



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

**Biotechnology Industry Research Assistance Council  
(BIRAC)  
(A Govt. Of India Enterprise)**

**Request for Empanelment**

**of**

**Intellectual Property (IP),  
Technology Transfer (TT), Legal and Resolution Professional, Finance and  
Company Secretary (CS) in Practice firms at  
Biotechnology Industry Research Assistance Company  
(BIRAC)**

**[No. BIRAC/HR&A/007/2022/ENQ- 39]**

**कार्यालय का पता**

**पहली मंजिल, एमटीएनएल बिल्डिंग, 9, सीजीओ कॉम्प्लेक्स, लोधी रोड, नई दिल्ली -110003  
(स्कोप कॉम्प्लेक्स के बगल में, गेट नंबर 13 के सामने, जेएलएन स्टेडियम)**

**First Floor, MTNL Building, 9, CGO Complex, Lodhi Road, New Delhi-110003  
(Next to Scope Complex, In front of Gate no. 13, JLN Stadium)**

**फोन/ Phone: + 91-11-24389600  
सीआईएन सं./ CIN No.: U73100DL2012NPL233152  
वेबसाइट का पता/ Website address: www.birac.nic.in**

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

**EXPRESSION OF INTEREST**

**1.0 Letter of Invitation**

Biotechnology Industry Research Assistance Council (BIRAC), New Delhi invites request for empanelment of technically competent, experienced and financially sound Firms in the domain of Intellectual Property (IP), Technology Transfer (TT), Legal, Resolution Professional, Finance and Company Secretary (CS) in practice firms at Office/s of Biotechnology Industry Research Assistance Council (BIRAC) at New Delhi.

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

<b>Bid No:</b>	BIRAC/HR&A/007/2022/ENQ- 39
<b>Brief Description:</b>	Empanelment of Intellectual Property (IP), Technology Transfer (TT), Legal, Resolution Professional, Finance and Company Secretary (CS) in practice firms at Biotechnology Industry Research Assistance Company (BIRAC)
<b>Category:</b>	Services
<b>Approximate Quantity:</b>	Need Based
<b>Contract Period:</b>	For a period of 03 (three) years extendable further for a period of 02 (two) years on mutually agreed terms and conditions
<b>Bid Originating Location:</b>	BIRAC Office, New Delhi
<b>Type of bid:</b>	Request for empanelment
<b>Cost of bid document (IN INR):</b>	NIL
<b>Earnest money Deposit (IN INR):</b>	NIL
<b>Performance Bank Guarantee (IN INR):</b>	NIL
<b>Issue / Sale of Bid document:</b>	Downloadable from BIRAC Website & Central Public Procurement Portal (CPPP)
<b>Bid Publication Date:</b>	02 <sup>nd</sup> December 2022
<b>Bid duration</b>	21 days
<b>Site/s Visit Dates:</b>	NA
<b>Pre-bid Meeting Date, time &amp; Venue:</b>	NA
<b>Last Date &amp; Time for Submission of BID:</b>	22 <sup>nd</sup> December 2022 by 02:00 PM
<b>Bid Opening Date &amp; Time:</b>	22 <sup>nd</sup> December 2022 at 02:30 PM
<b>Place of submission &amp; opening of bid:</b>	Biotechnology Industry Research Assistance Council (BIRAC), 1st Floor, MTNL Building, 9 CGO Complex, Lodhi Road, New Delhi – 110003

<b>Presentation Date, time &amp; Venue:</b>	(Shall be communicated later to PQC qualified bidders only) Biotechnology Industry Research Assistance Council (BIRAC), 1st Floor, MTNL Building, 9 CGO Complex, Lodhi Road, New Delhi – 110003
<b>Estimated Annual Cost of Contract:</b>	NA
<b>Site Location:</b>	Office/s of Biotechnology Industry Research Assistance Council (BIRAC) at New Delhi.
<b>Pre-Qualification Criteria:</b>	As per Clause - 7.0
<b>Bid Validity</b>	90 days from the Bid Closing Date

