

**LIMITED TENDER ENQUIRY**

**FOR**

**“COMPREHENSIVE ANNUAL  
MAINTENANCE CONTRACT OF HVAC,  
ELECTRICAL AND FIRE SYSTEM”**

**AT**

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



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**LIMITED TENDER ENQUIRY**

**1.0 Letter of Invitation**

Biotechnology Industry Research Assistance Council (BIRAC), New Delhi invites sealed BIDS from OEM/Authorised agency of OEM for HVAC plants or experienced & reputed HVAC licensed Contractors, registered with CPWD, Railways, PSUs, MES, P&T, State PWD, Semi Govt. Organization for providing Annual Maintenance contract for **All Inclusive** Comprehensive maintenance of Variable Refrigerant Volume (VRV) / Variable Refrigerant Flow (VRF) Modular Type Air-conditioning System, Fire Alarm System, Fire Fighting system, Sprinkler system, LT Panels, Distribution Board, Electrical Fitting and Wiring at Biotechnology Industry Research Assistance Council.

The salient features of the bid are:

<b>Bid No:</b>	BIRAC/HR&A/007/2020/ENQ- 29
<b>Brief Description:</b>	Annual Maintenance contract for <b>All Inclusive</b> Comprehensive maintenance of Variable Refrigerant Volume (VRV) / Variable Refrigerant Flow (VRF) Modular Type Air-conditioning System, Fire Alarm System, Fire Fighting system, Sprinkler system, LT Panels, Distribution Board, Electrical Fitting and Wiring at Biotechnology Industry Research Assistance Council (BIRAC), 1st Floor, MTNL Building, 9, CGO Complex, New Delhi and at such additional spaces where the functional office of BIRAC expands.
<b>Category:</b>	Services
<b>Approximate Quantity:</b>	Need Based
<b>Contract Period:</b>	Initially for a period of 02 (two) years extendable thereafter for another one year based on the performance of the agency on mutually agreed Terms & Conditions with 5% per annum escalation applicable on the quoted price.
<b>Bid Originating Location :</b>	BIRAC Office, New Delhi
<b>Type of bid:</b>	Limited Tender
<b>Cost of bid document(IN INR):</b>	NIL
<b>Earnest money Deposit (IN INR) :</b>	Rs. 18,000/- (Eighteen Thousand only) in form of Demand Draft (DD)
<b>Performance Bank Guarantee (IN INR):</b>	7.5% of the Annualized Contract Value
<b>Issue / Sale of Bid document:</b>	Downloadable from BIRAC Website & Central Public Procurement Portal (CPPP)

<b>Bid Publication Date:</b>	29 <sup>th</sup> May 2020
<b>Site Visit Dates:</b>	29 <sup>th</sup> May 2020 to 7 <sup>th</sup> June 2020 ( 09:30 AM to 06:30 PM)
<b>Pre-bid Meeting, Date, time:</b>	08 <sup>th</sup> June 2020 at 11:00 AM through virtual mode
<b>Last Date &amp; Time for Submission of BID:</b>	15 <sup>th</sup> June 2020 by 02:00 PM
<b>Bid Opening Date &amp; Time :</b>	15 <sup>th</sup> June 2020at 03:00 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>Estimated Annual Cost of Contract:</b>	06 Lac p.a.
<b>Job completion time:</b>	Period of Contract
<b>Site Location:</b>	Biotechnology Industry Research Assistance Council (BIRAC), MTNL Building, 9 CGO Complex, Lodhi Road, New Delhi – 110003 and at such additional spaces where the functional office of BIRAC expands.
<b>Pre-Qualification criteria:</b>	As per Clause – 7.0
<b>Bid Validity</b>	90 days from the Bid Closing Date

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

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

Thanking you,  
Yours faithfully,

Head – HR & Admin  
For BIRAC

**Disclaimer:** This BID is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this BID is to provide interested parties with information that may be useful to them in the formulation of their Applications pursuant to this BID. This BID includes statements, which reflect various assumptions and assessments arrived at in relation to the Bid that may not be accurate. The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this BID.

## 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 Department of Biotechnology (DBT), Ministry of Science & Technology. BIRAC was set up with a vision to stimulate, foster and enhance the strategic research and innovation capabilities of the Indian biotech industry particularly SME's, to make India globally competitive in biotech innovation and entrepreneurship and to create affordable products and services.

## 3.0 **Objective**

Biotechnology Industry Research Assistance Council (BIRAC) invites bids from OEM/Authorised agency of OEM for HVAC plants or experienced & reputed HVAC licensed Contractors, registered with CPWD, Railways, PSUs, MES, P&T, State PWD, Semi Govt. Organization for providing Annual Maintenance contract for All Inclusive Comprehensive maintenance of Variable Refrigerant Volume (VRV) / Variable Refrigerant Flow (VRF) Modular Type Air-conditioning System, Fire Alarm System, Fire Fighting system, Sprinkler system, LT Panels, Distribution Board, Electrical Fitting and Wiring at Biotechnology Industry Research Assistance Council and at such additional spaces where the functional office of BIRAC expands.

## 4.0 **Scope Of Work**

**Note: Bidders are advised to visit the site for verification of complete system. Variation in quantities of equipment w.r.t as given below is likely to occur as per requirement and during the period of Contract.**

The scope of work as mentioned below are the minimum expected from the firm / agency / contractor apart from break down maintenance and any other work required for "All-inclusive comprehensive maintenance" in proper way as per the operation and maintenance manuals of respective equipment and as per good engineering practices will be required to be done under this scope of work. Successful Bidder will submit Performa for recording the following minimum work schedule/parameters and show to the employer for approval to ensure proper accomplishment of these tasks.

### **Monthly Schedule of maintenance**

- General inspection of the AC system and rectification if any abnormality exists.
- Checking the performance of entire air conditioning system.
- Check, report and rectify, if any abnormal noise / vibration is observed.
- Check and re-tighten any loose bolts and nuts in proper sequence.
- Overall servicing of the unit, cleaning, reduction of noise level.
- General checking of electrical switchgears, controls, load bearing wires etc. All electrical system should be checked through competent persons as per relevant Indian Standard and as per electricity rules.
- General inspection of complete fire alarm system, sprinklers and cleaning of smoke sensors.
- Any other work shall be attended without any extra cost, in the interest of the system.

## HRV & HVAC SYSTEM

S.NO.	DESCRIPTION	QTY.	UNIT
1.1	Repair, Maintenance and replacement of Variable refrigerant volume / Variable refrigerant flow modular type air conditioning system suitable for cooling and heating by inverter driven capacity control compressor complete with indoor and outdoor units with individual controller and with fittings etc., as per quantity given below i/c full charging of R- 410A refrigerant gas complete with duly powder coated and outdoor unit having COP at 100% and 50% load to be 3.2 and 4.1 respectively.		
<b>a)</b>	<b>Outdoor Units</b>		
i)	18 HP	4	No.
ii)	10 HP (for TFA)	3	No.
<b>b</b>	<b>Indoor Units (Nominal Capacity)</b>		
	<b>Hi-Static Ductable Indoor Unit</b>		
i)	4.75TR	6	Nos.
ii)	4.125 TR	2	Nos.
<b>c</b>	<b>4-Way Cassette (Round Feed) type indoor units</b>		
i)	4.125 TR	1	Nos.
ii)	3.3 TR	4	Nos.
iii)	2.08 TR	2	Nos.
iv)	2.64TR	1	Nos.
<b>d*</b>	<b>Wall mounted type indoor units</b>		
i)	1.65TR	13	Nos.
ii)	2.075 TR	4	Nos.
<b>e</b>	Corded Remote (For Hi-Static Ductable and Cassette Unit)	33	Nos.
<b>f</b>	Repair, Maintenance and replacement of TFA Units for fresh air		
i	8.27TR	1	Nos.
<b>g</b>	Corded Remote for TFA Units	1	Nos.
<b>h</b>	Centralized Controller capable of controlling iTouch Unit.	1	No.
1.2	Repair, Maintenance and replacement of refrigerant 'Y' joint required for distribution of refrigerant in copper piping etc.	29	Jobs
1.3	Repair, Maintenance and replacement of interconnecting following size of refrigerant copper pipe work with fitting duly insulated with 19/13 mm thick closed cell elastomeric nitrile rubber tubular insulation between each set of indoor & outdoor units as per specification all piping inside the room which is properly supported with M.S. hanger.		
1.4	<b>Drain Piping</b>		
	Repair, Maintenance and replacement of Rigid PVC piping complete with fittings, supports as per specifications and duly insulated with 6mm thick closed cell nitrile rubber insulation.		

S.NO.	DESCRIPTION	QTY.	UNIT
1.5	Repair, Maintenance and replacement of SITC PUR (Polyurethane foam panel or board) factory fabricated ducts / PIR (Polyisocynurate foam panel or board) factory fabricated ducts made up of CNC machine cut for <b>internal</b> use.	300	Sqm
1.6	<b>Grills / Diffusers</b>		
	Repair, Maintenance and replacement of return air grills / diffusers as per specifications and drawings including frame of G.I. / Wooden in false ceiling / walls.		
1.7	<b>Control &amp; Transmission Wiring</b>		
	Repair, Maintenance and replacement of control cum transmission wiring of 2 core x 1.5 sq.mm. Copper in suitable conduits between indoor and outdoor unit.	250	Rmt.
1.8	<b>Isolators</b>		
	Repair, Maintenance and replacement of Weatherproof box with MCCBs of suitable ratings near the outdoor	7	Nos.
1.9	Loop earthing for system with 6 sqmm dia GI wire	120	Rmt.

