



**BIOTECHNOLOGY INDUSTRY RESEARCH ASSISTANCE COUNCIL  
(BIRAC)  
(A Govt. Of India Enterprise)**

**EXPRESSION OF INTEREST (EOI)**

**For**

**For hiring a Project Management Consultancy (PMC) for Undertaking the work of shifting of office of Biotechnology Industry Research Assistance Council (BIRAC) from 9 CGO Complex, MTNL Building, New Delhi-110003 to National Technical Service Centre (NTSC), Okhla, New Delhi.**

**[EOI No. BIRAC/HR&A/007/2022/ENQ- 38]**

**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)

**EXPRESSION OF INTEREST**

**1.0 Letter of Invitation**

Biotechnology Industry Research Assistance Council (BIRAC), New Delhi invites Expression of Interest (EOI) from reputed, eligible and qualified Project Management Consultancy (PMC) for Undertaking the work of shifting of office of **Biotechnology Industry Research Assistance Council from 9 CGO Complex, MTNL Building, New Delhi-110003 to NTSC, Okhla, New Delhi.**

The EOI Document containing the details of qualification criteria, submission details, brief objective & Scope of work and evaluation criteria etc. can be downloaded from website <https://birac.nic.in/> and <http://eprocure.gov.in/epublish/app>.

<b>Bid No:</b>	BIRAC/HR&A/007/2022/ENQ- 38
<b>Brief Description:</b>	Project Management Consultancy (PMC) for Undertaking the work of shifting of office of Biotechnology Industry Research Assistance Council (BIRAC)
<b>Category:</b>	Services
<b>Approximate Quantity:</b>	Need Based
<b>Contract Period:</b>	Till completion of work as per the terms of EOI.
<b>Bid Originating Location:</b>	BIRAC Office, New Delhi
<b>Type of bid:</b>	Expression of Interest
<b>Cost of bid document (IN INR):</b>	NIL
<b>Earnest money Deposit (IN INR):</b>	NIL
<b>Performance Bank Guarantee (IN INR):</b>	3% of the value of the Contract
<b>Issue / Sale of Bid document:</b>	Downloadable from BIRAC Website & Central Public Procurement Portal (CPPP)
<b>Bid Publication Date:</b>	22nd September 2022
<b>Site/s Visit Dates:</b>	From 23 <sup>rd</sup> September 2022 to 09 <sup>th</sup> October 2022 (In mutual consultation with BIRAC Officials)
<b>Pre-bid Meeting Date, time &amp; Venue:</b>	27 <sup>th</sup> September 2022 at 02:30 PM Biotechnology Industry Research Assistance Council (BIRAC), 1st Floor, MTNL Building, 9 CGO Complex, Lodhi Road, New Delhi - 110003
<b>Last Date &amp; Time for Submission of BID:</b>	03 <sup>rd</sup> October 2022 by 02:00 PM
<b>Bid Opening Date &amp; Time:</b>	03 <sup>rd</sup> October 2022 at 02:30 PM

<b>Place of submission &amp; opening of bid:</b>	Biotechnology Industry Research Assistance Council (BIRAC), 1st Floor, MTNL Building, 9 CGO Complex, Lodhi Road, New Delhi – 110003
<b>Presentation Date, time &amp; Venue:</b>	10 <sup>th</sup> October 2022 from 11:30 AM onwards (Only for PQC qualified bidders) Biotechnology Industry Research Assistance Council (BIRAC), 1st Floor, MTNL Building, 9 CGO Complex, Lodhi Road, New Delhi – 110003
<b>Estimated Annual Cost of Contract:</b>	NA
<b>Site Location:</b>	1. Biotechnology Industry Research Assistance Council (BIRAC), MTNL Building, 9 CGO Complex, Lodhi Road, New Delhi – 110003 2. National Technical Service Centre (NTSC), Okhla, New Delhi
<b>Pre-Qualification Criteria:</b>	As per Clause - 7.0
<b>Bid Validity</b>	90 days from the Bid Closing Date

The eligible bidders may submit their responses in sealed envelope in the prescribed format as indicated in the EOI document.

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

Bidders meeting the qualification criteria shall be invited for presentation cum pitching before the selection committee of BIRAC.