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

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

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

Thanking you,

Yours faithfully,  
Head - HR & Admin  
For BIRAC

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

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

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प्रथम मंजिल, एमटीएनएल बिल्डिंग, 9, सीजीओ कॉम्प्लेक्स, लोधी रोड, नई दिल्ली-110003, भारत  
1st Floor, MTNL Building, 9, CGO Complex, Lodhi Road, New Delhi - 110003, India  
Phone: +91-11-24389600 Fax: +91-11-24389611 Website: [www.birac.nic.in](http://www.birac.nic.in) E-mail: [birac.dbt@nic.in](mailto:birac.dbt@nic.in)  
सीआईएन सं./CIN No. : U73100DL2012NPL233152

## 2.0 Background

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

## 3.0 Objective

BIRAC invites request for empanelment of Indian, technically competent, experienced and financially sound Firms in the domain of Intellectual Property (IP), Technology Transfer (TT), Legal, Resolution Professional, Finance and Company Secretary (CS) in practice firms at Office/s of Biotechnology Industry Research Assistance Council (BIRAC) at New Delhi.

The services of IP Firms will be mainly utilized for aspects of IP Management. The services of TT Firms will mainly be utilized in the areas of technology transfer and technology acquisition services at National and International level. The services of Law Firms will be mainly utilized in the areas of Corporate Laws, Litigation, Regulatory affairs etc. The services of financial expert will be mainly utilized in areas of financial status evaluation, financial due-diligence, examination of accounts, audit, budget, insurance, charge creation through hypothecation and/ or bank Guarantee, transaction advice etc. The service of Company Secretary in practice firms will be mainly utilized for statutory filings of the company as per ROC requirement.

## 4.0 Scope of Work for

### 4.1 IP related services

BIRAC invites Request for Proposals providing necessary IP related services. The scope of the engagement includes;

1. IP Management including examination, drafting, filing, prosecution, litigation, maintenance of Intellectual Property in India and Abroad.
2. Patent Searches such as Patentability search, FTO, Patent Landscape, Invalidity/Validity and State of the Art Search
3. Aspects such as opposition, revocation and restoration of IP and any other proceedings under the relevant IP Acts and other IP management matters in India and Abroad
4. Handling foreign patent applications/Patents for registering/securing IP
5. Representing before the Appellate Board in India, miscellaneous actions under the relevant act and any other proceeding in India
6. IP Audit, valuation, licensing, commercialization strategy and opinion/advice related to IP matters
7. Other broad activities and sub-activities are provided as Annexure-I [A] which may be considered on reference basis; however, these sub-activities are indicative.

Acceptance to BIRAC Rate card for IP related services (*Annexure -I[A]*)

#### **4.2TT Firms**

1. Technology Identification
2. Technology Evaluation & demand selection
3. Technology Valuation and Costing
4. Technology Market analysis
5. Commercialization exploitation strategy
6. Tracking/ scouting emerging technologies
7. Tracking/ scouting of Industrial Partner/Companies for licensing
8. Technology/knowledge Management in Biotechnology
9. Technology acquisition
10. Negotiation & contracting for Technology Transfer
11. Post-Licensing Monitoring
12. Report Preparation
13. Any other related referrals of BIRAC

Acceptance of BIRAC Rate Card for Technology Transfer (*Annexure-1[B]*)

#### **4.3Law Firms**

##### **4.3.1 Law Firms/Individual Advocates**

The empanelled firms/individual advocates shall, as and when referred by BIRAC, render the following services:

