as L1 and the work will be awarded accordingly.

Note: (a) If there is any discrepancy in the unit price & total price, the unit price will prevail and the total price will be corrected accordingly.

(b) If there is any discrepancy between words and figures the amount in words shall prevail

- vi) 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.
- vii) 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.

viii) Special Considerations for MSME / Startups

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) Startups 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.

- ix) The Bidder shall complete the price bid furnished in the bidding document.
- x) Price bid quoted by the successful bidder shall be held firm during initial duration of contract.
- xi) 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.
- xii) 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.
- xiii) The bidders shall not indicate separate discount. Discount if any should be merged in the quoted rates.
- xiv) 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.

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 supply of stationery items.	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 (FY 2018-19, 2019-20 & 2020-21)	Certificate with UDIN number from the of the Organization/Audited Balance sheets for last three financial years & Income Tax return
5.	The bidder should be empaneled in anyone 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 (Annexure - IV)
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 (Annexure - V)
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 (Annexure - VI)

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

Annexure - I

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 -110003

Subject: Letter for Authorized Signatory

Ref. No. BIRAC/HR&A/007/2022/ENQ- 34

Dear Sir / Madam,

This has reference to your above-mentioned bid for engaging agency for Rate Contract for Supply of Stationery Items (with & without printing) 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&A/007/2022/ENQ- 34

To,

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

Sub: Open Tender enquiry for engaging agency for Rate Contract for Supply of Stationery Items (with & without printing) 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.

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.	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 (FY 2018-19, 2019-20 & 2020-21)	Certificate with UDIN number from the of the Organization/Audited Balance sheets for last three financial years, Income Tax return		
5.	The bidder should be empaneled in anyone 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 (Annexure - IV)		
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		

Sl. No.	Pre-Qualification Criteria	Supporting Documents Required	Type of Document	Page number of the supporting document
		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 (Annexure - V)		
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 (Annexure - VI)		

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**Format for Price Bid**
(To be submitted on Agency's Letter Head)**Ref. No. - BIRAC/HR&A/007/2022/ENQ- 34**

To,

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

Sub: Open Tender enquiry for engaging agency for Rate Contract for Supply of Stationery Items (with & without printing) at Biotechnology Industry Research Assistance Council (BIRAC).

Bidder must quote against each and every Item (Material Description) & Brand cited below, for due evaluation. Omission to quote against any Item (material description) & Brand will result in rejection of the bid.

The bidders will not indicate separate discount. Discount if any should be merged in the quoted rates. Discount of any type indicated separately will not be taken into account for evaluation purpose. In case, however the bidder is evaluated as lowest bidder (without considering its discount) and contract is awarded by BIRAC, in that case BIRAC will place LOA considering the quoted discount and will avail the discount while actually paying for the rendered services.

**SECTION 1: Scope of Supply,
Specifications & Price Format for Stationery Items**

S. No.	ITEM: Material Description	Unit	Brand Required	Unit Rate (Rs)	Estimated Annual Requirement
a	b	c	d	e	g
1	Attendance Register side cloth (with complete day-wise pages)	No.	Shipra		5
			Neelgagan		
2	Pen- Reynold Fastline Blue Pen	No.	Reynold		144
3	Pen – Cello Butterflow	No.	Cello		144
4	Pen – Cello Pinpoint	No.	Cello		144
5	Pen – Cello Zipper	No.	Cello		144
6	Binder clips 12 MM	Box (12 clips per box)	Infinity		36
			Worldone		
7	Binder clips - 15 MM	Box (12 clips per box)	Infinity		36
			Worldone		
8	Binder clips - 19 MM	Box (12 clips per box)	Infinity		36
			Worldone		
9	Binder clips - 25 MM	Box (12 clips per box)	Infinity		36
			Worldone		
10	Binder clips - 32 MM	Box (12 clips per box)	Infinity		36
			Worldone		
11	Binder Clip - 41MM	Box (12 clips per box)	Infinity		36
			Worldone		