\* Apart from the above indoor AC units there are three individual indoor air conditioning units which are not connected to the HVAC system. The AMC quote shall also include the Comprehensive maintenance of the individual units.

#### **ELECTRICAL FITTINGS & WIRING**

S.NO.	DESCRIPTION	QTY.	UNIT
2.1	Repair, Maintenance and replacement of Point wiring in PVC conduit, with modular type switch Wiring for light point / fan point / exhaust fan point / call bell point	252	point
2.2	Repair, Maintenance and replacement of Wiring for Light / Ceiling fan / Exhaust Fan points	57	point
2.3	Repair, Maintenance and replacement of Wiring for light/power plug insulated copper conductor single core cable for loop earthing as required.	1000	meter
2.4	Repair, Maintenance and replacement of 30A, 240V, SPN industrial type, socket outlet, with 2 pole and earth, metal enclosed plug top along with 30 amps 'C' series, SP, MCB, in sheet steel enclosure, on surface or inrecess, with chained metal cover for the socket out let and complete with connections, testing and commissioning etc. as required.	12	each
2.5	Repair, Maintenance and replacement of GI box along with modular base, cover plate ,1 no.16A modular switch & 2 nos. 5/6A 3 pin sockets in recess etc. as required. For computer terminal points.	68	each
2.6	Repair, Maintenance and replacement of following size/ modules, GI box along with modular base & cover plate for modular switches in recess etc. as required.		
a	2 Module (75mm x 75mm)	10	each

S.NO.	DESCRIPTION	QTY.	UNIT
b	3 Module (100mmX75mm)	160	each
2.7	Repair, Maintenance and replacement of following modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required.		
A	5/6 amps switch and 3 pin 5/6 amp socket outlet	36	each
b	16 amp switch and 6 pin 6/16 amp socket outlet	124	each
2.8	Circuit / submain /Light plug wiring in PVC conduit: Wiring for circuit/ submain wiring alongwith earth wire with the following sizes of FRLS PVC insulated copper conductor, single core cable in surface / recessed PVC conduit as required.		
2.9	Repair, Maintenance and replacement of factory made, painted powder coated paint DLP Aluminium trunking of Size 150x 38mm on wall/floor complete screws, interconnections, joints, earthing etc. as required.	15	meter
2.10	Repair, Maintenance and replacement of factory made Aluminium trunking cover of 85 mm width	15	meter
2.11	Repair, Maintenance and replacement of 100x38mm, two compartment PVC raceway with detachable screwed cover made out of 16SWG M.S CRCA sheet complete with primer and powder coated paint as required for installation in the floor: Main Board, DB's & Cables	20	meter
2.12	Repair, Maintenance and replacement of following LT distribution Panel Boards of 2 mm thick sheet steel cubical design for indoor mounting factory fabricated suitable for operation on 440 V 3 phase, 50 Hz, A.C. supply with ACB/ MCCBs/SFU/MCBs/ contactors and other accessories, all in compartmentalized, cubical construction complete in all respects as per approved drawing and design including internal wiring, labels, ferrules, cable termination gland plates, earth terminals, painting etc. conforming to specifications. Details given below:		
a	MDB-LP	1	Set
	400 A (50KA) 4P MCCB - 1 No		
	Bus Bar: -		
	1 Set of 500 Amps. TPN busbars of aluminum alloy with colour coded heat PVC shrinkable sleeves.		
	Outgoing: -		
	200 A TP MCCB (36 KA) -1 No.		
	63 A TP MCCB (36 KA) -7 Nos.		
	40 A, 10 KA, TP MCB - 4 Nos.		
	Metering and Indications:		
	The incomer MCCB is provided with the following:		
	Digital Ammeter range 0-400A- with necessary Ammeter selector switch dual graduated scale shrouded terminal & 144 x 144 mm sq size.		



S.NO.	DESCRIPTION	QTY.	UNIT
	Three (3) Nos. LED type Phase indicating lamps with protection 2A SP MCBs. - 8 set		
b	AC Panel	1	Set
	200 A TP MCCB (36 KA) -1 No.		
	Bus Bar: -		
	1 Set of 300 Amps. TPN busbars of aluminum alloy with colour coded heat PVC shrinkable sleeves.		
	Outgoing: -		
	100 A TP MCCB (36 KA) -1 No.		
	63 A TP MCCB (36 KA) -7 Nos.		
	Metering and Indications:		
	The incomer MCCB is provided with the following:		
	Digital Ammeter range 0-300A- with necessary Ammeter selector switch dual graduated scale shrouded terminal & 144 x 144 mm sq size.		
	Three (3) Nos. LED type Phase indicating lamps with protection 2A SP MCBs. - 9 sets		
c	FDB-U-1	1	Set
	Incoming:		
	63A, TP MCCB (36 KA) - 1 No.		
	Bus Bar : -		
	150A TPN AL. Bus Bars with coloured heat shrinkable PVC sleeve - 1Set		
	Outgoing:		
	40 A, 10 KA, TP MCB - 4 Nos.		
	metering and Indications:		
	The incomer MCCB is provided with the following:		
	Three (3) Nos. LED type Phase indicating lamps with protection 2A SP MCBs. - 1 set		
2.13	Repair, Maintenance and replacement of following way prewired vertical type TP&N MCB distribution board of steel sheet for 415 volts on surface/ recess complete with loose wire box of sheet steel, dust protected, duly powder painted, inclusive of 200 amps tinned copper bus bar, common neutral link, earth bar, din bar for mounting MCB's, terminal connectors for all incoming and outgoing circuits, duly prewired with adequate size of FR PVC insulated copper conductor upto the terminal connector/ neutral link, earthing etc. as required (But without MCB/ RCCB/ Isolator). (Note: Prewired vertical type MCB TPDB is normally used where 3 phase outlets are required.): 8way Double door	1	each

S.NO.	DESCRIPTION	QTY.	UNIT
2.14	Repair, Maintenance and replacement of S/F prewired TP MCB DB: Fixed in the following way, three pole and neutral, prewired, sheet steel, MCB distribution board, 415 volts, on surface / recess, complete with loose wire box, terminal blocks, duly prewired with suitable size FR PVC insulated copper conductor up to terminal blocks, tinned copper busbar, neutral link, earth bar, din bar, detachable gland plate, interconnections, phosphatized and powder painted including earthing etc. as required. (But without MCB / RCCB / Isolator).		
a	6 way (4 + 18), Double door	3	each
b	8 way (4 + 24), Double door	3	each
c	12 way (4 + 36), Double door	5	each
2.15	Repair, Maintenance and replacement of following rating and breaking capacity MCCB in existing cubicle panel board including drilling holes in cubicle panel, making connections, etc. as required.	1	each
	100 Amp, 16 KA		
2.16	S/F TP MCB Isolator: Repair, Maintenance and replacement of following rating, four pole, 415 volts, MCB Isolator in the existing MCB DB complete with connections, testing and commissioning etc. as required.		
a	40 amps	6	each
b	63 amps	5	each
2.17	S/F DP RCCB: Repair, Maintenance and replacement of following rating, Double pole, 415 volts, Residual current circuit breaker (RCCB), having a sensitivity current upto 300 milliamperes in the existing MCB DB complete with connection, testing and commissioning etc. as required.		
A	40 amps	18	each
b	63 amps	15	each
2.18	Repair, Maintenance and replacement of 5 amps to 32 amps rating, 240 volts, 'B' series, miniature circuit breaker suitable for lighting and other loads of following poles in the existing MCB DB complete with connections, testing and commissioning etc. as required.		
A	Single pole	235	each
b	Double pole (O/g of AC DB)	12	each
2.19	Repair, Maintenance and replacement of pole blanking plate in the existing MCB DB complete etc. as required.	5	each
2.20	Repair, Maintenance and replacement of M.V. danger notice plate of 200 mm X 150 mm, made of mild steel, at least 2 mm thick, and vitreous enamelled white on both sides, and with inscription in single red colour on front side as required.	1	each