- a) Providing legal opinion on issues referred to by BIRAC;
- b) Rendering services and providing opinion as and when referred on matters related to corporate affairs, regulatory aspects, techno-legal issues etc.
- c) Rendering services and providing opinion as and when referred on matters related to collateral/security/charge/guarantee, cases under Negotiable Instrument Act, Alternate Dispute Resolution, debt recovery, proceedings under Companies Act, taxation, Intellectual property etc.
- d) Handling notices and other legal queries addressed to/issued by BIRAC as and when referred.
- e) Representing BIRAC before any Court of Law or Tribunal or Statutory body under the relevant Act and any other proceeding anywhere in India as and when referred.
- f) Conducting legal due diligence as and when referred.
- g) Providing advice related to Legal matters of the company in Indian and International perspective as and when referred.
- h) Any such other issues as referred by the BIRAC from time to time

##### **4.3.2 Registered resolution professionals under insolvency and bankruptcy code**

- a) Providing opinion on issues referred to by BIRAC;
- b) Rendering services as and referred on matters related to CIRP Proceedings.
- c) Representing BIRAC before any Court of Law or Tribunal or Statutory body under the relevant Act and any other proceeding anywhere in India as and when referred.

- d) Conducting legal due diligence as and when referred.
- e) Providing Services as per Insolvency and Bankruptcy Code, 2016
- f) Any such other issues as referred by the BIRAC from time to time

**4.3.3 Specific terms for Empanelment of Law firms/Individual Advocates**

- i. The Law Firms/ Individual Advocates shall not be empaneled for specific Court/Tribunal/Registry and shall accept the referrals in the absence of any reasonable cause.
- ii. The empanelment does not confer any right or claim that the Law Firms/ Individual Advocates shall be entrusted to with the work by the BIRAC.
- iii. BIRAC reserves the right to verify/cross check the information furnished/submitted by the Law Firms/Advocates.
- iv. In case of any misconduct, BIRAC will take appropriate action against Law Firm which includes filling complaint with Bar Council and recovery of financial loss caused to the BIRAC due to the misconduct of the law firm. Here the word misconduct will have the same meaning as has been defined under Advocate Act, 1961.
- v. The fees payable to the Law Firm/ Individual Advocates shall be governed by the schedule of fee Structure given below and as amended from time to time.
- vi. That bills/invoices can be raised at the earliest after undertaking any task and in the same quarter as the clearance will be on quarterly basis. The invoices for activities undertaken after 15<sup>th</sup> of the last month of any quarter can be considered in the next quarter.
- vii. Any payment outside the fee structure can be made only on prior approval before such incurrence and post facto approval in case of exigencies by the competent authority of BIRAC.
- viii. Adjournments cannot be pressed in any case without prior permission of BIRAC.
- ix. The Law Firm/ Individual Advocates is free to private practice which should not, however, interfere with or in conflict with the efficient discharge of its responsibilities as an empaneled law Firm of BIRAC.
- x. The Law Firms/Advocates shall not advise any part or accept any case against the BIRAC.
- xi. If engagement of the services of an external source including any Senior Advocate or expert becomes essential, instructions from BIRAC should be taken in advance and their fees shall be payable through the Law firm. Fees shall be based on case to case approval.

- xii. BIRAC or the law firm may discontinue the services under this empanelment by giving one month prior notice to other.
- xiii. Upon the conclusion of the task or withdrawal of the case by BIRAC or in case of out of Court settlement or discontinuation of empanelment, the Empaneled Firm undertakes to return the case file and the materials containing Confidential Information in Physical form handed over by BIRAC in relation to services or which was generated by the Empaneled Firm in the course of providing the services.
- xiv. Keep BIRAC informed regarding the development of each of the matter entrusted to it within 24 hours of the date of hearing.
- xv. BIRAC's name/logo/symbol in its letter head/signboard/nameplate/visiting card etc.
- xvi. The Law Firm/Advocates shall not accept such work where there is potential or actual conflict of interest. Non- disclosure may entitle removal of such Law Firm from the panel.
- xvii. The Law firm/Advocate cannot charge more than 20 % of amount involved in particular case. After charging 20 % of amount involved, firm has to pursue the case without further cost. No bill shall be processed unless there is a certified copy of order attached with bill.