S. No.	ITEM: Material Description	Unit	Brand Required	Unit Rate (Rs)	Estimated Annual Requirement
a	b	c	d	e	g
12	Brown Tape – 2” – 65 mtr	No.	Apex		50
			Scotch		
			Wonder		
13	Cello Tape Dispenser, Small	No.	Omega		10
			Kepica		
14	Cellotape – 1” – 65 mtr.	Roll	Apex		36
			Premier		
			Wonder		
15	Cellotape - 1/2" – 65 mtr	Roll	Apex		96
			Premier		
			Wonder		
16	Colour Flags - 15mm X 75mm x 5 colors	Pad	STIC On		120
			Pos It		
			3M		
17	Coloured Separator 1-10	Packet (10 set of 10 sheet each of various colours)	Worldone		12
			Solo		
			Diplomate		
18	Copier Paper - A4 Size 75 GSM	Ream	JK		360
			Power		
19	Copier Paper –A3 Size 75 GSM	Ream	JK		24
			Power		
20	Correction fluid Pen / White Fluid Pen	No.	Kores		24
			Camlin		
21	Paper Cutter big size (14cm)	No.	Natraj		12
22	Calculator original 12 digit (equivalent to CT 512)	No.	Casio		12
			Citizen		
23	Calculator (MJ-120D) 12Digit	No.	Casio		
24	DO Paper - 80 GSM	Ream	German Make or equivalent		5
25	Double-Sided Self-Adhesive Tape - 1.1/2" (Foam)	No.	Deer Brand		5
			Premier		
			Wonder		
26	Double-Sided Self-Adhesive Tape - 1" (Foam)	No.	Deer Brand		5
			Premier		
			Wonder		
27	Duster size 24x"24" (Cloth)	No.	Good Quality		96
28	Pencil Eraser (33 mm X 17mm x 10mm)	No.	Apsara		60
29	File Board No. 31	No.	Neelgagan		60
30	CD envelope	No.	Good Quality		60
31	CD box	No.	Good Quality		48
32	Gem Clips of OFICLIP-30 mm	Box (10 Packet per Box)	Vikram		120
33	Examination Board	No.	Lotus		48
34	Gem Clips of OFICLIP-36 mm	Box (10 Packet per Box)	Vikram		60
35	Cell (Battery) AAA	No.	Duracell		60
36	Cell (Battery) AA	No.	Duracell		36

S. No.	ITEM: Material Description	Unit	Brand Required	Unit Rate (Rs)	Estimated Annual Requirement
a	b	c	d	e	g
37	Magazine Rack	No.	Solo		12
38	Paper - File Tray (3 Trays)	No.	Solo		12
39	Desk Organizer (5 Sections - Small)(Pen/Pencil holder)	No.	Solo		24
40	Report File (A4 Size)	No.	Worldone		60
			Lotus		
41	Glu Stick - 15 gms	No.	Fevi Stik-Pidilite		60
			Amox		
42	Highlighter	Packet (Set of 5 highlighter)	Luxor		60
43	Index File	No.	Omega		48
			Sona		
			Diplomate		
44	Long size Tags (Green)	Bundle	Tiger or any good quality		12
45	Magic Tape	No.	3m		10
			Scotch		
			Wonder		
46	Permanent Marker Pen	Packet. (10 pen perPacket)	Luxor		36
			Reynolds		
47	Paper cutter (small)	No.	Premier		240
48	Paper Punching Machine NO. 600 (Double Punch)	No.	Kangaroo		48
49	Action Case DC217	No.	Worldone		12
50	Action Case DC214	No.	Worldone		12
51	Document Case	No.	Worldone		24
52	CD	No.	Moser Baer		24
53	Pilot HI-Tec Point Pen V5 (Blue/Black/Red)	No.	Pilot		24
54	Pen (Ball) (blue/Black/Red)	No.	Reynold Fastline		12
55	Pencil	Box (10 pencils)	Natraj		120
			Apsara		
56	Pencil Sharpener (Box of 20)	Box	Apsara		24
			Natraj		
57	Plastic Foot ruler 12" size	No.	Camlin		60
			Star		
58	Plastic Foot ruler 24" size	No.	Camlin		60
			Star		
59	Plastic Packing Sutli	Bundle of 500 gms	Good Quality (Specify Brand)		12
60	Post it slip 2'x3' (pack of 100 sheets)	No.	Post it		48
			3M		
			Claro		
61	Post it slip 3'x3' (pack of 100 sheets)	No.	Post it		60
			3M		
62	Post it slip 3'x5' (pack of 100 sheets)	No.	Post it		48
			3M		