S.NO.	DESCRIPTION	QTY.	UNIT
2.21	Repair, Maintenance and replacement of 1.1 KV grade single core/multicore aluminum conductor XLPE insulated and PVC sheathed armoured cable conforming to IS 1554 (Part-I) 1988.		
a	3.5 Core, 185 sq.mm. XLPE Aluminum Cable	40	meter
b	3.5 Core, 120 sq.mm. XLPE Aluminum Cable	20	meter
c	4 Core, 25 sq.mm. XLPE Aluminum Cable	30	meter
d	4 Core, 16 sq.mm. XLPE Aluminium Cable	55	meter
2.22	Repair, Maintenance and replacement of one number PVC insulated and PVC sheathed / XLPE power cable of 1.1 KV grade of following size on cable tray as required.		
a	Upto 35 sq. mm (clamped with 1mm thick saddle)	80	meter
b	Above 95 sq. mm and upto 185 sq. mm (clamped with 25/40x3mm MS flat clamp)	20	meter
c	Above 185 sq. mm and upto 400 sq. mm (clamped with 40x3mm MS flat clamp)	40	meter
2.23	Repair, Maintenance and replacement of cable end termination with brass compression glands and crimped aluminium lugs following sizes of PVC sheathed / XLPE aluminium conductor cable of 1.1 KV grade of the following sizes as required.		
a	3½ X 185 sq. mm (57mm)	4	each
b	3½ X 120 sq. mm (57mm)	2	each
c	4 X 25 sq. mm (28mm)	4	each
d	4 X 16 sq. mm (28mm)	4	each
2.24	Repair, Maintenance and replacement of following sizes of perforated M.S. cable trays including horizontal and vertical bends reducers, tees, cross members and other accessories as required and duly suspended from the ceiling with M.S. suspenders and including painting etc. as required		
a	100 mm width X 50 mm depth X 1.6 mm thickness	10	meter
b	150 mm. Width x 50 mm. Depth x 2 mm Thickness	20	meter
	Conduiting / Wiring for Telephone/LAN		
2.25	Repair, Maintenance and replacement of following sizes of medium class PVC conduit alongwith the accessories in surface/recess including cutting the wall and making good the same in case of recessed conduit as required.		
a	20 mm	250	meter
b	25 mm	1350	meter
c	32 mm	550	meter
2.26	Repair, Maintenance and replacement of following sizes (nominal size) on surface or recess with suitable size of phenolic laminated sheet cover in front including painting etc. required.		
a	180 mm X 100 mm X 60 mm deep	4	each
b	200x250x75	6	each
	Telephone Wiring		

S.NO.	DESCRIPTION	QTY.	UNIT
2.27	Repair, Maintenance and replacement of RJ-11 telephone socket outlet with GI sheet box and modular cover plate complete as required: -		
a	Single outlet in One Plate.	49	each
2.28	Repair, Maintenance and replacement of following pair, 0.5 sq. mm. FR PVC insulated copper conductor, unarmored telephone cable in the existing surface/ recessed steel / PVC conduit as required: -		
a	2 Pair	1230	meter
2.29	Repair, Maintenance and replacement of telephone cable with soldered terminals on both ends of 0.61 mm dia. Annealed tinned electrolytic grade copper conductor, PVC insulated, twisted pairs bunched together in concentric layers so as to minimize crosstalk and wrapped with melinex tape & overall PVC sheathed suitable for indoor telephone wiring conforming to ITD-S/WS-113C and S/WS-114 in existing MS conduit on surface/ recessed/ above false and floor race ways/ ceiling etc. complete as required:-		
a	10 Pair	65	meter
2.30	Repair, Maintenance and replacement of KRONE connector type main telephone tag block of following sizes in sheet metal enclosure of suitable dimensions fabricated out of 16 SWG sheet steel with castle key lock, hinged type cover including termination of telephone cables, making connections, painting of box etc. complete as required: -		
a	10 Pairs	5	each
b	50 Pairs	1	each
	Computer System Wiring		
2.31	Repair, Maintenance and replacement of 4 Pair CAT-6 Non-Plenum UTP cables of 24 AWG solid copper conductors complete as required.	1100	meter
2.32	Repair, Maintenance and replacement of RJ-45 Flush mounted information outlets wired according to T 5688 standard with a surface mount box complete as required: -		
	Single Outlet in one Face plate	68	each
2.33	Repair, Maintenance and replacement of prewired, fluorescent fittings / compact fluorescent fittings of all types, complete with all accessories and tube etc. directly on ceiling/wall/ False ceiling, including connections with 1.5 sq.mm. PVC insulated, copper conductor, single core cable etc. as required.	280	each

S.NO.	DESCRIPTION	QTY.	UNIT
2.34	Repair, Maintenance and replacement of prewired, fluorescent fittings of all types, complete with all accessories and tubes etc., including repair, maintenance and replacement of ball and socket 2 nos. down rods of 20 mm. dia. X 1.6 mm. thick steel conduit upto 30 cm. length, painting and wiring the down rods and connections with 1.5 sq.mm. PVC insulated, copper conductor, single core cable as required.	12	each
2.35	Repair, Maintenance and replacement of exhaust fan upto 450 mm sweep in the existing opening, including making the hole to suit the size of the above fan, making good the damage, connections, testing, commissioning etc. as required.	11	each
2.36	Repair, Maintenance and replacement of fan including wiring the down rods of standard length (upto 30 cm) with 1.5 sq.mm FR PVC insulated, copper conductor, single core cable, including Repair, Maintenance and replacement of phenolic laminated sheet cover on the fan box etc. as required.	6	each
2.37	Repair, Maintenance and replacement of louvers / shutters for exhaust fan: Supply of Light Fitting/Fans /Luminaries and Fixtures	11	each
2.38	Repair, Maintenance and replacement of following lighting fixtures complete with special electronics low loss ballast/ lumilux tube/ lamp/ condenser/ starter/driver/louvers/ reflector/cover etc. complete as required: -		
a	Integral round shaped surface mounted 6W high powered LED, warm white light fitting with opal diffuser. Bajaj BGCML 6W WW or Similar OSRAM/ Philips/Wipro	16	each
b	Integral 15W LED tube light fitting (Mirror Light) with aluminum diecast housing. Philips LED Linea or similar of Bajaj/Osram/Wipro	12	each
c	Surface/wall Mounted Strip type flourscent fitting suitable for and with 1 no. 28 watt lamps with diffuser Philips TWG 207 HF or Equivalent make of other as approved.	22	each
d	Surface mounted round shaped 15W LED luminaire with translucent cover fixed to the housing. Philips green LED Surface 15W or Equivalent make of other make as approved.	10	each
e	Recessed mounted direct/indirect decorative flourscent fitting suitable for and with 4 nos 14watt T5 lamps with full opal acrylic diffuser. Philips TBS570 4XTL5-14W HF ODF-WH or Similar make of other as approved.	83	each
f	Recessed mounted 2 x 18watt CFL lamp Fitting suitable for and with 2 Nos. 18Watt lamp with cover. Philips FBH 225 2XPL- C/2P 18W I 240 or Equivalent make of other make as approved.	79	each

S.NO.	DESCRIPTION	QTY.	UNIT
g	Recessed mounted 1 x 18 watt CFL lamp Fitting suitable for and with 1 No. 18 Watt lamp with glasscover. Philips FBH 085 IXPL- C/2P 18W I 240V RG FR or Equivalent make of other make as approved.	50	each
h	Recessed mounted 3X1 W watt LED down light Fitting with aluminum front ring with proper heat sink and have seivel effect, LEDs are lens and separate driver suitable for 3W LED Light. Bajaj BGSL 03 01 WH or Equivalent make of other make as approved.	12	each
i	Recessed mounted wall washer 2x18 watt CFL downlighter Fitting suitable for 36W LED Light. Bajaj BPWW 218W CFL W2EB or Equivalent make of other make as approved.	4	each
j	Surface/wall Mounted flexible Strip light (IP65) RGB color with driver suitable for indoor and outdoor use. Bajaj BCFL 300 25W WW IP 65 or Equivalent make of other as approved.	30	meter
k	Surface Mounted 35W CDMT track spot light luminaire suitable for and with 35W CDMT lamp with power coated die cast aluminum body. Philips MRS532 C IXCDMT -TC35W EB 12 or Equivalent make of other as approved.	4	each
2.39	Repair, Maintenance and replacement of stepped type electronic fan regulator on the existing modular plate switch box excluding modular plate as required.	2	each
2.40	Repair, Maintenance and replacement of following sizes of Exhaust Fans suitable for 230 Volt, 50 Hz, Single phase, A.C. supply and complete with all standard accessories such as motors, blades & louvers, shutters etc. in the existing opening i/c. making the hole to suit the sizes of the above fan & making good the damages and connection with 1.5 Sq.mm PVC insulated FRLS copper conductor wires from the point outlet to the fan as required. Makes GEC/Havels/Usha: LX 300 mm dia.	11	each
2.41	Repair, Maintenance and replacement of Revolving Type 400 mm sweep wall mounted deluxe fan with remote control complete as required. Make: USHA -Helix with remote or similar as approved.	4	each
2.42	Earthing with G.I. earth plate 600 mm X 600 mm X 6 mm thick including accessories, and providing masonry enclosure with cover plate having locking arrangement and watering pipe of 2.7meter long etc. with charcoal/ coke and salt as required. For Panel & Lightning Arrester Earthing	2	Set
2.43	Repair, Maintenance and replacement of 25 mm X 5 mm G.I. strip in 40 mm dia G.I. pipe from earth electrode including connection with G.I. nut, bolt, spring, washer excavation and re-filling etc. as required.	15	meter

S.NO.	DESCRIPTION	QTY.	UNIT
2.44	Repair, Maintenance and replacement of 25 mm X 5 mm G.I. strip on surface or in recess for connections etc. as required.	25	meter
2.45	Repair, Maintenance and replacement of Earthing with copper earth plate 600 mm X 600 mm X 3 mm thick including accessories, and providing masonry enclosure with cover plate having locking arrangement and watering pipe of 2.7meter long etc. with charcoal/ coke and salt as required.	2	Set
2.46	Repair, Maintenance and replacement of 25 mm X 5 mm copper strip in 40 mm dia G.I. pipe from earth electrode including connection with brass nut, bolt, spring, washer excavation and re-filling etc. as required.	10	meter
2.47	Repair, Maintenance and replacement of 25 mm X 5 mm copper strip on surface or in recess for connections etc. as required.	20	meter
2.48	Repair, Maintenance and replacement of 6 SWG dia G.I. wire on surface or in recess for loop earthing along with existing surface/ recessed conduit/ submain wiring/ cable as required.	350	meter
2.49	Zinc coating to be done on all units	7	
2.50	BIRAC has installed 150 KVA 3 phase Servokon stabilizer on August 2019. The warranty provided through the manufacturer shall be expiring on August 2021. The AMC cost of the same beyond August 2021 shall be included in the comprehensive quote.		