Acceptance of BIRAC Rate Card for Law Firms/Individual Advocates *Annexure-1[C]*)

#### **4.4 Finance Firms**

- a) **Pre-Sanction Financial Due Diligence of Applicants:** Conducting Virtual or Physical Financial Due Diligence of Entities which are under consideration for BIRAC assistance.

Eligibility Check of applicants as per scheme guidelines, Background check of Directors/promoters/members/trustee of applicant of company, Financial standing, Statutory Compliances, Track record of applicant, Status of Loans and/or grants availed by applicant, Status of Pending litigations if any, Examining the financial status of the entity through site visit and based on the financial records including balance Sheet, breakup of turnover, debt instruments/ bank lines, auditor's report & notes to the accounts and state of company's assets: mortgaged / hypothecated before the sanction of funding and after, Checking the R & D expenditure of the fund applicant incurred over last 3 years and preliminary predictability of business through revenue recognition especially in case of start-ups.

Maintaining proper working papers and submit prompt financial reports to BIRAC in connection to the tasks as given above as per the time line prescribed by BIRAC.

- b) **Financial Due Diligence for Ongoing Projects/completed/closed/ foreclosed or terminated projects:** Conducting Virtual or Physical Financial Due Diligence of BIRAC supported projects.

Eligibility check of grantee as per scheme guidelines, Verification of utilisation of funds released by BIRAC, Utilisation Certificate, Asset Acquired Certificate,



Verification of Grantee contribution towards this project, its Utilisation, Statement of Expenditure as per the terms of agreement, final proposal. Verification of the conduct of No Lien bank account, its operation and usage w.r.t the Project, Interest earned if any.

Verification of Vouchers/invoices/Bills, quotations, Payroll records, of all the Project related expenditure, paid as well as incurred but yet to be paid, marked with project number.

Physical Verification of Fixed/Capital assets procured under the project, & assessing if the assets acquired through the grant in aid are properly insured. Verification of Manpower hired for the project and its cost booked as project cost. Verification of GST booked as project expenditure and input credit availed if any.

Compliance of Terms and conditions so Grant letter Agreement or Sanction Order, Final Proposal Examining the audited annual accounts, Auditor's Reports and reporting of audit observation which may have an impact on the project, Compliance of applicable Accounting Standards w.r.t the receipt of Government Grants, Examining the status Statutory Compliances, Track records, Status of Pending litigations if any.

Verification of unspent balance with the grantee, In case of Completion/closure/foreclosure/termination of the project, confirm the amount of refund of funds.

In case of Royalty to work out the correct amount due as per the terms of agreement.

Considering any other relevant aspect for effective monitoring and review of funded projects by BIRAC.

Maintaining proper working papers and submit prompt financial reports to BIRAC in connection to the tasks as given above as per the time line prescribed by BIRAC.

- c) Financial Due Diligence w.r.t Seed/Leap/ACE or other investment activities as per requirement.
- d) Recovery Visits: Conducting visits to undertake all measures/checks to regularise the loan account.
- e) Rendering services and providing opinion as and when referred by BIRAC. Certification as per requirement i.e. 15CB. Handling queries raised by audit party of Accountant General /CAG India/and Tax authorities related to funding schemes

Acceptance of BIRAC Rate Card for Finance Firms (*Annexure-1[D]*)

#### **4.5CS in practice Firms**

- a) Preparation, Pre certification and uploading of forms at MCA portal under the Companies Act.
- b) Corporate Governance Compliance Certificate as per DPE Guidelines.
- c) Inspection of Documents at MCA Website.
- d) Drafting and vetting of various secretarial and legal documents.
- e) Updation and maintenance of Secretarial Records.
- f) Professional Opinion on Company Law Matters.
- g) Guidance for Corporate law compliances and all the rules and guidelines applicable thereunder.
- h) MCA permissions and approvals required under the specific provisions of Companies Act.
- i) Any other Compliance Specific Services.