Thanking you,

Yours faithfully,  
Head - HR & Admin

For BIRAC

Note: BIRAC reserves the right to cancel this request for EOI and/ or invite afresh with or without amendments, without liability or any obligation for such request for EOI and without assigning any reason. Information provided at this stage is indicative and BIRAC reserves the right to amend/add further details in the EOI.

This EOI is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this EOI is to provide interested parties with information that may be useful to them in the formulation of their applications pursuant to this EOI. This EOI includes statements, which reflect various assumptions and assessments arrived at in relation to the 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 EOI.

## 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

BIRAC, 1st Floor, MTNL Building, 9 CGO Complex, invites **Expression of Interest (EOI)** from reputed, eligible and qualified Project Management Consultancy (PMC) for Undertaking the work of shifting of office of **Biotechnology Industry Research Assistance Council (BIRAC), 9 CGO Complex, MTNL Building, New Delhi-110003 to NTSC, Okhla, New Delhi.**

## 4.0 Scope of Work

**The Project Management Consultancy is being hired to undertake the entire job of relocation from the existing premises to the new premises and is expected to get the following works completed in a time bound and phased manner as specified in this document.**

1. Conceptualizing, Designing and Refurbishing of the existing premises at NTSC Okhla, New Delhi to accommodate the staff and infrastructure. This includes civil work, electrical work, IT work and architectural designing.
2. Dismantling of the infrastructure and fixtures at the premises at First Floor and Mezzanine floor at 9 CGO Complex, MTNL Building, New Delhi-110003, for reuse at the new premises at NTSC Okhla to ensure maximum economy.
3. Packing, Loading, Shifting, Unloading, Unpacking and Re-Installation of Office furniture, files, equipment and other materials of the Biotechnology Industry Research Assistance Council from 1<sup>st</sup> Floor, 9 CGO Complex, MTNL Building, New Delhi-110003 to NTSC, Okhla, New Delhi.

The Agency should follow the appropriate tendering process as per provisions of the GFR for hiring service providers for execution of the above works, in consultation with authorized officials of BIRAC. The preliminary details of scope of work is **Annexure - I**.

## 5.0 Instructions to Bidders

5.1 Bidders may visit both the sites (9 CGO Complex, MTNL Building, New Delhi-110003 and NTSC, Okhla, New Delhi) of the BIRAC to understand the Scope of Work required 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.

5.2 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.

5.3 A consultancy firm that will be the successful consultant shall not be eligible to participate in the tenders for undertaking the works defined at point no. 4.0.

### 5.4 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.

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

### 5.6 Cost of Bidding

The 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.

### 5.7 Validity of Bids

- i) Bids shall remain valid for 90 days after the bid closing date. A bid valid for a shorter period will be considered as non-responsive and be liable to be rejected by the BIRAC.
- ii) In exceptional circumstances, BIRAC may solicit the bidders' consent to an extension of the period of validity.
- iii) **The selected bidders (PMC) may be considered for the similar or additional work at the same terms and conditions in the premises Head Office NSIC, Okhla, New Delhi, subject to such a need arising within a period of one year from the date of completion of the current work.**

## 5.8 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.

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

- i) Authorization letter (**Annexure - II**)
- 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 - III)** 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 - IV)** 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 - V**).
  - d) **4<sup>th</sup> Outer Sealed Cover** - The Forth outer sealed cover will contain all the above mentioned 3 envelopes super scribed with **Enquiry number, Subject and Date of closing** prominently underlined, along with the address of this office.
- 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 bidders to BIRAC Office is not reimbursable.
- x) BIRAC reserves the right to call for any clarifications covered in the broad scope, wherever such a clarification become necessary for proper judgment in evaluation.

- xi) No portion of the work of consultancy will be sub-contracted to third party/agency.

### **5.9 Address of Submission/communication/inspection**

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

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

### **5.10 Deliverables**

1. The identified agency will ensure start of work within one week of the issuance of the Letter of Award (LOA)
2. To draw a layout plan of the new premises and submit to BIRAC within ten days of issuance of Letter of Award. This should include the layout of electrical/IT installation, requirement of Air conditioning, civil works as per scope of work and any other infrastructure required.
3. To undertake and complete the tendering process for identifying service providers/contractor for the civil, electrical, IT, HVAC services within 45 days from the issuance of LOA.
4. To ensure complete execution of the shifting process as per the respective work orders and handing over the premises to BIRAC within 75-90 days from the date issuance of LOA. The Agency will encouraged to handover the premises at the earliest in a modular manner also, as and when ready for occupation.
5. The agency should also ensure providing of certificates/clearances/warranties from the relevant statutory bodies, vendors wherever required.