S. No.	ITEM: Material Description	Unit	Brand Required	Unit Rate (Rs)	Estimated Annual Requirement
a	b	c	d	e	g
			Claro		
63	Spiral Notebook (70 GSM paper) No.5(white and coloured pages)	No.	Lotus		144
			Matrix		
64	Spiral Notebook (70 GSM paper) A4 Size(white and coloured pages)	No.	Lotus		144
			Matrix		
65	Lever Arch File (LA 512)	No.	Solo		48
66	Delux Clip File (A4) DC 101	No.	Solo		120
67	Index File (MK 405)	No.	Solo		120
68	Ring Binder (A4) RB 402	No.	Solo		120
69	Ring Binder (A4)	No.	SecureX		120
70	Ring Binder 25mm File RB 400	No.	Worldone		120
71	PVC A4 Sheets (pack of 100 sheets)	No.	Solo		2
72	Display File (40 Leafs)	No.	Worldone		36
			Solo		
73	Board Pins (Push Pins) (pack of 50 pins)	No.	Oddy		12
			Claro		
			Omax		
74	Paper Pins (pack of 100 pins)	No.	Oddy		12
			Claro		
			Omax		
75	Conference Folders	No.	Worldone		12
			Solo		
			Lotus		
76	Register-Dispatch (250 pages)Cloth Bound	No.	Shipra		6
			Neelgagan		
			Amrit		
77	Register- Stock (250 pages) Cloth Bound	No.	Shipra		4
			Neelgagan		
			Amrit		
78	Register- Letter Dispatch (250 pages) Cloth Bound	No.	Shipra		4
			Neelgagan		
			Amrit		
79	Gate / Visitor RegisterCloth Bound	No.	Shipra		24
			Neelgagan		
80	Ledger Register (250 pages) Cloth Bound	No.	Shipra		4
			Neelgagan		
			Amrit		
81	Diary Register Ruled side cloth Bound	No.	Shipra		12
			Neelgagan		
			Amrit		
82	Feedback Register	No.	Shipra		4
			Neelgagan		
83	Rubber Bands - 100 gms / Packet	Packet.	Swastik		6
84	Clear Folder (Plastic folders)	Packet. of 10	Solo		36
85	Stapler HD-45	No	Kangaroo		24
86	Stapler HD- IO D	No	Kangaroo		36

S. No.	ITEM: Material Description	Unit	Brand Required	Unit Rate (Rs)	Estimated Annual Requirement
a	b	c	d	e	g
87	Stapler Pins (24/6) ¼" (6mm) leg length	Box (20 Packet per Box)	Kangaroo		60
			Max		
88	Stapler Pins (leg length 5mm)	Box (20 Packet per Box)	Kangaroo		60
			Max		
89	Sketch Pen No. 950 (Set of 12)	Set	Faber		24
			Camlin		
			Castle		
90	Scissors Size - 7"	No	Worldone		12
91	Single Punch (FP-20)	No	Kangaroo		72
92	Stapler Pin remover (SR 300)	No	Kangaroo		12
			Max		
93	White Board Marker	No	Camlin		24
			Luxor		
			Reynolds		
94	White Tag (20 tag per bundle)	Bundle	Tiger or good quality		8
95	Photo paper glossy	Ream (50 Sheets)	Neelgagan		2
96	Cobra File	No	Neelgagan		24
97	Legal Size Paper	Ream	JK		6
			Power		
SUB TOTAL (A)					