### **FIRE ALARM SYSTEM**

S.NO.	DESCRIPTION	QTY.	UNIT
3.1	Repair, Maintenance and replacement of Analogue addressable Multicriteria heat and smoke detectors with short circuit isolator, base and LED and connection etc. as required. (UL LISTED).		
	Multicriteria Smoke detector	37	each
3.2	Repair, Maintenance and replacement of Addressable fault isolating shorted, dewired and loose circuits between two successive fault isolators with automatic resetting arrangement (base model) modules (UL LISTED)	3	each
3.3	Repair, Maintenance and replacement of Addressable Manual call box with short circuit isolator, break glass /push button with built in LED for alarm indication suitable for recessed installation in wall connection etc. as required. (UL LISTED)	3	each

S.NO.	DESCRIPTION	QTY.	UNIT
3.4	Repair, Maintenance and replacement of Addressable sounders/electronics hooters cum speakers as required for the fire detection and alarm system to be fixed at appropriate height on wall on surface or in recess as required.	3	each
3.5	Repair, Maintenance and replacement of following single core PVC insulated FRLS copper wires in existing conduit for Fire alarm System.		
a)	2 x 1.5 sq. mm	485	meter
b)	4 x 1.5 sq. mm	220	meter
3.6	Repair, Maintenance and replacement of following sizes of steel conduit along with accessories in surface/recess including painting in case of surface conduit, or cutting the wall and making good the same in case of recessed conduit as required.		
a)	20 mm	225	meter
b)	25 mm	450	meter
	Note: - The compatibility of FA & Fire detectors should be maintained to the system existing in the MTNL building. The loop for BIRAC office is to be connected to the existing control panel of Fire alarm.		

#### **FIRE FIGHTING AND SPRINKLER SYSTEM**

S.NO.	DESCRIPTION	QTY.	UNIT
4.1	Repair, Maintenance and replacement of class 'c' heavy duty MS pipe conforming to IS 3589/1239 including fittings like elbows, tees, flanges, tapers, nuts bolts, gasket etc. pipe on the wall/ceiling with suitable clamps and painting with two or more coats of synthetic enamel paint of required shade complete as required.		
a	100mm dia	45	meter
b	80mm dia	35	meter
c	65mm dia	110	meter
d	32mm dia	115	meter
e	25mm dia	192	meter
4.2	Repair, Maintenance and replacement of headed internal hydrant valve with instantaneous Gun metal couplings of 63mm dia with cast iron wheel ISI marked conforming to IS 5290 (Type-A) with blank gunmetal cap and chain as required.	2	each
4.3	Repair, Maintenance and replacement of 6mm thick stainless steel with orifice of required size in between flanged & landing valve of external and internal hydrant to reduce pressure to working pressure of 3.5 kg/cm complete as per specification as required.	2	each



S.NO.	DESCRIPTION	QTY.	UNIT
4.4	Repair, Maintenance and replacement of gun metal valves of following sizes as required.		
a	50 mm dia	2	each
b	25 mm dia	2	each
4.5	Repair, Maintenance and replacement of 63mm dia, 15 mtr long RRL hose pipe with 63mm dia male and female gun metal couplings duly binded with GI wire, rivets etc. confirming to IS 636 (type-A) as required.	4	each
4.6	Repair, Maintenance and replacement of first -Aid hose reel with MS construction spray painted in post office red, confirming to IS 884 with upto date amendments, complete with the following as required.		
a	20/30/40m long 20mm (nominal internal) Dia water hose thermoplastic (textile reinforced) type -2 as per IS 12585		
b	20mm (nominal internal) dia gun metal globe valve & nozzle.		
c	Drum and brackets for equipment on wall.		
d	Connections from riser with 40 mm dia stop valve (gun metal) & M.S. pipe	2	each
4.7	Repair, Maintenance and replacement of 63mm gun metal branch pipe with 20 mm (nominal internal diameter) size gun metal nozzle conforming to IS 903, suitable for instaneous connection to interconnect hose pipe coupling as required.	2	each
4.8	Repair, Maintenance and replacement of 15 mm size quartzoid bulb type sprinklers, of rating 68 degree C. pendent with required accessories.	132	each
4.9	Repair, Maintenance and replacement of Pressure switch in the MS pipe Line including connection etc. as required.	2	each
4.10	Repair, Maintenance and replacement of flow switches in 100/150mm dia MS pipe.	2	each
4.11	Repair, Maintenance and replacement of angle iron (40mmx40mm x5mm) door frame and MS sheet (2mm thick) cum glass shutter of size 2.1 mtr. X 1.2mtr. (N.S.) with 25mmx25mmx3mm angle frame all around & stiffened in between i/c hinges, handle, locking arrangement, painting with approved synthetic enamel paint i/c sign writing on glass at internal hydrant including MS sheet 2mm thick on remaining portion above door to close opening i/c painting etc. as required.	2	each

The above list of equipment is indicative only. Any equipment/device/wiring/panel etc. which is not indicated in the above list, but forms part of the overall system, shall be deemed to be included in the scope of work. The bidder may inspect the premises thoroughly, before quoting for the work. The bidder should physically inspect the entire systems which are to be covered under contract and also to make an assessment of the average consumption of consumables/spares etc., before quoting their rates.

## **TOOLS & PLANTS**

All the general & special tools, tackles including chain pulley blocks etc., required for proper maintenance and repairs and attending break down etc, shall be arranged by the contractor at his own cost and issued to the staff deployed by him for this work.

## **CONSUMABLES**

The rates shall be all inclusive of establishment as well as spares and consumables as per scope of work. The bidder is required to assess the probable quantity of all types of spares and consumables likely to be required for replacement for keeping all the installations in good working conditions and include the lump sum cost of these spares & consumables. Nothing extra on any account shall be payable over and above the approved all-inclusive comprehensive rates of the contract.

The consumables and spares shall be of best standard quality purchased from the original manufactures or authorized dealers only.

All spares and consumables shall be arranged by the contractor for which nothing extra shall be payable.

Replaced parts/ spares, used burnt oil etc. will be property of the vendor. It is his responsibility to disposed them off immediately as per norms of **Pollution Control Board**.

All the maintenance woks shall be carried out in accordance with the manufacturer's specification and instruction. However tentative schedule of maintenance shall be as per the format given.

## **PENALTY CLAUSE:**

The corrective/breakdown maintenance is to be carried out any time during 24hrsX 365days.

- a) Minor Maintenance: - Inclusive of Repairing and Replacement of all Spares/Components and all other associated accessories which are covered otherwise and attention of all defects other than major defects.
  - i. Response Time (Max.) - 24 hours
  - ii. Resolution Time (Max) – 48 hours
- b) Major Maintenance - Detection of Gas leakage, Refilling/Charging of gas, welding works, Rewinding of Motors, Basically it covers attention of all types of Major Failures/Breakdowns.
  - i. Response Time (Max,) - 48 hours
  - ii. Resolution Time (Max) - 72 hours

Call made before 16:00 Hrs shall have to be attended on same day. Call made after 16:00 Hrs shall be attended by 10:00 Hrs on next day.

If work is not done as per above schedule or any system is not functioning then a penalty @ rate of Rs. 500/- per day shall be imposed on contractor for each location separately and will be deducted from the AMC amount due to the contractor and if unsatisfactory performance is continued for more than two days, the AMC is liable to be terminated and final decision for this shall rest with the BIRAC.

If contractor is not able to rectify the fault beyond above schedule. then the same may be got done through some other agency at the risk and cost of contractor failing which the same amount will be deducted from AMC bill and penalty as stipulated above will also be imposed. However, the decision of the BIRAC in this regard shall be final and binding.

**Deployment of Site Supervisor and Technician to ensure smooth functioning of HVAC systems as and when required.**

Mere deployment of MAN POWER does not amount to fulfilment of obligation of the contractor. Contractor will be responsible for satisfactory maintenance of all the systems under the scope of contract and smooth functioning of all services in the BIRAC, New Delhi.

During break down, if required more skilled/un-skilled workers may be deployed by the contractor to complete the work without interruption of services.

In case of break down immediate action must be taken to rectify the fault and restore the functioning of systems within reasonable time as considered by BIRAC failing which penalty clause will be invoked.

The contractor is also expected to maintain a minimum Inventory of critical spares that have long delivery period.

The contractor shall issue the identity cards to his workmen on his own cost and shall intimate to BIRAC in writing as and when there is any change.

The contractors shall be responsible for the safety of all the items of furniture, plants, office equipment and other fittings provided in the premises and shall be liable to make good any loss to the same if damaged during the execution of their duties which shall be recoverable from their monthly bill or other dues payable to the contractors by the company.