### **5.11 Amendments and Addendum to EOI**

- 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.



**5.12 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

**5.13 Conflict of Interest**

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

**5.14 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 EOI and in the relevant and supporting documents to this EOI are correct.

**5.15 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 5.8
4. The bid has not been indexed or properly paginated and details provided in PQC & TEC Checklist (clause 7.0 & 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.

**5.16 Engagement Terms and Conditions**

- i) The effective date of the engagement will be in accordance with the commencement of services.

- ii) 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.
- iii) **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”.
- iv) **Payment Terms**

The following milestone will be followed for the payment:

Stage	Items	Payment Schedule for PMC cost
<b>Stage 1</b>	Submission of draft Tender Document(s) for all items of work as per the “Scope of Work” defined at 4 above.	25% - the payment will be made on submission of draft Tender Documents, based on the estimated cost of work
<b>Stage 2</b>	Completion of tendering process and placement of award of work.	25% - the payment will be made on Completion of tendering process and placement of award of work, based on the ordered cost after adjusting shortfall/excess, if any, for stage 1.
<b>Stage 3</b>	Complete Execution of work	50% - the payment will be made on Complete Execution of work, based on the final cost of completed works after certification of the final bills of all the services rendered. The shortfall/excess of stage 2 will be adjusted at Stage 3 to ensure the P.M.C cost on the entire completed works .

**Note:** Release of payment is subject to Tax deduction at source (TDS) as applicable. Agency is liable to pay the taxes and levies according to the laws and regulations applicable.

### 5.17 Performance Bank Guarantee

- The agency shall furnish a Performance Bank Guarantee drawn on bank/branch in India 3% of the value of the contract, within 21 days of the date of signing of Service and Confidentiality Agreement (*Format attached at Annexure - IX*). The proceeds of the Performance Bank Guarantee shall be payable to BIRAC as compensation for agency’s failure to perform and complete its obligations under the contract.
- BIRAC has the right to invoke the Performance Bank Guarantee in case the contractor fails to complete any/all obligations under the contract to the satisfaction of BIRAC.

- Performance Security is to be furnished by a specified date and it should remain valid for a period of 60 (Sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.
- The PBG will be duly discharged by BIRAC after successful completion of Agency's obligations under the contract, including completion of any/ all obligations under the contract to the satisfaction of the BIRAC and/or person/agency appointed by it for the said purpose.

#### **5.18 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 EOIs without assigning any reasons.

#### **5.19 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 - II*) shall only be considered for opening of Pre- Qualification Criteria (PQC) Envelope.
- 6.3 **Pre-Qualification Criteria (PQC) (*Annexure - III*)** The bids shall be verified based on the documents submitted for PQC. Checklist provided at Annexure – III is required to be mandatorily filled. Those bids which satisfy the **PQC will** be considered for Technical Evaluation Criteria (TEC).
- 6.4 **Technical evaluation criteria (TEC) (*Annexure - IV*)**  
Each bidder shall be assigned scores under each parameter as given in the technical evaluation criteria. Marking of Presentation will be done on the basis of presentation done in front of the Evaluation committee. The Highest Three Technically Scoring Bids (Upto 3 - H1, H2 & H3) with minimum 60 marks 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 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.
- 6.7 The Bidder shall complete the price bid furnished in the bidding document.
- 6.8 Price bid quoted by the successful bidder shall be held firm during initial duration of contract.
- 6.9 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.
- 6.10 Duties, taxes and other levies payable as per the statute should be included in the final price.
- 6.11 The bidders shall not indicate separate discount. Discount if any should be merged in the quoted rates.
- 6.12 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.
- 6.13 If there is any discrepancy in the unit price & total price, the unit price will prevail and the total price will be corrected accordingly.
- 6.14 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:

S. No.	Pre-Qualification Criteria	Supporting Documents Required
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.
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 should have provided similar services of at least five (5) immediate preceding years	Self-attested Copy of the work order arranged in chronological order i.e. latest first and letter of successful completion from the client
4.	The bidder has to be profitable and should not have incurred loss in three consecutive FY (FY 2018-19, 2019-20 and 2020-21)	Certificate with UDIN number from 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>any one</b> Central Govt./State Govt./PSUs/Govt. bodies in India in preceding five years	Self-attested Copy of the work order arranged in chronological order i.e. latest first 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 Bidder duly signed & Stamped by Authorized Signatory (As per <b><u>Annexure - VI</u></b> )
7.	The bidder should have a registered office in India and must have an established office in Delhi/NCR.	Electricity/Telephone Bill or any other supporting document stating the address duly certified by the Owner/Authorized Representative of the Company
8.	The 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 EoI and in the execution of agreement.	Undertaking on Bidder's Letter Head, duly signed and stamped by the Authorized Signatory (As per <b><u>Annexure - VII</u></b> )

S. No.	Pre-Qualification Criteria	Supporting Documents Required
9.	The contractor should not have pre-exited or terminated any contract with or by BIRAC in last 05 years as on the date of submission.	Undertaking on Bidder's Letter Head, duly signed and stamped by the Authorized Signatory (As per <b><u>Annexure - VIII</u></b> )

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

**8.0 Technical Evaluation Criteria**

<b>S. No.</b>	<b>Technical Evaluation Criteria (Documentary Evidences are to be attached as the scoring will be done based on the submitted documents)</b>	<b>Maximum Score (Total 100)</b>	<b>Indicative Supporting Documents</b>
1.	Past Experience in similar kind of work	15	Self-attested Copy of the work order arranged in chronological order i.e. latest first and letter of successful completion from the client
2.	Managerial/Engineering level employee strength on rolls of the organization	10	Self-attested copy of number of Managerial/Engineering level employee strength deputed on agency's letter head
3.	Resource Deployment - Core project execution team proposed for BIRAC	10	Self-attested copy of number of Core project execution team proposed for BIRAC on agency's letter head
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	15	Self-attested Copy of the work order arranged in chronological order i.e. latest first and letter of successful completion from the client
5.	Technical Presentation – Execution Plan w.r.t. scope of work	50	-

**Annexure - I****Detailed Scope Work**

The scope of work covered under this tender shall include shifting of office of Biotechnology Industry Research Assistance Council [BIRAC], 1<sup>st</sup> Floor, MTNL Building, 9 CGO Complex, New Delhi-110003 & Mezzanine Floor, MTNL Building, 9 CGO Complex, New Delhi-110003 & BIRAC to NTSC, Okhla, New Delhi.

Total area at NTSC Okhla, New Delhi of 15430 sq. ft. is divided into three locations with no source of interconnectivity between them:

1. Admin Block: 6681 sq. ft.
2. Auditorium: 5686 sq. ft.
3. IT Incubator plus MIC: 2724 sq. ft.

- The items covered under the scope of work, not limited to, shall include the following:

**1. Admin Block First Floor [6681 sq. ft.]**

- i. Providing New / installing existing Air conditioner units / ducts, AHUs, FCUs after assessment of feasibility, including copper piping wherever required.
- ii. Existing Split ACs unit from present office [MTNL Building] to be used at new location [NTSC, Okhla] as per feasibility.
- iii. Testing of existing air-conditioning ducts and carry out repairs wherever required.
- iv. Testing & Re termination of all electrical systems.
- v. Installation, testing and commissioning of Firefighting system including new fire extinguishers as per norms of area.
- vi. Repair and make-sturdy the staircase railing.
- vii. Providing new Main Distribution Frame (MDF) 03 three units for telecommunication system.
- viii. Civil work -revamp the existing structure as per requirement.
- ix. Replacement and Installation of Electrical panel and servo system.
- x. Installation of new fibre cable and Commissioning for Computer Networking along with switches.
- xi. Audio video system wiring with complete installation and programming.
- xii. Repair and maintenance of work stations existing in the premises.

