



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

**Empanelment of Financial Consulting Firms and Law Firms for the Biotechnology Industry Research Assistance Council (BIRAC) - Research, Development and Innovation (RDI) Fund**

[No. BIRAC/HR&A/007/2026/ENQ-58]

### कार्यालय का पता

5वीं मंजिल, एनएसआईसी बिजनेस पार्क, एनएसआईसी भवन,  
ओखला इंडस्ट्रियल एस्टेट, नई दिल्ली – 110020

5th Floor, NSIC Business Park, NSIC Bhawan,  
Okhla Industrial Estate, New Delhi – 110020

फोन/ Phone: +91-11-49968888

सीआईएन सं./ CIN No.: U73100DL2012NPL233152

वेबसाइट का पता/ Website address: [www.birac.nic.in](http://www.birac.nic.in)

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## REQUEST FOR EMPANELEMENT

### 1.0 Letter of Invitation

Biotechnology Industry Research Assistance Council (BIRAC), New Delhi invites applications for “Empanelment of Financial Consulting Firms and Law Firms (Agencies) for the Biotechnology Industry Research Assistance Council (BIRAC) - Research, Development and Innovation (RDI) Fund.

The BID 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/007/2026/ENQ-58
<b>Brief Description:</b>	Empanelment of Financial Consulting Firms and Law Firms (Agencies) for the Biotechnology Industry Research Assistance Council (BIRAC) - Research, Development and Innovation (RDI) Fund
<b>Empanelment open for:</b>	<p>BIRAC invites applications for empanelment from the agencies under the following two categories:</p> <ul style="list-style-type: none"> <li>• <b>Category 1:</b> Empanelment of Financial Consulting Firms; and</li> <li>• <b>Category 2:</b> Empanelment of Law Firms.</li> </ul> <p><b>Please note:</b> In the event that an agency meets the eligibility criteria for both categories and wishes to submit a bid for each, it is required that the agency submit separate bids for the two categories mentioned above.</p>
<b>Category:</b>	Services
<b>Approximate Quantity:</b>	Need Based
<b>Contract Period:</b>	The empanelment shall be effective for an initial period of 03 (Three) Years, thereafter can be extended up to 2 (two) years based on the performance of the agency on mutually agreed Terms & Conditions.
<b>Bid Originating Location:</b>	BIRAC Office, New Delhi
<b>Type of bid:</b>	Request for Empanelment
<b>Cost of bid document:</b>	NIL
<b>Earnest money Deposit:</b>	NIL
<b>Performance Bank Guarantee:</b>	NIL

<b>Issue / Sale of Bid document:</b>	Downloadable from BIRAC Website & Central Public Procurement Portal (CPPP)
<b>Bid Publication Date:</b>	<b>17<sup>th</sup> June 2026</b>
<b>Bid duration</b>	15 days
<b>Site/s Visit Dates:</b>	NA
<b>Pre-bid Meeting Date, time &amp; Venue:</b>	<b>24<sup>th</sup> June 2026 at 02:30 PM</b> at Biotechnology Industry Research Assistance Council (BIRAC), 5th Floor, NSIC Business Park, NSIC Bhawan, Okhla Industrial Estate, New Delhi – 110020
<b>Last Date &amp; Time for Submission of BID:</b>	<b>01<sup>st</sup> July 2026 by 02:00 PM</b>
<b>Bid Opening Date &amp; Time:</b>	<b>01<sup>st</sup> July 2026 at 02:30 PM</b>
<b>Place of submission &amp; opening of bid:</b>	Biotechnology Industry Research Assistance Council (BIRAC), 5th Floor, NSIC Business Park, NSIC Bhawan, Okhla Industrial Estate, New Delhi – 110020
<b>Pre-Qualification Criteria:</b>	As per Clause - 6.0
<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 Bid 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.

Thanking you,

Yours faithfully,  
Head - HR & Admin  
For BIRAC

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

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.

## 2.0 Background

### **About the RDI Fund**

The Research, Development and Innovation (RDI) Fund is a ₹1 lakh crore Government of India initiative, formally launched by the Hon'ble Prime Minister Shri Narendra Modi on 3 November 2025, to strengthen deep-tech research, development, and innovation aligned with the vision of Viksit Bharat 2047. Under the aegis of the Department of Science and Technology (DST), Government of India, and the Anusandhan National Research Foundation (ANRF), the RDI Fund aims to catalyse private sector participation by supporting Eligible Technology Entities in undertaking innovative R&D and transformative manufacturing.