The contractor shall be responsible for the good conduct and behaviour of his employees. If any employee of the contractor is found misbehaving with BIRAC staff, the contractor shall terminate the services of such employees at their own risk and responsibility. The contractor shall issue necessary instruction to his/its employees to act upon the instructions given by BIRAC.

Site Technician/Supervisor: The contractor's supervisor shall be available at all times over phone for receiving instructions from the BIRAC. He shall also attend all site meetings & co-ordination meetings & arrange to carry out work smoothly as per the agreed time schedule. Any instruction given to the site supervisor shall be construed as if the same is given to the contractor. The contractor shall provide the technician / mechanics, who have undergone the basic training of all the tools / equipment to handle any emergencies with regard to all inclusive comprehensive maintenance of HVAC systems.

Any material required for making good the damages will be brought by the contractor at his own cost and risk, and such material should be of proper brand and of good quality.

The firm will be responsible for the security/insurance of their staff working at site and

BIRAC will not be responsible in any manner in case of any accident / miss- happenings.

They shall be responsible for any periodic statutory inspection to be carried out on the equipment necessary test report and certificate rectification of defects, pointed during such inspection etc.

Contractors should follow all safety norms and provide necessary safety equipment at their own cost. In case of any accident during the testing / maintenance of the equipment leading to injuries / damages to human beings equipment and / or loss of life, the contractor shall be fully responsible for setting all claims and indemnify the department against any claims arising out of such accidents. Consequent damages to other systems will however be recoverable from the contractor.

### **WATCH & WARD**

Watch and Ward of their material, machineries and system etc. till end of the contract shall be the sole responsibility of the contractor and pilferage etc. shall be entirely to his account and will be handed over to client in good working condition at the termination of contract.

## **5.0 Instruction to Bidders**

**5.1** The bidders are expected to examine all the instructions in the Bid Document. Failure to furnish all information required by the Bid Document or submission of a Bid not substantially responsive to the Bid Document upto the satisfaction of the BIRAC in every respect will be at Bidder's risk and responsibility and may result in the rejection of its Bids.

## **5.2 Pre-bid meeting and Inspection of premises**

Bidder's may visit BIRAC office at 1st Floor, MTNL Building,9, CGO Complex, Lodhi Road, New Delhi-110003 for inspection within working hours i.e. 9:30 AM to 06:00 PM from 29th May 2020 to 07th June 2020. Pre bid meeting will be held on 08th June 2020 at 11:00 AM through virtual mode and link of the meeting will be shared with the prospective bidders.

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

## **5.4 Language of Bid**

The bid prepared by the bidder and all correspondence and documents exchanged between the bidder and BIRAC relating to the Bid submitted shall be in English language. However, printed literature furnished by the bidder may be in any other language as long as it is accompanied by an English translation of all its contents. In such a case for the purposes of the interpretation of bid, English translation shall prevail.

## **5.5 Signing the Bid**

The bid shall be signed by the bidder or a person duly authorized to bind the bidder to the contract. The authorization shall be indicated by written letter of authorization/ board resolution / agency agreement etc. accompanying the bid. The person or persons signing the bid documents shall initial all pages of the bid, except for un- amended printed literature.

## **5.6 Cost of Bidding**

The bidder shall be solely liable to bear all costs and expenses associated with the preparation and submission of its bid, BIRAC will in no case be held responsible or liable for payment of any costs associated with the preparation or submission of the said bids irrespective of the outcome of the bidding process as also in case the entire bidding process or part thereof is nullified/ cancelled due to any reason whatsoever.

## **5.7 Validity of Bids**

- i) Bids shall remain valid for 90 days after the bid closing date. A bid valid for a shorter period will be considered as non-responsive and be liable to be rejected by the BIRAC.
- ii) In exceptional circumstances, BIRAC may solicit the bidder's consent to an extension of the period of validity.

## 5.8 Submission details

Bids are to be submitted in sealed covers as per the details given below. Also soft copy of all the documents mentioned under Point No. i), ii), iii) a & iii) b are to be submitted in Pen Drive. **Please note that document mentioned under iii) c "Price bid" has to be submitted in hard copy only.**

- i) Authorization letter (**Annexure I**)
- ii) EMD in form of Demand Draft (DD) with covering letter (**Annexure - II**) - The Earnest Money of Rs. 18,000/- (Eighteen Thousand only) in the form of a Demand Draft, payable at New Delhi from any commercial bank in favour of "Biotechnology Industry Research Assistance Council" (BIRAC) has to be submitted along with bid document. If the bid is received without EMD, it would not be considered and would be summarily rejected.
- iii) The bid shall be submitted in sealed envelope super scribed with **Enquiry number, Subject and Date of closing** prominently underlined, along with the address of this office. This envelope shall contains the following:
  - 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**).
- iv) Only one bid should be included in one cover.
- v) The bid which fails to comply with the above instructions shall be summarily rejected.
- vi) Transfer of Bid Document - Non Transferable
- vii) Price bids, which remain unopened with BIRAC, will not be returned to the concerned bidders.
- viii) Any change in the price after opening of the bids will not be considered.
- ix) Late bids - Bidders are advised in their own interest to ensure that bid reaches the specified office well before the closing date and time of the bid. BIRAC will not be responsible for the loss of the bid or delay in postal transit. Any bid received after dead line for submission of bid, will be rejected and returned unopened.
- x) The cost for preparing the BID including visits by the bidder to BIRAC Office is not reimbursable.
- xi) Exemptions referred to EMD should be clearly declared by the bidder.

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

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

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

## **5.10 Amendments and Addendum of BID Document**

- i. At any time prior to the deadline for submission of bids, BIRAC may at its own discretion and for any reason whatsoever whether at its own initiative or in response to a clarification requested by a bidder modify the Bid Documents by notifying any such amendment as may be drafted/incorporated to the original bid documents.
- ii. The amendment and addendum, if any will be notified by BIRAC or published on the BIRAC website ([www.birac.nic.in](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.

## **5.11 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.

## **5.12 Special Considerations For MSME**

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

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

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

### **5.13 Conflict of Interest**

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

### **5.14 Warranty of the firm**

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

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

### **5.16 Disclaimer**

- BIRAC shall not be responsible for any late receipt of bid for any reasons whatsoever.
- BIRAC reserves the right to reject all bids without assigning any reasons thereof.
- To relax or waive any of the conditions stipulated in this document as deemed necessary in the best interest of the BIRAC without assigning any reasons thereof.



## 5.17 Engagement Terms and Conditions

- i) The effective date of the engagement will be in accordance with the commencement of services.
- ii) The initial duration of the Contract shall be for a period of 02 years extendable thereafter for another one year based on the performance of the agency on mutually agreed Terms & Conditions with 5% per annum escalation applicable on the quoted price.
- iii) The Bidder shall be liable to indemnify BIRAC in all respects and meet and pay off the litigation expenses and all the liabilities including damages, sums etc. arising as a consequence of negligence, deficiencies, mistakes, lapses, delays etc. in the execution of the work and the services provided.
- iv) **Letter of Award (LOA):** On acceptance of Bid for awarding the contract, BIRAC will issue a Letter of Award "LOA" to the successful bidder in writing. Such successful bidder will need to sign a "Service and Confidentiality Agreement" (enclosed as Annexure - IX ). After signing of the Agreement, no variation in or modification of any of the terms of the Agreement shall be made except by written amendment signed by the parties. The engagement of the bidder shall be governed by the terms and conditions of the "Service and Confidentiality Agreement".
- v) **EARNEST MONEY DEPOSIT (EMD)**
  - **Submission of EMD:** The Earnest Money of Rs. 18,000/- (Eighteen Thousand only) in the form of a Demand Draft, payable at New Delhi from any commercial bank in favour of "Biotechnology Industry Research Assistance Council" (BIRAC) has to be submitted along with bid document. If the bid is received without EMD, it would not be considered and would be summarily rejected.
  - Bid security will not be necessary for bids from startup companies registered with DIPP ,OEMs, Authorized Distributors of OEMs, firms registered with a CPO or BIRAC or NSIC/Directorate of Industries and MSMEs and SMEs. However, the firms registered with a CPO or NSIC/Directorate of Industries have to submit evidence that they have a current and valid registration for the item(s) they intend to bid for, including the prescribed monetary limit.
  - **Forfeiture of EMD:** EMD of a bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the specified period of validity of bid. Further, if the bidder fails to furnish the required performance security within the specified period, its EMD will be forfeited.
  - **Refund of EMD:** EMD furnished by all unsuccessful bidders shall be returned without any interest whatsoever, after award of the contract. EMD of the successful bidder shall also be returned without any interest whatsoever, only after receipt of performance security, as required in the contract.
  - **Adjustment of EMD:** The earnest money deposited along with the bid documents for the present bid shall be in respect of the present bid document only and the contract to be hereby awarded only. No Bidder shall be entitled to request or claim for transferring and appropriating any previously deposited

amount or performance security amount or for adjusting any outstanding bill amount with the earnest money payable with the bid documents.