**2. A. Auditorium: [2500 sq. ft]**

- i. Providing New / installing existing Air conditioner units / ducts, AHUs, FCUs after assessment of feasibility, including copper piping wherever required.
- ii. Existing Split ACs unit from present office [MTNL Building] to be used at new location [NTSC, Okhla] as per feasibility.
- iii. Installation of existing and new workstations with complete fitment as per requirement.
- iv. Installation, testing and commissioning of Firefighting system including new fire extinguishers as per norms of area.
- v. Electrical Work- Complete Wiring of Electrical panel, workstation, replacement of lighting and creating new electric input and output points as per requirement.
- vi. Carpentry Work- Installation of toughened glass for cabins and normal glass for door and window.



- vii. Wiring and Commissioning of Internet fibre cables.
- viii. Audio video system wiring with complete installation and programming.

**2. B. Auditorium: 3440 sq. ft sq. ft.**

- i. Providing New / installing existing Air conditioner units / ducts, AHUs, FCUs after assessment of feasibility, including copper piping wherever required.
- ii. Existing Split ACs unit from present office [MTNL Building] to be used at new location [NTSC, Okhla] as per feasibility.
- iii. Installation of existing and new workstations with complete fitment as per requirement.
- iv. Installation, testing and commissioning of Firefighting system including new fire extinguishers as per norms of area.
- v. Electrical Work- Complete Wiring of Electrical panel, wiring to workstation, replacement of lighting and creation new electrical input and output points as per requirement.
- vi. Carpentry Work- Replacement and new Installation of toughened glass for cabins and normal glass for door & window.

**3. IT Incubator plus MIC: 2809 sq. ft.**

- i. Installation of existing and new workstations with complete fitment as per requirement.
- ii. Construction of new Washroom including complete civil and plumbing work with fitments.
- iii. New flooring
- iv. Providing New / installing existing Air conditioner units / ducts, AHUs, FCUs after assessment of feasibility, including copper piping wherever required.
- v. Existing Split ACs unit from present office [MTNL Building] to be used at new location [NTSC, Okhla] as per feasibility.
- vi. Providing of iron cages for Window ACs
- vii. Installation and testing of Firefighting system and installation of new Fire extinguishers as per the requirement of area.

**Common to all three locations [Admin Block, Auditoriums (two) and IT Incubator plus MIC]**

1. Inter-connectivity of three locations: CCTV, LAN, Server connectivity, UPS connectivity, Smoke alarm system, EPBAX, cabling etc.
2. Testing, commissioning of all electrical equipment's including wiring including LAN / HVAC / Firefighting sprinklers / server connectivity / electrical sockets.
3. Installation, Testing & Commissioning of Public Address (PA) system. from present office [MTNL Building] to new office at NTSC Okhla.
4. Sufficient new lights to be provided.
5. Sufficient new wall mounted fans to be provided.
6. Complete wiring for electricals / HVAC / UPS / EPBAX / Intercom lines etc. including Penta scanning.
7. Deep cleaning of all three location.
8. Complete white-wash and paint work.
9. Carpentry Work-Repairing/replacement of door, window, false ceiling, workstation and window films pasting if required.
10. Carpentry
11. Installation of online UPS including wiring to workstations.

12. Testing & re termination of all electrical systems including
13. Plumbing work: Renovation/ new construction of Washrooms at all three location is required.
14. Providing & fixing aluminium grill / doors (anodized, transparent or dyed) wherever required.
15. Complete shifting of Compactor Room & re-installation from the present office location to NTSC, Okhla. or room.
16. Packing and unpacking of Office furniture, files, equipment and other materials of BIRAC Office as per the instructions.
17. Transport arrangement with deployment of suitable vehicles/under container trucks during days of Dismantling, Packing, Loading, Shifting, Unloading, Unpacking and Re-Installation including adequate labour and supervisor as required.
18. Deployment of experienced labourers as required to handle sensitive and sophisticated equipment.