For updates relating to the overall RDI Fund framework and national-level announcements, please refer to the ANRF's RDI Fund website: [www.rdifund.anrf.gov.in](http://www.rdifund.anrf.gov.in)

### **BIRAC-RDI Fund**

Biotechnology Industry Research Assistance Council (BIRAC) has been appointed as an implementing partner (Second-Level Fund Manager) of the RDI Fund for biotechnology and allied areas.

The BIRAC-RDI Fund supports translational projects in biotechnology and related areas that are at Technology Readiness Level (TRL) 4 and above, facilitates the acquisition and development of technologies of critical and strategic importance, and enables access to patient capital for long-gestation R&D, technology scale-up, and innovation-led manufacturing and deployment. This is part of India's broader efforts to enhance national capabilities in deep technology, promote technological self-reliance, and position India as a global innovation leader. (website: <https://biracrdif.org>)

### **About BIRAC**

Biotechnology Industry Research Assistance Council (BIRAC) is a not-for-profit Section 8 public sector enterprise under the Department of Biotechnology, Ministry of Science and Technology, Government of India, with a mandate to strengthen India's biotechnology innovation ecosystem. BIRAC since 2012 has played a pivotal role in supporting translational research, startup and industry-led R&D, and the development of indigenous biotech capabilities from research to scale-up and real-world impact. (website: <https://birac.nic.in>)

## 3.0 Scope of Work and Assignment of Tasks

### **3.1. Scope of Work for Empanelment of Agencies:**

#### **3.1.1. Scope of Work for Empanelment of Financial Consulting Firms; and**

#### **3.1.2. Scope of Work for Empanelment of Law Firms.**

#### **3.1.1. Scope of Work for Empanelment of Financial Consulting Firms:**

Scope of Work for Empanelment of Financial Consulting Firms (Agencies) to Provide Professional Services regarding Onboarding of Biotech Startups, Industry under the BIRAC RDIF Division for BIRAC and related matters.

Applications are invited for Empanelment of Financial Consulting Firms (Chartered Accountant Firms, Financial Advisory Firms, Consulting Firms, Investment Advisory Firms, Merchant Bankers and Portfolio Management Firms) to provide high end consulting & advisory in fund-based activities to the BIRAC -RDIF Division:

▪ **Scope of Services:**

- a) Review of the entity's constitution, capital structure, ownership pattern, credit history and object clause to assess financial suitability and fund eligibility.
- b) Evaluation of promoters' and key management's financial integrity, credit history, governance track record, and statutory eligibility.
- c) Analytical review of historical financial statements, including assessment of financial position, cost structure, burn rate, accounting policies, and going-concern sustainability, along with examination and validation of R&D expenditure to evaluate its eligibility, appropriate classification, and alignment with proposed research objectives, supported by a reasoned assessment of future financial projections.
- d) Review of utilization and compliance status of previously received investments, loans or equity funding (if any), including observations from prior audits.
- e) Assessment of compliance with Income-tax, GST, TDS, PF/ESI, and other applicable statutory requirements.
- f) Review of banking transactions and cash flows to assess fund discipline, burn rate, and liquidity management.
- g) Conduct on-site visits to assess the operational, financial, and governance aspects of the entity and submit Site Visit Report documenting key observations, assessments, and material findings.
- h) Preparation of a final status report covering consolidated risk assessment encompassing credit, financial, compliance, and governance risks, along with appropriate mitigation strategies. The assessment shall also clearly highlight the red flags identified during the review.
- i) Any other related Financial services with respect to BIRAC RDIF Fund.

**3.1.2. Scope of Work for Empanelment of Law Firms:**

Scope of Work for Empanelment of a Law Firms to Provide Professional Legal Services regarding Onboarding of Biotech Startups under the RDI Fund Framework.