Acceptance of BIRAC Rate Card for CS in practice (*Annexure-1[E]*)

## **5.0 Instructions 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 up to the satisfaction of the BIRAC in every respect will be at Bidders' risk and responsibility and may result in the rejection of its Bids.

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

### **5.3 Language of Bid**

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

### **5.4 Signing the Bid**

The bid shall be signed by the bidders or a person duly authorized to bind the bidders to the contract. The authorization shall be indicated by written letter of authorization/ 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.

### **5.5 Cost of Bidding**

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

### **5.6 Validity of Bids**

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

### **5.7 Submission Details**

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

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

- i) Authorization letter (*Annexure - II*)
- ii) The bid shall be submitted in sealed envelope super scribed with **Enquiry number, Subject and Date of closing** prominently underlined, along with the address of this office. This envelope shall contains the following:
  - a) **1<sup>st</sup> Inner Sealed Cover** - The first inner sealed cover should contain all the documents pertaining to **Pre-Qualification Criteria (PQC)** as prescribed and will clearly be super scribed with “PQC” along with enquiry number. This cover should include **Covering letter and PQC (format enclosed as Annexure - IV)** 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 - V)** with all stamped and signed supporting documents.
  - c) **3<sup>rd</sup> Outer Sealed Cover** - The third outer sealed cover will contain all the above mentioned 2 envelopes super scribed with **Enquiry number, Subject and Date of closing** prominently underlined, along with the address of this office.
- iii) Only one bid should be included in one cover.
- iv) The bid which fails to comply with the above instructions shall be summarily rejected.
- v) Transfer of Bid Document - Non Transferable.
- vi) 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.
- vii) The cost for preparing the BID including visits by the bidders to BIRAC Office is not reimbursable.
- viii) BIRAC reserves the right to call for any clarifications covered in the broad scope, wherever such a clarification become necessary for proper judgment in evaluation.
- ix) No portion of the work of consultancy will be sub-contracted to third party/agency.

## 5.8 Address of Submission/communication/inspection

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

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

## 5.9 Assignment of the tasks

BIRAC reserves the right to assign the tasks to any of the empaneled Firms based on

- a. Roster Method for execution of standard tasks; or
- b. Limited Invitation in case of Techno-incentive tasks and/ or nature of urgency; or
- c. Cost based selection on case-to-case basis; or
- d. Specific Domain expertise as projected/updated by the firm; or
- e. Review and assessment of assigned task.

BIRAC also reserves the right to award work to any other agency/ individual, not necessarily empaneled with BIRAC.

#### **5.10 Amendments and Addendum to Bid**

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

#### **5.11 Conflict of Interest**

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

#### **5.12 Warranty of the agency**

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

#### **5.13 Bid Rejection Criteria (BRC)**

BIRAC reserves the right to reject any bid if:

1. Received after the expiry of due date and time.
2. Any agency who has pre-exited or terminated any contract with or by BIRAC in last five (05) years as on the date of submission shall not be eligible to apply.
3. It is not given in the prescribed format as per clause 5.7
4. The bid has not been indexed or properly paginated and details provided in PQC & TEC Checklist (clause 7.0 & 8.0) are not submitted.
5. Supporting documents to substantiate the PQC & TEC have not been submitted.
6. Certificates certified by Chartered Accountants must bear UDIN number, in absence of which, it will be considered as invalid and the bid shall be rejected (Reference point no. 4 of clause 7.0 i.e. PQC).
7. All Declarations/undertakings/information have not been provided on the Letter Head of the Bidders, duly signed and stamped.
8. At any time, a material misrepresentation is made or uncovered
9. The agency/ firm/entity does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the bid.