vi) **PERFORMANCE BANK GUARANTEE**

- The contractor shall furnish a Performance Bank Guarantee drawn on bank/branch in India for 7.5% of the Contract value, within 21 days of the date of signing of Service and Confidentially Agreement (**Format attached at Annexure - X**).
- BIRAC has the right to invoke the Performance Bank Guarantee in case the contractor fails to complete any/all obligations under the contract to the satisfaction of BIRAC.
- Performance Security is to be furnished by a specified date and it should remain valid for a period of 60 (Sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.
- The PBG will be duly discharged by BIRAC after successful completion of Contractor's obligations under the contract, including completion of any/ all obligations under the contract to the satisfaction of the BIRAC and/or person/agency appointed by it for the said purpose.
- **Refund of Performance Security** - Performance Security shall be refunded to the supplier without any interest, whatsoever, after due performance and completion of all obligations under the contract. The refund of performance security shall not normally be later than 90 days of such performance and completion of contract obligations.

vii) **PAYMENT TERMS**

1. Contractor shall submit the bills on approved Performa to In-charge Administration on quarterly basis for the services provided under the contract. The bills should be submitted by the 25th day of last month of corresponding quarter. This shall be scrutinized and checked before passing the bills for payment. The payments for all undisputed bills shall be made by BIRAC after scrutiny of the bills normally within 15 working days from the date of submission of original bills and related supporting documents.
2. Income Tax as per statutory provision shall be deducted from the bills and remitted to Income Tax authorities by Accounts Department of BIRAC. A TDS certificate shall be issued by BIRAC to the Contractor for such deductions.
3. BIRAC shall make timely payments through Electronic Payment Mechanism (viz NEFT/ RTGS /ECS). Bank details have to be provided by the Contractor.
4. BIRAC shall not be liable for any consequences, whatsoever, in case there is a delay in making payments for any reasons resting with contractor. Further, no interest shall be paid on such delayed payments.
5. **With holding / Recovery from payment:** BIRAC reserves the right to recover from the bills of the Contractor the amount due to BIRAC against any losses and

damages including Liquidated Damages or as a result of any claims / compensation or due to any statutory imposition etc. without any notice. BIRAC also reserves the right to withhold any payment to safeguard the interest of BIRAC against any dues for which the decision of the company shall be final. In case of any legal disputes, withheld payments shall not be released till the dispute is settled. No interest shall be payable in case of such withheld amounts.

viii) **Jurisdictions**

All the disputes or difference regarding the bid/contract shall be governed by the jurisdiction of the courts situated at New Delhi.

## **6.0 Evaluation Methodology**

**6.1 Opening of Bids by BIRAC:** BIRAC will open the Bids on the stipulated date and time as given in the schedule. Authorized representative of the bidder is requested to attend the bid opening process.

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

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

### **6.4 Technical evaluation criteria (TEC) (*Annexure - IV*)**

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

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

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

### **6.6 Price Bid (*Annexure -V*)**

- i) The price bid of the bidders qualified technically shall be opened on stipulated date and time by the Committee in the presence of bidders present.
- ii) The Bidder with the lowest price quote will be considered as L1 and the Letter of Award (LOA) will be issued. If more than one agency stand on equal Price Quote, then the agency having more relevant experience will be considered for award of contract. Engagement of qualified bidder shall be subject to the verification through reference check.
- iii) The bidder is expected to quote rate after careful analysis of cost involved considering all specifications and conditions of contract. In case it is noticed that the rates quoted by the bidder are unusually high or unusually low, it will be a sufficient ground for rejection of the tender unless the reasonableness of the rates is convincing. For scrutiny, the analysis for such rates is to be furnished by the bidder on demand.

iv) Special Considerations For MSME / Start-Ups

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

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

- v) The Bidder shall complete the price bid furnished in the bidding document.
- vi) Price bid quoted by the successful bidder shall be held firm during initial duration of contract.
- vii) Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. Price bid are to be strictly in accordance with bid. Conditional bid is liable to be rejected.
- viii) Duties, taxes and other levies payable as per the statute should not be included in the bid. The price bid shall be quoted exclusive of the applicable taxes.
- ix) The bidders shall not indicate separate discount. Discount if any should be merged in the quoted rates.
- x) Rate for each item shall be quoted. If any item in the price bid is left blank/Zero/NIL/Free the bid may not be considered for evaluation.
- xi) If there is any discrepancy in the unit price & total price, the unit price will prevail and the total price will be corrected accordingly.
- xii) If there is any discrepancy between words and figures the amount in words shall prevail.

## 7.0 Pre-Qualification Criteria (PQC)

The following will be the minimum Pre-Qualification Criteria (PQC). Responses not meeting the minimum PQC will be summarily rejected and will not be evaluated further:

Sl. No.	Pre-Qualification Criteria	Indicative Supporting Documents
1.	The bidder shall be a legal entity, registered as a Company/LLP/Society/partnership firm/ proprietorship firm under respective acts in India.	Self-attested copy of Company Incorporation Certificate from ROC/Partnership deed etc., If MSME status is being claimed then related documents must also be submitted at PQC stage itself. Such as proof of MSME being owned by women/SC & ST, or any other document such as udhyog aadhar.
2.	The bidder must be registered in India with taxation and other administrative authorities	Self-attested Copy of GST Registration or GST exemption certificate/ PAN Card
3.	The bidder must have at least 5 years of experience in providing similar services	Self-attested Copy of the work orders and letter of successful completion from the client
4.	The bidder has to be profitable and should not have incurred loss in preceding three years	Certificate with UDIN number from the of the Organization/Audited Balance sheets for last three financial years, Income Tax return
5.	The bidder should have completed similar kind of work in <b>any one</b> Central Govt./State Govt./PSUs/Govt. bodies in India in preceding five years	Self-attested Copy of the work order and letter of successful completion from the client
6.	The bidder should not have been blacklisted by any Central /State Government / Public Sector Undertaking, Govt. of India.	Undertaking on the Letter Head of the Proponent duly signed & Stamped by Authorized Signatory <b>(Annexure - VI)</b>
7.	The bidder 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 bid and in the execution of agreement.	Undertaking on Proponent's Letter Head, duly signed and stamped by the Authorized Signatory <b>(Annexure - VII)</b>
9.	The bidder should not have pre-exited or terminated any contract with or by BIRAC in last 05 years as on the date of submission.	Undertaking on Proponent's Letter Head, duly signed and stamped by the Authorized Signatory <b>(Annexure - VIII)</b>

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

## 8.0 Technical Evaluation Criteria

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

Sl. No.	Technical Evaluation Criteria	Maximum Score (Total 70)	Indicative Supporting Documents
1.	<b>Financial strength</b>	15	Certificate with UDIN number from the Organization/Audited Balance sheets for last three financial years, Income Tax return
2.	<b>Experience in similar class of work -ongoing &amp; completed for last 5 years</b>	20	Self-attested Copy of the work orders and letter of successful completion from the client
3.	<b>Performance on timely attaining completion/ absence of dispute or arbitration for last 5 years from PSU/Govt. only</b>	10	Performance report on timely attaining completion/absence of dispute or arbitration obtained from PSU/Govt Clients with date and stamp
4.	<b>ISO certifications / other accreditations</b>	5	Self-attested copy of the Certification/ other accreditations available
5.	<b>Manpower Strength (currently working with the Agency/Bidder)</b>	10	Self-attested copy of Number of staff deputed on agency's letter head as per Format 1
6.	<b>Number of PSU/ Govt. clients for last 5 years</b>	10	Self-attested Copy of the work orders and letter of successful completion from the client

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

*Performance Certificate without any mention of client satisfaction will be considered as satisfactory.*

**Letter of Authorization**

(To be submitted on Agency's Letter Head)

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

**Subject: Letter for Authorized Signatory**

Ref. No. BIRAC/HR&A/007/2020/ENQ- 29

Dear Sir / Madam,

This has reference to your above mentioned bid for Engaging Agency Annual Maintenance contract for All Inclusive Comprehensive maintenance of Variable Refrigerant Volume (VRV) / Variable Refrigerant Flow (VRF) Modular Type Air-conditioning System, Fire Alarm System, Fire Fighting system, Sprinkler system, LT Panels, Distribution Board, Electrical Fitting and Wiring at Biotechnology Industry Research Assistance Council.

Mr./Miss/Mrs. \_\_\_\_\_ is hereby authorized to submit the bid & attend opening of the above Bid No. \_\_\_\_\_ on behalf of M/s \_\_\_\_\_ (Agency Name).

**The specimen signature is attested below:**

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

(Specimen Signature of Representative) \_\_\_\_\_

\_\_\_\_\_

Signature of Authorizing Authority

Name of Authorizing Authority & Designation:

Company Seal:

***Note: Permission for entry to the hall where bids are to be opened may be refused in case authorization as prescribed above is not received.***



**Covering letter with EMD**  
(To be submitted on Agency's Letter Head)

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

**Subject: Submission of EMD**

Ref. No. BIRAC/HR&A/007/2020/ENQ- 29

Dear Sir / Madam,

This has reference to your above mentioned bid for Engaging Agency providing Annual Maintenance contract for All Inclusive Comprehensive maintenance of Variable Refrigerant Volume (VRV) / Variable Refrigerant Flow (VRF) Modular Type Air-conditioning System, Fire Alarm System, Fire Fighting system, Sprinkler system, LT Panels, Distribution Board, Electrical Fitting and Wiring at Biotechnology Industry Research Assistance Council.

Mr./Miss/Mrs. \_\_\_\_\_ hereby submit the Earnest money deposit in the form of Demand draft bearing number \_\_\_\_\_ amounting to Rs. \_\_\_\_\_ payable at New Delhi on behalf of our agency.