Applications are invited for Empanelment of Law Firms to provide specialized consulting & advisory for implementation of the BIRAC -RDIF Division)

▪ **Scope of Services:**

- a) Verification of legal constitution, statutory registrations, and Compliance of fund related guidelines
- b) Legal due diligence of promoters and key management, including review of disqualifications, litigations, and conflict-of-interest risks.
- c) Review of sector-specific regulatory compliances applicable to biotechnology research, development, and innovation activities.
- d) Examination of intellectual property ownership, assignments, and licensing arrangements relating to research outputs and know-how.
- e) Drafting and vetting of the agreement, in accordance with the inputs and directions provided by BIRAC.
- f) Preparation of a final status report covering legal, regulatory, and contractual risks along with appropriate mitigation strategies. The assessment shall also clearly highlight the red flags identified during the review.
- g) Providing Legal opinion on matters concerning implementation of RDIF mandate.
- h) Any other related Legal services with respect to BIRAC RDIF Fund.

### **3.2. Assignment of Task**

The assignment of work shall be undertaken from amongst the empanelled agencies through a **Limited Tender Enquiry** process, wherein all empanelled agencies shall be invited to submit their quotations. The selection shall be based on the submitted quotations and on an assessment of the agencies' experience, expertise, and suitability for the specific assignment.

Notwithstanding the above, BIRAC reserves the right to determine and adopt the appropriate method of selection, as deemed fit.

All quotations received shall be evaluated by BIRAC in accordance with the prevailing norms and applicable GOI guidelines.

#### **4.0 Instructions to Bidders**

4.1 The bidders are expected to examine all the instructions in the Bid Document. Failure to furnish all information required by the Bid Document or submission of a Bid not substantially responsive to the Bid Document 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.

4.2 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.

#### **4.3 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.

#### **4.4 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.

#### **4.5 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.

#### **4.6 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.

#### **4.7 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 envelopes.

*If an agency meets the eligibility criteria for both categories and wishes to submit a bid for each, it must submit separate bids for the two categories.*

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

- i) Covering Letter (*Annexure – I*)
- ii) Authorization letter (*Annexure -II*)
- iii) The bid shall be submitted in sealed envelope super scribed with **Enquiry number, Subject, Category and Date of closing** prominently underlined, along with the address of this office. The envelope shall contain all the stamped and signed supporting documents pertaining to **Pre-Qualification Criteria (PQC)** (format enclosed as *Annexure - III*).
- iv) **Only one bid should be included in one cover.**
- v) The bid which fails to comply with the above instructions shall be summarily rejected.
- vi) Transfer of Bid Document - Non Transferable.
- vii) 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.
- viii) The cost for preparing the BID including visits by the bidders to BIRAC Office is not reimbursable.
- ix) 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.

#### 4.8 Address of Submission/communication/inspection

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

Head - HR & Administration  
Biotechnology Industry Research Assistance Council (BIRAC)  
5th Floor, NSIC Business Park, NSIC Bhawan, Okhla Industrial  
Estate, New Delhi – 110020

#### 4.9 Amendments and Addendum to Bid

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

#### 4.10 **Conflict of Interest**

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

#### 4.11 **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.

#### 4.12 **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 4.7.
4. The bid has not been indexed or properly paginated and details provided in PQC Checklist (clause 6.0) 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.
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.

#### 4.13 **Engagement Terms and Conditions**

- i) The effective date of the engagement will be in accordance with the **execution of the Service and Confidentiality (S&C) Agreement.**
- 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 the Bid for awarding the contract, BIRAC will issue a Letter of Award “LOA” to the successful bidder in writing. Such a successful bidder will need to execute a “**Service and Confidentiality Agreement**” (*enclosed as Annexure - VII*) along with associated documents such as *Letter of Authorization (LoA) or Board Resolution (BoR)*. After execution 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”.

#### 4.14 **Special Considerations For MSME/Start-Ups**

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

#### 4.15 **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 RFPs without assigning any reasons.

#### 4.16 **Applicable Laws and Jurisdictions**

All the disputes or differences regarding the bid/contract shall be governed in accordance with the Laws applicable in India and subject to the exclusive jurisdiction of the courts situated in New Delhi, India.

## 5.0 Evaluation Methodology

- 5.1 **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.
- 5.2 Bids with Covering Letter (*Annexure - I*) and Authorization Letter (*Annexure - II*) shall only be considered for Pre- Qualification Criteria (PQC).
- 5.3 The bids shall be verified based on the documents submitted for PQC. Checklist provided at *Annexure – III* is required to be mandatorily filled.
- 5.4 BIRAC reserves the right to decide the number of firms to be invited for empanelment and execution of agreement thereafter.
- 5.5 The empanelment of a firm and the execution of the Agreement shall not, in any manner, be construed as creating any obligation, express or implied, on the part of the Authority to assign or award any work to the empaneled firm.