#### 5.14 Engagement Terms and Conditions

- i) The effective date of the engagement will be in accordance with the commencement of services.
- ii) The Bidder shall be liable to indemnify BIRAC in all respects and meet and pay off the litigation expenses and all the liabilities including damages, sums etc. arising as a consequence of negligence, deficiencies, mistakes, lapses, delays etc. in the execution of the work and the services provided.
- iii) **Letter of Award (LOA):** On acceptance of Bid for awarding the contract, BIRAC will issue a Letter of Award “LOA” to the successful bidder in writing. Such successful bidder will need to sign a “Service and Confidentiality Agreement” (*enclosed as Annexure - IX*). After signing of the Agreement, no variation in or modification of any of the terms of the Agreement shall be made except by written amendment signed by the parties. The engagement of the bidder shall be governed by the terms and conditions of the “Service and Confidentiality Agreement”.
- iv) **Payment Terms**
  - a) The bills for the services shall be submitted by the firm at the earliest after undertaking the services. The payment will be made after submission of Invoice along with supporting documents as desired by BIRAC. 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.
  - b) 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.
  - c) BIRAC shall make timely payments through Electronic Payment Mechanism (viz NEFT/ RTGS /ECS). Bank details have to be provided by the Contractor.
  - d) 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.

#### 5.15 Disclaimer

- a. BIRAC shall not be responsible for any late receipt of applications for any reasons whatsoever.
- b. BIRAC reserves the right to reject all applications without assigning any reasons thereof.
- c. To relax or waive any of the conditions stipulated in this document as deemed necessary in the best interest of the BIRAC without assigning any reasons thereof.
- d. To include any other item in the Scope of work at any time after consultation with bidders or otherwise.
- e. BIRAC reserves the right to reject all the EOIs without assigning any reasons.

**5.16 Jurisdictions**

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

## 6.0 Evaluation Methodology

- 6.1 Opening of Bids by BIRAC:** BIRAC will open the Bids on the stipulated date and time as given in the schedule. Authorized representative of the bidder is requested to attend the bid opening process.
- 6.2 Authorization Letter-** Bids with Authorization Letter (*Annexure - II*) shall only be considered for Pre- Qualification Criteria (PQC).
- 6.3 Undertaking -** Undertaking that they have read all the fee/charges for the services and they are acceptable to the proponent (*Annexure III*). Bids with unconditional acceptance of fee/charges/rate card shall only be considered for Pre- Qualification Criteria (PQC).
- 6.4 Pre-Qualification Criteria (PQC) (*Annexure - IV*)** The bids shall be verified based on the documents submitted for PQC. Checklist provided at Annexure – IV is required to be mandatorily filled. Those bids which satisfy the **PQC will** be considered for Technical Evaluation Criteria (TEC).
- 6.5 Technical evaluation criteria (TEC) (*Annexure - V*)** Each bidder shall be assigned scores under each parameter as given in the technical evaluation criteria. Marking of Presentation will be done on the basis of presentation done in front of the Evaluation committee. During interaction/ presentation, the shortlisted bidders will be rated on the following parameters:
- Ability to prove their expertise in the respective domain area.
  - Relevance of in-house resources to the SoW & clarity of thoughts
  - Case presentation on any two of the most significant assignments/reported judgements (in case of Law Firms) completed during the preceding year.

The bids obtaining the highest total score in Technical Evaluation Criteria will be ranked as H-1 followed by the bids securing lesser marks as H-2, H-3 etc. BIRAC reserves the right to decide the number of firms to be invited for empanelment and execution of agreement thereafter.