\_\_\_\_\_  
Authorized Signatory

Company Seal:

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

**Reference Number:** BIRAC/HR&A/007/2020/ENQ- 29

To,

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

**Sub: Limited Tender Enquiry For Engaging Agency For Providing Annual Maintenance Contract For All Inclusive Comprehensive Maintenance Of Variable Refrigerant Volume (VRV) / Variable Refrigerant Flow (VRF) Modular Type Air-Conditioning System, Fire Alarm System, Fire Fighting System, Sprinkler System, LT Panels, Distribution Board, Electrical Fitting And Wiring At Biotechnology Industry Research Assistance Council.**

Dear Sir/Madam,

Having reviewed and fully understood all of the requirements of the Bid Document and information provided, the undersigned hereby bids for the assignment referred above. The validity of this bid is confirmed for 90 days after the bid closing date and all the documentary evidences as per the requirement are submitted.

<b>Sl. No.</b>	<b>Description</b>	<b>Response</b>
1	Name of the Bidder	
2	Address	
3	Name, designation & address of the person to whom all references shall be made	
4	Telephone No. (with STD code)	
5	Mobile No. of the contact person	
6	Email ID of the contact person	

Sl. No.	Pre-Qualification Criteria	Supporting Documents Required	Type of Document	Page number of the supporting document
1.	The bidder shall be a legal entity, registered as a Company/LLP/Society /partnership firm/ proprietorship firm under respective acts in India.	Self-attested copy of Company Incorporation Certificate from ROC/Partnership deed etc., If MSME status is being claimed then related documents must also be submitted at PQC stage itself. Such as proof of MSME being owned by women/SC & ST, or any other document such as udhyog aadhar.		
2.	The bidder must be registered in India with taxation and other administrative authorities	Self-attested Copy of GST Registration or GST exemption certificate/ PAN Card		
3.	The bidder must have at least 5 years of experience in providing similar services	Self-attested Copy of the work orders and letter of successful completion from the client		
4.	The bidder has to be profitable and should not have incurred loss in preceding three years	Certificate with UDIN number from the of the Organization/Audited Balance sheets for last three financial years, Income Tax return		
5.	The bidder should have completed similar kind of work in <b>any one</b> Central Govt./State Govt./PSUs/Govt. bodies in India in preceding five years	Self-attested Copy of the work order and letter of successful completion from the client		
6.	The bidder should not have been blacklisted by any Central /State Government / Public Sector Undertaking, Govt. of India.	Undertaking on the Letter Head of the Proponent duly signed & Stamped by Authorized Signatory ( <b>Annexure - VI</b> )		

Sl. No.	Pre-Qualification Criteria	Supporting Documents Required	Type of Document	Page number of the supporting document
7.	The bidder 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 bid and in the execution of agreement.	Undertaking on Proponent's Letter Head, duly signed and stamped by the Authorized Signatory <b>(Annexure - VII)</b>		
9.	The bidder should not have pre-exited or terminated any contract with or by BIRAC in last 05 years as on the date of submission.	Undertaking on Proponent's Letter Head, duly signed and stamped by the Authorized Signatory <b>(Annexure - VIII)</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 : \_\_\_\_\_

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

**Reference Number:** BIRAC/HR&A/007/2020/ENQ- 29

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

**Sub: Limited Tender Enquiry For Engaging Agency For Providing Annual Maintenance Contract For All Inclusive Comprehensive Maintenance Of Variable Refrigerant Volume (VRV) / Variable Refrigerant Flow (VRF) Modular Type Air-Conditioning System, Fire Alarm System, Fire Fighting System, Sprinkler System, LT Panels, Distribution Board, Electrical Fitting And Wiring At Biotechnology Industry Research Assistance Council.**

Sl. No.	Technical Evaluation Criteria	Indicative Supporting Documents	Type of Document	Page number of the supporting document
1.	<b>Financial strength</b>	Certificate with UDIN number from the of the Organization/Audited Balance sheets for last three financial years, Income Tax return		
2.	<b>Experience in similar class of work -ongoing &amp; completed for last 5 years</b>	Self-attested Copy of the work orders and letter of successful completion from the client		
3.	<b>Performance on timely attaining completion/ absence of dispute or arbitration for last 5 years from PSU/Govt. only</b>	Performance report on timely attaining completion/absence of dispute or arbitration obtained from PSU/Govt Clients with date and stamp		
4.	<b>ISO certifications / other accreditations</b>	Self-attested copy of the Certification/ other accreditations available		

Sl. No.	Technical Evaluation Criteria	Indicative Supporting Documents	Type of Document	Page number of the supporting document
5.	<b>Manpower Strength (currently working with the Agency/Bidder)</b>	Self-attested copy of Number of staff deputed on agency's letter head as per Format - 1		
6.	<b>Number of PSU/ Govt. clients for last 5 years</b>	Self-attested Copy of the work orders and letter of successful completion from the client		

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 : \_\_\_\_\_

**Manpower Strength  
(currently working with the Agency/Bidder)  
(To be submitted on Agency's Letter Head)**

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

**Note:**

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

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

**Reference No.** - BIRAC/HR&A/007/2020/ENQ- 29

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

**Sub: Annual Maintenance Contract For All Inclusive Comprehensive Maintenance Of Variable Refrigerant Volume (VRV) / Variable Refrigerant Flow (VRF) Modular Type Air-Conditioning System, Fire Alarm System, Fire Fighting System, Sprinkler System, LT Panels, Distribution Board, Electrical Fitting And Wiring At Biotechnology Industry Research Assistance Council.**

Sl. No	Description of Work (Details as mentioned under Scope of work)	Amount in Figures (Rs)	Amount in words (Rs.) (Exclusive of taxes as may be applicable)
1	HRV & HVAC SYSTEM		
2	ELECTRICAL FITTINGS & WIRING		
3	AMC COST OF 150 KVA 3 PHASE SERVOKON STABILIZER (w.e.f AUGUST 2021)		
4	FIRE ALARM SYSTEM		
5	FIRE FIGHTING AND SPRINKLER SYSTEM		
	<b>Total Amount</b>		

**Note:**

- a. **The price bid shall be quoted exclusive of the applicable taxes. Duties, taxes and other levies payable as per the statute should not be included in the bid.**
- b. Rate against each item should be quoted in all sections of the Price Bid Format.
- c. If any item in the price bid is left blank/Zero/NIL/Free the bid may not be considered for evaluation.
- d. The Agencies will not indicate separate discount, discount if any should be merged in the quoted rates.
- e. If there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- f. Special consideration will be given to MSMEs and Start-ups as per clause 5.11 indicated above.
- g. After giving special consideration, if more than one agency stand on equal Price Quote, then the agency having more relevant experience will be considered for award of contract.



**UNDERAKING WITH REGARD TO BLACKLISTING**

(To be submitted on Agency's Letter Head)

**Reference No.** BIRAC/HR&A/007/2020/ENQ- 29

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 : \_\_\_\_\_

**UNDERTAKING WITH REGARD to NON-LITIGATION**

(To be submitted on Agency's Letter Head)

**Reference No.** - BIRAC/HR&A/007/2020/ENQ- 29

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)

**Reference No.** - BIRAC/HR&A/007/2020/ENQ- 29

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 : \_\_\_\_\_

**SERVICE AND CONFIDENTIALITY AGREEMENT**

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2019 at New Delhi BY and BETWEEN the **Biotechnology Industry Research Assistance Council**, a Government of India Enterprise having its office at **1st Floor, MTNL Building, 9, CGO Complex, Lodhi Road, New Delhi-110003** hereinafter referred to as "BIRAC" (which expression shall wherever the context so admits include its successors and assignees) of the **First Part**

AND

\_\_\_\_\_ 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 engage the Contractor for providing Annual Maintenance contract for **All Inclusive** Comprehensive maintenance of Variable Refrigerant Volume (VRV) / Variable Refrigerant Flow (VRF) Modular Type Air-conditioning System, Fire Alarm System, Fire Fighting system, Sprinkler system, LT Panels, Distribution Board, Electrical Fitting and Wiring at Biotechnology Industry Research Assistance Council and the Contractor hereby agrees to provide the same governed by below mentioned terms and conditions.

NOW THEREFORE, the parties hereby agree to be bound by the provisions set out in this agreement.

**1. INTERPRETATION**

- i. Confidential Information: "Confidential Information" means all information (whether in oral, written or electronic form) relating to BIRAC , matters related to BIRAC's corporate affairs, minutes of the meeting(s) or other agnate materials including any notes or summaries derived from those materials of the Disclosing Party and confidential information received by the Disclosing Party from third parties, but excludes any information that: (1) was lawfully in the possession of the Recipient before receiving it from the Disclosing Party; (2) is provided in good faith to the Recipient by a third party without breaching any rights of the Disclosing Party or any other party; (3) is or becomes generally available to, or accessible by, the public through no fault of the Recipient; (4) is independently developed by the Recipient without use of the disclosed Confidential Information or (5) is required by public authority, by law or decree.
  - ii. Words importing the singular numbers shall include the plural number and vice versa.
- 2. Headings and subheadings are for convenience only and shall not be deemed to be a part of this Agreement.**

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

- i. The Contract shall be effective for an initial period of 02 (two) years extendable thereafter for another one year based on the performance of the agency on mutually agreed Terms & Conditions with 5% per annum escalation applicable on the quoted price.
- ii. This Contract does not constitute and will not be deemed to constitute and exclusive commitment/ arrangement between BIRAC and the Agency.
- iii. BIRAC will not retain any control for direct supervision of the contracted services and execution of this Contract does not create any liability, explicit or implicit, on BIRAC in respect of the manpower engaged.
- iv. This Contract may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single Contract.
- v. The rights and remedies herein provided are cumulative with, and not exclusive of, any rights or remedies provided by law.