## 6.0 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.	Eligibility Criteria	Supporting Documents
1	The bidder must be a legal entity registered as Company/LLP/ /partnership under respective acts in India.	Self-attested copy of registration of legal entity such as 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 a Registered office in India which can provide full stack services for BIRAC-RDIF Delhi Office as well as for beneficiary who are located PAN India.	Electricity/Telephone Bill or any other supporting document stating the address duly certified by the Owner/Authorized Representative of the Company.  Self-certification for providing full stack services for BIRAC-RDIF Delhi Office as well as for beneficiary who are located PAN India.
4	The bidder should have experience providing such services as mentioned in the Scope of work for at least last three years [FY 2022-23, 2023-24, 2024-25]	Self-certified copy in tabular form along with documentary evidence for relevant services provided by the company so far [Three or more years]. Quantify the Number and Quantum of assignments against below mentioned nature of services: <ul style="list-style-type: none"> <li>• Services provided to VC /Angle/ HNIs/ Family office for investments.</li> <li>• Number of deals evaluated</li> <li>• Policy level inputs given</li> <li>• Quantum of investment raised by the serviced clients.</li> <li>• Due diligence for mergers/ acquisitions/ in licensing/out licensing/ insolvency</li> <li>• IPO/IPO Advisory</li> <li>• Portfolio Management</li> <li>• Others</li> </ul> <p>You may add additional activities referring Scope of Work</p>
5	The bidder has to have profit/surplus and should not have incurred loss during last three years [FY 2022-23,2023-24, 2024-25]	Financial statements, Audit report with UDIN for last three years [FY 2022-23,2023-24, 2024-25]

<b>S. No.</b>	<b>Eligibility Criteria</b>	<b>Supporting Documents</b>
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 - IV</b> )
7	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 Bidder's Letter Head, duly signed and stamped by the Authorized Signatory (As per <b>Annexure - V</b> )
8	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 Bidder's Letter Head, duly signed and stamped by the Authorized Signatory (As per <b>Annexure - VI</b> )

**Note:**

- 1. Documentary Evidences are mandatory to be submitted along with the formats**

**Covering Letter**

(To be submitted on Agency's Letter Head)

Ref. No. BIRAC/HR&A/007/2026/ENQ-58

To,  
The Head-HR & Administration,  
Biotechnology Industry Research Assistance Council (BIRAC)  
5th Floor, NSIC Business Park, NSIC Bhawan,  
Okhla Industrial Estate, New Delhi – 110020

Dear Sir / Madam,

This has reference to your above-mentioned Request for Empanelment of Agencies for the Biotechnology Industry Research Assistance Council (BIRAC) - Research, Development and Innovation (RDI) Fund.

It is hereby confirmed and declared that M/s \_\_\_\_\_ is submitting the bid for the following Category (Please tick the Category):

**Category 1:** Empanelment of Financial Consulting Firms

**Category 2:** Empanelment of Law Firms

***Please note: If an agency meets the eligibility criteria for both categories and wishes to submit a bid for each, it must submit separate bids for the two categories mentioned above.***

\_\_\_\_\_  
Signature of Authorizing Authority

Name of Authorizing Authority & Designation:

Company Seal:

**Authorization Letter**

(To be submitted on Agency's Letter Head)

Ref. No. BIRAC/HR&A/007/2026/ENQ-58

To,

The Head-HR & Administration,  
Biotechnology Industry Research Assistance Council (BIRAC)  
5th Floor, NSIC Business Park, NSIC Bhawan,  
Okhla Industrial Estate, New Delhi – 110020

**Subject: Letter for Authorized Signatory**

Dear Sir / Madam,

This has reference to Request for Empanelment of Agencies for the Biotechnology Industry Research Assistance Council (BIRAC) - Research, Development and Innovation (RDI) Fund.