**7.0 Pre-Qualification Criteria (PQC)**

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

S. No.	Pre-Qualification Criteria	Supporting Documents Required
1.	The bidder shall be a legal entity, except in case of Individual advocates and Resolution, Professional, registered as a Company/LLP/Society/partnership firm/ proprietorship firm under respective acts in India.	Self-attested copy of Company Incorporation Certificate from ROC/Partnership deed etc.
2.	The bidder must be registered in India with taxation and other administrative authorities	Self-attested Copy of GST Registration or GST exemption certificate/ PAN Card
3.	The bidder should have provided similar services of at least five (5) immediate preceding years dealing with domain related matters and 3 years in case of Individual advocates and Resolution Professional.  (For IP firms expertise especially in handling patent applications in the field of Drug/Pharmaceutical, Chemical, Biological, Biotechnology, Agriculture and Medical Devices, Vaccines)	Self-attested Copy of the work order arranged in chronological order i.e. latest first and letter of successful completion from the client
4.	The bidder has to be profitable and should not have incurred loss in three consecutive FY (FY 2018-19, 2019-20 and 2020-21) except in case of Individual advocates and Resolution Professional.	Certificate with UDIN number from the Organization/Audited Balance sheets for last three financial years, Income Tax return
5.	The bidder should have been in the panel of <b>any two</b> Central Govt./State Govt./PSUs/Govt. bodies in India in preceding five years	Self-attested Copy of the work order arranged in chronological order i.e. latest first and letter of successful completion from the client
6.	The bidder should not have been blacklisted by any Central /State Government/Public Sector Undertaking, Govt. of India.	Undertaking on the Letter Head of the Bidder duly signed & Stamped by Authorized Signatory (As per <u>Annexure - VI</u> )
7.	The bidder should have a registered office in India and must have an established office in Delhi/NCR.	Electricity/Telephone Bill or any other supporting document stating the address duly certified by the Owner/Authorized Representative of the Company

S. No.	Pre-Qualification Criteria	Supporting Documents Required
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 Bidder's Letter Head, duly signed and stamped by the Authorized Signatory (As per <u><b>Annexure - VII</b></u> )
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 Bidder's Letter Head, duly signed and stamped by the Authorized Signatory (As per <u><b>Annexure - VIII</b></u> )

IP firms should practice Chinese wall or Firewall policy within to deal with contrary interests or with confidential information – Copy of policy on Bidder's Letter Head, duly signed and stamped by the Authorized Signatory is required to be submitted.

**Note:**

- 1. Documentary Evidences are mandatorily to be submitted along with the formats.**
- 2. Law Firms, Advocates and Individual Advocates will be selected on regional basis. Further List of Partners and Associates of Law Firm is required along with Bid Document.**

**8.0 Technical Evaluation Criteria**

<b>S. No.</b>	<b>Technical Evaluation Criteria (Documentary Evidences are to be attached as the scoring will be done based on the submitted documents)</b>	<b>Maximum Score (Total 100)</b>	<b>Indicative Supporting Documents</b>
1.	Past Experience in similar kind of work	15	Self-attested Copy of the work order arranged in chronological order i.e. latest first and letter of successful completion from the client
2.	In house Manpower Structure & Professional Competence of the team members and List of requisite database subscribed to perform the work	10	Self-attested copy of number of employee strength deputed on firm's letter head
3.	Presence of Regional Offices in India/ Number of NCLT/CIRP cases handled till date in case of Resolution Professional / established network of top leading foreign attorney IP firms worldwide who can handle the assigned work with respect to BIRAC's IP management	10	Electricity/Telephone Bill or any other supporting document stating the address duly certified by the Owner/Authorized Representative of the Company
4.	Total number of Central Govt./State Govt./PSUs/Govt. bodies in India in preceding ten years in which the firm in empaneled	15	Self-attested Copy of the work order arranged in chronological order i.e. latest first and letter of successful completion from the client
5.	Technical Presentation	50	-