**Annexure - II**

**Authorization Letter**

(To be submitted on Agency's Letter Head)

Ref. No. BIRAC/HR&A/007/2022/ENQ-38

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: Letter for Authorized Signatory**

Dear Sir / Madam,

This has reference to your above-mentioned **Expression of Interest (EOI) for Project Management Consultancy (PMC) for Undertaking the work of shifting of office of Biotechnology Industry Research Assistance Council (BIRAC)**

Mr./Miss/Mrs. \_\_\_\_\_ is hereby authorized to submit the EOI & attend opening of the above EOI 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.***

**POC Covering Letter**

(To be submitted on Agency's Letter Head)

Ref. No. BIRAC/HR&amp;A/007/2022/ENQ-38

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: Expression of Interest (EoI) for Project Management Consultancy (PMC) for Undertaking the work of shifting of office of Biotechnology Industry Research Assistance Council (BIRAC)**

Sir/Madam,

The undersigned having read and examined in detail all the EOI documents pertaining to your assignment; do hereby express the interest to do the work as specified in the scope of work.

<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	

**The following documents are enclosed:**

1. Letter of Authorization (As per **Annexure - II**)
2. Pre-qualification criteria as per the details given below:

S. 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.		
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 should have provided similar services of at least five (5) immediate preceding years	Self-attested Copy of the work order arranged in chronological order i.e. latest first and letter of successful completion from the client		
4.	The bidder has to be profitable and should not have incurred loss in three consecutive FY (FY 2018-19, 2019-20 and 2020-21)	Certificate with UDIN number from 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>any one</b> Central Govt./State Govt./PSUs/Govt. bodies in India in preceding five years	Self-attested Copy of the work order arranged in chronological order i.e. latest first 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 Bidder duly signed & Stamped by Authorized Signatory (As per <b>Annexure - VI</b> )		
7.	The bidder should have a registered office in India and must have an established office in Delhi/NCR.	Electricity/Telephone Bill or any other supporting document stating the address duly certified by the Owner/Authorized Representative of the Company		

S. 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 EOI and in the execution of agreement.	Undertaking on Bidder's Letter Head, duly signed and stamped by the Authorized Signatory (As per <i>Annexure - VII</i> )		
9.	The contractor should not have pre-exited or terminated any contract with or by BIRAC in last 05 years as on the date of submission.	Undertaking on Bidder's Letter Head, duly signed and stamped by the Authorized Signatory (As per <i>Annexure - VIII</i> )		

I/we hereby declare that my/our EOI 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****Technical Evaluation Criteria TEC**  
**(To be submitted on Agency's Letter Head)**

Ref. No.: BIRAC/HR&amp;A/007/2022/ENQ- 38

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: Expression of Interest (Eoi) for Project Management Consultancy (PMC) for Undertaking the work of shifting of office of Biotechnology Industry Research Assistance Council (BIRAC)**

S. No.	Technical Evaluation Criteria	Indicative Supporting Documents	Type of Document	Page number of the supporting document
1.	Past Experience in similar kind of work	Self-attested Copy of the work order arranged in chronological order i.e. latest first and letter of successful completion from the client		
2.	Managerial/Engineering level employee strength on rolls of the organization	Self-attested copy of number of Managerial/Engineering level employee strength deputed on agency's letter head		
3.	Resource Deployment – Core project execution team proposed for BIRAC	Self-attested copy of number of Core project execution team proposed for BIRAC on agency's letter head		
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 arranged in chronological order i.e. latest first and letter of successful completion from the client		
5.	Technical Presentation – Execution Plan w.r.t. scope of work	-		

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 : \_\_\_\_\_



Ref. No.: BIRAC/HR&amp;A/007/2022/ENQ-38

**Format for Price Bid**  
**(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.

**PRICE BID**

S.No.	Description	Percentage (%)
1.	<p><b>Project Management Consultancy (PMC) for Undertaking the work of shifting of office of Biotechnology Industry Research Assistance Council (BIRAC), 9 CGO Complex, MTNL Building, New Delhi-110003 to NTSC, Okhla, New Delhi</b></p> <p>1. Conceptualizing, Designing and Refurbishing of the existing premises at NTSC Okhla, New Delhi to accommodate the staff and infrastructure. This includes civil work, electrical work, IT work and architectural designing.</p> <p>2. Dismantling of the infrastructure and fixtures at the premises at First Floor and Mezzanine floor at 9 CGO Complex, MTNL Building, New Delhi-110003, for reuse at the new premises at NTSC Okhla to ensure maximum economy.</p> <p>3. Packing, Loading, Shifting, Unloading, Unpacking and Re-Installation of Office furniture, files, equipment and other materials of the Biotechnology Industry Research Assistance Council from 1<sup>st</sup> Floor, 9 CGO Complex, MTNL Building, New Delhi-110003 to NTSC, Okhla, New Delhi.</p>	<b>(In figures)</b>
		<b>(In words)</b>