### **4. RESPONSIBILITIES OF THE AGENCY**

- i. Discharge the duties, responsibilities and execute activities in furtherance of the Scope of Work as given in the Scope of work.
- ii. Ensure compliance with legal provisions related to this Contract. The Contractor shall obtain all requisite license and approval at his cost from the appropriate authority for executing this contract work and submit copy of such license and approval to BIRAC.
- iii. Deploy any workforce which will exclusively be on contractor's pay roll.
- iv. Ensure proper behavior of the work force provided for BIRAC. The contractor will prevent the work force from taking part in any direct or indirect association with a person or persons engaged in any antisocial activities, demonstrations, riots of agitation, which may in any way be detrimental or prejudicial to the occupants of land / properties in the neighborhood.
- v. Keep the BIRAC and its employees etc., harmless and indemnified from any consequential claims, actions, suits, proceedings, losses or damages on any ground whatsoever.
- vi. Take disciplinary action against any worker/staff engaged by him.
- vii. Undertake to indemnify the BIRAC against all claims which may arise under the noted acts:
  - a The Shops and Establishment Act.
  - b The Workman's compensation Act.
  - c The payment of Wages Act.
  - d The Contract labor (Regulation and Abolition) Act. 1970 and the rules framed thereunder.

- e Family Pension Scheme.
  - f Inter-state Migrant Workmen (Regulation of employment and condition of Service) Act, 1979.
  - g Any other Statutory Act/Law/Regulation made applicable during the pendency of the contract.
- viii. Be solely responsible for determining all matters of detail as to the manner in which a specific assignment is done with an objectively acceptable quality.
  - ix. Undertake necessary liaison work as may be required from time to time with the officials of the concerned departments.
  - x. Comply to the best of the technical /scientific knowledge, statutory, regulatory and safety guidelines established by the Government of India and BIRAC while performing the services.
  - xi. Take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the disclosing party including discussion of the Confidential Information in any public forum which includes formal and informal discussions.
  - xii. Comply with all applicable laws, rules and regulations and shall not indulge in any act, which constitutes an offence or a corrupt practice under the Indian laws.
  - xiii. Practice Chinese wall or Firewall policy within to deal with contrary interests or with confidential information.
  - xiv. Submit any other documentary evidence as & when called by the BIRAC in connection with this Contract.

## **5. WITHHOLDING OF PAYMENT**

BIRAC reserves the right to recover from the bills of the Contractor the amount due to BIRAC against any losses and damages including Liquidated Damages or as a result of any claims / compensation or due to any statutory imposition etc. without any notice. BIRAC also reserves the right to withhold any payment to safeguard the interest of BIRAC against any dues for which the decision of the company shall be final. In case of any legal disputes, withheld payments shall not be released till the dispute is settled. No interest shall be payable in case of such withheld amounts.

In order to protect BIRAC, it may withhold the whole or any part of the amount due to agency on account of evidence subsequently discovered in respect of following:

- i. For non-completion of contracted work to BIRAC's satisfaction.
- ii. Contractor's indebtedness arising out of execution of contract
- iii. All claims against Agency for Liquidated damages.
- iv. Any failure by the Agency to fully reimburse BIRAC under of indemnification provisions of this Contract. If, during the process of the Agency shall allow any indebtedness to accrue of which BIRAC may be primarily or contingently liable or ultimately responsible and agency shall, within five days after demand is made by the BIRAC, fail to pay and discharge such indebtedness, then BIRAC may during the period for which indebtedness

shall remain unpaid, withhold from the amounts due to Agency's a sum equal to the amount such unpaid indebtedness. When all the above grounds for withholding payments shall be removed, payment shall thereafter be made for amounts so withheld.

- v. Garnishee order issued by a Court of Law in India.
- vi. Income-tax deductible at source according to law prevalent from time to time in the country.
- vii. Any obligation of contractor which by any law prevalent from time to time to be discharged by the BIRAC in the event of contractor's failure to adhere to such laws.

## **6. CONFIDENTIALITY**

The Parties, undertake to maintain strict confidentiality and refrain from disclosure thereof, of all or any part of the Confidential Information and data exchanged/generated from the Process under this Contract for any purpose other than in accordance with this Contract. It shall be the responsibility of both the Parties to ensure maintenance of such confidentiality in respect of their behalf and on behalf of their employees, representatives and associates involved in related activities. Thus obligation under this Contract will commence on the Effective Date and will subsist till three years after completion/termination or till such time the confidential information falls into the public domain whichever is earlier.

## **7. RETURN OF MATERIALS**

Upon the conclusion of the task the Empanelled Firm undertakes to return or destroy materials containing Confidential Information in physical form handed over by the BIRAC in relation to the services or which was generated by the Empanelled Firm in the course of providing the services.

## **8. EARLY TERMINATION OF THE TERM**

This Agreement may be terminated without cause by either party upon not less than thirty (30) days prior written notice by either party to the other. BIRAC can terminate the agreement if the Empanelled Firm voluntarily ceases performing the Duties or "for cause", in case of any material breach of the terms agreed to. Any termination "For Cause" shall be made in good faith by the BIRAC. Upon termination, neither party shall have any further obligations under this Agreement, except for the obligations to maintain confidentiality. The financial liability shall cease as of such termination date. Upon termination the Empanelled Firm shall return all Confidential Information, as hereinafter defined, and copies thereof.

## **9. WAIVER AND ASSIGNMENT**

Any waiver by the BIRAC of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof. The Empanelled Firm shall not have the right to assign the rights or obligations under this Agreement without the prior written consent of BIRAC.

## **10. EFFECT OF THIS AGREEMENT**

- i. The duty of secrecy under this agreement will commence on the Effective Date and will subsist till three years after completion of the task or till such time the confidential

information falls into the public domain whichever is earlier.

- ii. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.
- iii. The rights and remedies herein provided are cumulative with, and not exclusive of, any rights or remedies provided by law.

## **11. DISPUTE RESOLUTION**

In the event of any dispute or difference between the Parties hereto upon or in relation to or in connection with this Contract, such dispute or difference, shall be resolved amicably and in good faith by mutual consultation.

If such resolution is not possible, then the unresolved dispute or difference whatsoever arising between the Parties out of or relation to the construction, meaning, scope, operation or effect of this Contract or the validity the breach thereof or in respect of any defined legal relationship associated therewith or derived therefrom dispute shall be submitted for arbitration to International Centre for Alternate Dispute Resolution (ICADR), an autonomous organization working under the aegis of the Ministry of Law & Justice, Department of Legal Affairs, Government of India. The Authority to appoint the sole arbitrator shall be the ICADR. The Arbitration under this Clause and provision of administrative services by ICADR shall be in accordance with the ICADR Arbitration Rules, 1996 read with The New Delhi International Arbitration Centre Act, 2019. The award made in pursuance thereof shall be binding on the Parties. The venue of arbitration shall be New Delhi and the arbitration proceedings shall be conducted in English Language. The provision of this Clause shall not become inoperative notwithstanding the Contract expiring or ceasing to exist or being terminated.

## **12. NOTICE**

Any notices, consents, objections, demands, requests or other communications required or permitted to be given pursuant to this Agreement shall be in writing, and shall be sent by registered post, return receipt requested, to the addresses of the parties set forth in the heading to this Agreement. Either party may designate, by notice, a change of address hereunder.

## **13. SEVERABILITY**

If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

## **14. GOVERNING LAW**

This Agreement shall be construed in accordance with and governed for all purposes by the laws of India applicable to contracts executed and wholly performed within such jurisdiction.



**15. AMENDMENTS OR WAIVER**

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

**16. NO OTHER RELATIONSHIP**

The Empanelled Firm agrees that all Services will be rendered as an independent contractor and that this Agreement does not create an employer-employee relationship or business partnership between the parties.

WHEREFORE, the Parties hereto through its duly authorized representatives have signed this Agreement on the day, month and year mentioned hereinbefore.

Signed

.....

On behalf of the Agency

Date.....

Signed

.....

On behalf of the BIRAC

Date.....

**WITNESS**

Signed

.....

On behalf of the Agency

Date.....

**WITNESS**

Signed

.....

On behalf of the BIRAC

Date.....

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

PERFORMANCE GUARANTEE

Ref. No. BIRAC/HR&A/007/2020/ENQ- 29

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

Date \_\_\_\_/ \_\_\_\_/ \_\_\_\_\_

To

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

Sirs,

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

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

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

\_\_\_\_\_

(Signature)

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

WITNESS NO.1

WITNESS NO.2

\_\_\_\_\_

(Signature)

Full name and Official  
address  
(in legible letters)

\_\_\_\_\_

(Signature)

Full name and Official address  
(in legible letters)

Attorney as per power of Attorney

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

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