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.***

**PQC Covering Letter**

(To be submitted on Agency's Letter Head)

Ref. No. BIRAC/HR&amp;A/007/2026/ENQ-58

To,

The Head-HR & Administration,  
 Biotechnology Industry Research Assistance Council (BIRAC)  
 5th Floor, NSIC Business Park, NSIC Bhawan,  
 Okhla Industrial Estate, New Delhi – 110020

**Subject: Empanelment of Agencies for the Biotechnology Industry Research Assistance Council (BIRAC) - Research, Development and Innovation (RDI) Fund**

Sir/Madam,

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

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	

**The following documents are enclosed:**

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

S. No.	Pre-Qualification Criteria	Supporting Documents Required	Type of Document Submitted	Page number of the supporting document
1	The bidder must be a legal entity registered as Company/LLP/partnership under respective acts in India.	Self-attested copy of registration of legal entity such as 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 a Registered office in India which can provide full stack services for BIRAC-RDIF Delhi Office as well as for beneficiary who are located PAN India.	Electricity/Telephone Bill or any other supporting document stating the address duly certified by the Owner/Authorized Representative of the Company.  Self-certification for providing full stack services for BIRAC-RDIF Delhi Office as well as for beneficiary who are located PAN India.		
4	The bidder should have experience providing such services as mentioned in the Scope of work for at least last three years [FY 2022-23, 2023-24, 2024-25]	Self-certified copy in tabular form along with documentary evidence for relevant services provided by the company so far [Three or more years]. Quantify the Number and Quantum of assignments against below mentioned nature of services:  <ul style="list-style-type: none"> <li>• Services provided to VC /Angle/ HNIs/ Family office for investments.</li> <li>• Number of deals evaluated</li> <li>• Policy level inputs given</li> <li>• Quantum of investment raised by the serviced clients.</li> <li>• Due diligence for mergers/ acquisitions/ in licensing/out licensing/ insolvency</li> </ul>		

S. No	Pre-Qualification Criteria	Supporting Documents Required	Type of Document Submitted	Page number of the supporting document
		<ul style="list-style-type: none"> <li>IPO/IPO Advisory</li> <li>Portfolio Management</li> <li>Others</li> </ul> <p>You may add additional activities referring Scope of Work</p>		
5	The bidder has to have profit/surplus and should not have incurred loss during last three years [FY 2022-23,2023-24, 2024-25]	Financial statements, Audit report with UDIN for last three years [FY 2022-23,2023-24, 2024-25]		
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 - IV</b> )		
7	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 Bidder's Letter Head, duly signed and stamped by the Authorized Signatory (As per <b>Annexure - V</b> )		
8	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 Bidder's Letter Head, duly signed and stamped by the Authorized Signatory (As per <b>Annexure - VI</b> )		

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

Thanking you,

Yours faithfully,

(Signature of the Authorized signatory)

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

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

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

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

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

**UNDERAKING WITH REGARD TO BLACKLISTING**

(To be submitted on Agency's Letter Head)

Ref. No. BIRAC/HR&A/007/2026/ENQ-58

To,

The Head-HR & Administration,  
Biotechnology Industry Research Assistance Council (BIRAC)  
5th Floor, NSIC Business Park, NSIC Bhawan,  
Okhla Industrial Estate, New Delhi – 110020

**Subject: Undertaking regarding Blacklisting / Non-Debarment**

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

(Signature of the Authorized signatory)

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

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

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

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

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

**UNDERTAKING WITH REGARD to NON-LITIGATION**

(To be submitted on Agency's Letter Head)

Ref. No. BIRAC/HR&A/007/2026/ENQ-58

To,

The Head-HR & Administration,  
Biotechnology Industry Research Assistance Council (BIRAC)  
5th Floor, NSIC Business Park, NSIC Bhawan,  
Okhla Industrial Estate, New Delhi – 110020

**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: \_\_\_\_\_

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

(To be submitted on Agency's Letter Head)

Ref. No. BIRAC/HR&A/007/2026/ENQ-58

To,

The Head-HR & Administration,  
Biotechnology Industry Research Assistance Council (BIRAC)  
5th Floor, NSIC Business Park, NSIC Bhawan,  
Okhla Industrial Estate, New Delhi – 110020

**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 : \_\_\_\_\_

***Indicative Draft template for  
Service and Confidentiality Agreement***

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2026 at New Delhi BY and BETWEEN

**Biotechnology Industry Research Assistance Council**, a Government of India Enterprise having its office at **5<sup>th</sup> Floor, NSIC Business Park, NSIC Bhawan, Okhla Industrial Estate, New Delhi – 110020** 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**” through its authorised representative [name], [Designation], duly authorized by the agency vide its Letter of Authorization (LoA)/ Board Resolution (BoR) No.\_\_\_\_ dated\_\_\_\_\_ (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 [reference No.\_\_\_\_\_] shall be integral part of this Agreement.