**Note:**

- a. The percentage should be upto two decimal place only.
- b. The Agencies will not indicate separate discount, discount if any should be merged in the quoted rates.
- c. If there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- d. Duties, taxes and other levies payable as per the statute should be included in the bid.
- e. 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

(Signature of the Authorised signatory)

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Seal: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**UNDERTAKING WITH REGARD TO BLACKLISTING**

(To be submitted on Agency's Letter Head)

Ref. No. BIRAC/HR&A/007/2022/ENQ-38

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: \_\_\_\_\_

**UNDERAKING WITH REGARD to NON-LITIGATION**  
(To be submitted on Agency's Letter Head)

Ref. No. BIRAC/HR&A/007/2022/ENQ-38

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: \_\_\_\_\_

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

(To be submitted on Agency's Letter Head)

Ref. No. BIRAC/HR&A/007/2022/ENQ-38

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 - IX****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 for engaging Project Management Consultancy (PMC) for Undertaking the work of shifting of office of Biotechnology Industry Research Assistance Council (BIRAC), 9 CGO Complex, MTNL Building, New Delhi-110003 to NTSC, Okhla, New Delhi and the Agency hereby agrees to provide the same governed by below mentioned terms and conditions and as per the BID documents.

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 from the issuance to Letter of Award till the successful completion of the work as per the terms of EoI.
- 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 strictly in furtherance of the BID document, Scope of Work as given in the BID document as annexed as ***Annexure***  
\_\_\_\_\_
- ii. Ensure compliance with legal provisions related to this Contract. The Agency 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 Agency's pay roll.
- iv. Ensure proper behavior of the work force provided for the event. The Agency 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, any statutory authority and BIRAC while performing the services.
  - xi. Take reasonable measures to protect the secrecy 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 prevailing 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. PAYMENT TERMS

The following milestone will be followed for the payment:

Stage	Items	Payment Schedule for PMC cost
<b>Stage 1</b>	Submission of draft Tender Document(s) for all items of work as per the "Scope of Work" defined at 4 above.	25% - the payment will be made on submission of draft Tender Documents, based on the estimated cost of work
<b>Stage 2</b>	Completion of tendering process and placement of award of work.	25% - the payment will be made on Completion of tendering process and placement of award of work, based on the ordered cost after adjusting shortfall/excess, if any, for stage 1.
<b>Stage 3</b>	Complete Execution of work	50% - the payment will be made on Complete Execution of work, based on the final cost of completed works after certification of the final bills of all the services rendered. The shortfall/excess of stage 2 will be adjusted at Stage 3 to ensure the P.M.C cost on the entire completed works .

**Note:** Release of payment is subject to Tax deduction at source (TDS) as applicable  
Agency is liable to pay the taxes and levies according to the laws and regulations applicable

## 6. WITHHOLDING OF PAYMENT

BIRAC reserves the right to recover from the bills of the Agency 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. Agency'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 Agency which by any law prevalent from time to time to be discharged by the BIRAC in the event of Agency's failure to adhere to such laws.

## 7. 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.

## 8. 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.



## **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.
- 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 read with The New Delhi International Arbitration Centre Act, 2019. The award made in pursuance thereof shall be binding on the Parties. The venue/seat 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 jurisdiction of Delhi Courts.

**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  
.....

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.....

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

Ref. No. BIRAC/HR&A/007/2022/ENQ-38

**Bank Guarantee No.** \_\_\_\_\_

**Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_\_

To,

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

Sir/Madam

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

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

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

\_\_\_\_\_  
(Signature)

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

WITNESS NO.1

WITNESS NO.2

\_\_\_\_\_  
(Signature)

Full name and Official address  
(In legible letters)

\_\_\_\_\_  
(Signature)

Full name and Official address  
(In legible letters)

Attorney as per power of Attorney

No. \_\_\_\_\_

Dated: \_\_\_\_\_