SECTION 2: Scope of Supply, Specifications & Price Format for Printing Items

S. No.	Items	Specification	Unit	Estimated Annual Requirement	Unit Rate(Rs.)
a	b	c	d	e	f
1	Letter Head (BIRAC)	Executive Bond Paper with Printing BILT - A4 Sheets on 100 GSM paper (Loose Sheets) 100 sheets on each Pad Sample if required, can be checked from BIRAC Office	Pad	50	
2	File Covers (Colour: pink, yellow, green, blue)	(Printing with BIRAC Logo) with double hole on cover & end page each Sample can be checked in BIRAC Office	No	120	
3	Envelope (White)	Screen printing, 10" X 4.5" size, with window (per packet of 250 nos.)Sun Shine 100GSM (Printing with BIRAC Logo and Address) Sample can be checked in BIRAC Office	Packet	36	
4	Envelope (White-with window)	Screen printing, 10" X 4.5" size, with window (per packet of 250 nos.)Sun Shine 100GSM (Printing with BIRAC Logo and Address) Sample can be checked in BIRAC Office	Packet	36	
5	Envelope (Yellow) Laminated	Screen printing, 12" X 10" size, (per packet of 250 nos.) Sun Shine 100GSM (Printing with BIRAC Logo and Address) Sample can be checked in BIRAC Office	Packet	36	
6	Envelope (Yellow) Laminated	Screen printing, 16" X 12" size, (per Packet of 250 nos.) Sun Shine 100GSM (Printing with BIRAC Logo and Address) Sample can be checked in BIRAC Office	Packet	36	
7	Note Sheets	Notesheet (70 GSM Paper) (with Printing with BIRAC Logo) 100 sheets on each Pad Sample can be checked in BIRAC Office	Pad	1200	
8	Meeting Pad	Sunshine Super Paper 5.5" by 8.5" size pad of 15 ruled sheets with printed coversheet with BIRAC Logo Sample can be checked in BIRAC Office	Pad	5600	
9	Notepad Spiral with BIRAC Logo.	Cover- 170 GSM Imported Art Paper Gloss + 90 GSM Super Print of 50 insidesheets (Size: 22.8 x 17.78 cms)	Pad	500	
10	Plastic Folder for papers with BIRACname and LOGO Solo LF 101 107 with printing	Size: A-4 Sample if required, can be checked in BIRAC Office Packet of 10(ten)	Packet	120	

S. No.	Items	Specification	Unit	Estimated Annual Requirement	Unit Rate(Rs.)
a	b	c	d	e	f
SUB TOTAL (B)					

TOTAL (A) + (B): _____

Amount in Words: _____

NOTE: -

1. **Estimate should be given for all items/material enlisted above. Even if a single column is left un-filled the Price Bid may not be considered for evaluation, as unit price of all items is material information.**
2. Estimated annual requirements mentioned are purely tentative and may vary and are meant for evaluation purpose only.
3. All duties, taxes and other levies payable as per the statute should not be included in the bid. The price shall be quoted exclusive of all taxes & duties.
4. Prices quotes should be inclusive of packing & forwarding charges for ON door delivery at BIRAC, NEW DELHI office for ALL ITEMS.
5. Sample can be seen / inspected by prospective bidders at the office of BIRAC, NEW DELHI, on any working day, before the Bid Closing date.
6. Successful bidder has to arrange supplies as per the samples available with BIRAC, wherever applicable.
7. **Any Stationery item apart from the Scope of Work given at Annexure III will have to be supplied on need basis by the agency selected by virtue of result of this tender at competitive price.**
8. Special consideration will be given to MSMEs and Start-ups as per clause 5.9 indicated above.
9. 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.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Date: _____

Seal of the Bidder:

Annexure - IV

UNDERTAKING WITH REGARD TO BLACKLISTING

(To be submitted on Agency's Letter Head)

Ref. No. BIRAC/HR&A/007/2022/ENQ- 34

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 : _____

Annexure - V

UNDERTAKING WITH REGARD TO NON-LITIGATION
(To be submitted on Agency's Letter Head)

Ref. No. BIRAC/HR&A/007/2022/ENQ - 34

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 : _____

Annexure - VI

UNDERTAKING WITH REGARD to PRE-EXIT OR TERMINATION

(To be submitted on Agency's Letter Head)

Ref. No. BIRAC/HR&A/007/2022/ENQ - 34

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 : _____

Annexure -VII

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 Rate Contract for Supply of Stationery Items (with & without printing) 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 agency 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 agency 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 agency 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 agency 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 agency 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 agency 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
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On behalf of the Agency
Date.....

Signed
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On behalf of the BIRAC
Date.....

WITNESS

WITNESS

Signed
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On behalf of the Agency
Date.....

Signed
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On behalf of the BIRAC
Date.....