WHEREAS BIRAC desires to engage the Agency 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. ***Terms of Empanelment***

- i. The empanelment shall be effective from the \_\_\_\_\_ day of \_\_\_\_\_ 2026 (Effective Date).
- ii. The empanelment shall be effective for an initial period of 03 [Three] Years, and thereafter can be extended up to another 2 (two) years based on the performance of the agency on mutually agreed Terms & Conditions.
- 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. The rights and remedies herein provided are cumulative with, and not exclusive of, any rights or remedies provided by law.
- v. The Agency shall be entitled to the approved quoted fees upon submission of proper Invoices in accordance with the then-regular procedures of the BIRAC.
- vi. BIRAC reserves the right to assign the tasks to any of the agency. BIRAC also reserves the right to award the work to any other agency, not necessarily with BIRAC.
- vii. This does not constitute and will not be deemed to constitute an exclusive commitment/ arrangement between BIRAC and the Agency.

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 it.
- 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. Integrity & Compliance***

### **5.1. No Conflict of Interest**

The Engaged Agency shall, at regular intervals and immediately upon becoming aware of any change, disclose in writing to BIRAC any direct or indirect association, relationship, interest, or affiliation with any entity or individual that is an applicant under the BIRAC-RDIF Scheme or programme. Such disclosure obligations shall cover both personal and professional relationships, including any associations through subsidiaries, holding companies, affiliates, partners, directors, officers, or other related persons or entities.

Prior to commencing any tasks assigned by BIRAC under this engagement, the Engaged Agency shall submit to BIRAC a duly completed No-Conflict of Interest declaration in the form prescribed by BIRAC. The Engaged Agency shall promptly update and re-submit such declaration whenever any new or modified association arises that may give rise to an actual, potential, or perceived conflict of interest.

### **5.2. Non-Solicitation**

The Engaged Agency shall not, during the term of this engagement and for a period of two (2) years following its completion, expiry, or termination, solicit, approach, or seek to obtain any business, engagement, or contract, whether directly or indirectly, from any entity or individual that is an applicant under the BIRAC-RDIF Scheme or programme, without the prior written consent of BIRAC.

This obligation shall apply to the Engaged Agency and its signatories, affiliates, partners, counsels, employees, agents, and any other persons acting on its behalf. The Engaged Agency shall further ensure that it does not circumvent, bypass, or attempt to exclude BIRAC or any party that is, or may be, directly or indirectly associated with the BIRAC-RDIF applicants, including subsidiaries, holding companies, partners, and directors.

In the event that an applicant is deemed ineligible by BIRAC and therefore not considered for funding assistance, such a decision shall exempt the applicant from the purview of this particular clause.

### **5.3. Restriction of Information/ data usage**

The Engaged Agency shall not use, reproduce, or disclose any information or data provided to it or accessed by it during the course of its engagement with BIRAC, including but not limited to application details, evaluation reports, and other proprietary or confidential material, for a period of two (2) years following the completion, expiry, or termination of this engagement, unless BIRAC has granted prior written permission.

In the event of any breach of this provision, the Engaged Agency shall be liable to compensate BIRAC in accordance with applicable law, and BIRAC shall be entitled to take such legal or administrative action as it deems appropriate.

This Integrity & Compliance clause shall remain effect till the completion of the project or till such restrictive information has been made public either by BIRAC or by applicant/fund recipient itself, whichever is earlier.

## **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 the agency on account of evidence subsequently discovered in respect of the 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 the completion of the agreement.

- 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 with the sole arbitrator under the provisions of 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 and Jurisdiction***

This Agreement shall be construed in accordance with and governed for all purposes by the laws of India. All the disputes or differences regarding the bid/contract shall be subject to the exclusive jurisdiction of the courts situated in New Delhi, India.

### ***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 Agency 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.

<b>For Agency</b> <b>Duly authorized under the Letter of Authorization (LoA)/ Board Resolution No. _____ dated _____</b>		<b>For BIRAC</b>	
Signature		Signature	
Name:		Name:	
Designation: Director		Designation: Director	
Date.....		Date.....	
<b>WITNESS</b>		<b>WITNESS</b>	
Signed		Signed	
Name:		Name:	
Complete Address:		Complete Address:	