*Annexure – I [A]***Rate Card for IP firms**

<b>S. No</b>	<b>Action</b>	<b>Rate Card (in Rs.)</b>
<b>1</b>	<b>Patent Search</b>	
1.1	Patentability Search	35300
1.2	Freedom to Operate (FTO) Search	<b>1,00,000 to 5,00,000 Depending on Complexity</b>
1.3	Invalidity Search	<b>1,00,000 to 2,00,000 Depending on Number of Hits</b>
1.4	Patent Landscape Analysis	1650 per hour
<b>2</b>	<b>Patent Application</b>	
2.1	Drafting and filing application with Provisional specification along with all necessary forms such as: Form 1, Form 2, Form 3, Form 5, Form 8 and Form 26	16500
2.2	Drafting and filing complete specification after filing provisional specification with all necessary forms such as Form 1, Form 2, Form 3, Form 5, Form 8, Form 18 and Form 26	17500
2.3	Drafting and filing application with complete specification in the first instant along with all necessary forms such as Form 1, Form 2, Form 3, Form 5, Form 8, Form 18 and Form 26	30000
2.4	Drafting and filing of patent of addition	16500
2.5	Drafting and filing of divisional application	16500
2.6	Making request for filing patent of outside India (Form 25)	1000
2.7	Taking over already filed application, per case	3500
2.8	Charges towards filing various forms if not done earlier at the time of filing application such as Form 3, Form 5, Form 8, Form 18 and Form 26	4000
2.9	Seeking permission from National Biodiversity Authority (NBA) for filing IP application under section 6 of The Biological Diversity Act including filing form-III etc with NBA	10000
2.10	Discussion with inventor per hour at attorney's office	3000/hr
<b>3</b>	<b>Preparation of drawings/sequences etc.</b>	
3.1	A-4 size paper	150/sheet
3.2	In any other material /form	150/sequence
<b>4</b>	<b>Extension of time &amp; late filing (Extension of time &amp; late filing-- Preparation and filing a form for extension of time Form-4 and Late submission of Forms)</b>	3000
<b>5</b>	<b>Prosecution</b>	
5.1	Obtaining certified copies of patent applications	3000

S. No	Action	Rate Card (in Rs.)
5.2	Reporting official action including FER, SER etc	5000
5.3	Amending specification and re- filing in response to FER, SER etc (Form-13)	20000
5.4	Subsequent report of corresponding application, if any	2000
5.5.	Filing of documents after prescribed period with petition of condonation of delay in filing	3500
5.6	Discussion/hearing at Patent Office during prosecution of application per appearance	Not more than 20,000
5.7	Post-dating of application	3000
5.8	Filing a request for early publication (Form 9)	3000
5.9	Reporting of patent In-order, obtaining and sending letters patent document	3000
5.10	Attending to renewals and sending renewal certificate per year	1000
5.11	Attending to restoration of lapsed patent, filing petition and attending to payment of fees (Form 15)	5000
5.12	Working of patents: each report of working under section 146 (Form 27)	1000
5.13	Request for termination of compulsory license (Form 21)	Not more than 10000
5.14	filing petition generally for specific reliefs or orders of controller under different rules (Form 24)	5000
5.15	Request for withdrawal of application	2000
<b>6</b>	<b>Assignment and Licenses</b>	
6.1	Drafting Assignment deed form	6600
6.2	Filing application for registration for assignment license (Form 16)	
(a)	one patent	3000
(b)	each additional patent Included at the same time in the same deed	2000
6.3	Application for revision of terms and condition of license (Form 20)	10000
6.4	Charges for making an application for compulsory license (Form 17)	Not more than 15000
6.5	Application for revocation of a patent for non-working (Form 19)	Not more than 10000
<b>7</b>	<b>Recordal of change of name, address, nationality, etc. (Form 6, 13 and Form 10)</b>	
7.1	Filing application in respect of one patent	5000
7.2	For additional patent included at the same time	3500
<b>8</b>	<b>Opposition</b>	
8.1	Drafting and Filing pre-grant opposition	based on time spent; Applicable hourly rates depending upon the persons involved. Sr. partner/Partner: 7500/hr Sr. associate:5000/hr Associate: 3500/hr Note: 75-80% of the work will be done by associate only; total not

S. No	Action	Rate Card (in Rs.)
		more than 25000
8.2	Drafting, Filing and Prosecuting Post grant opposition (for or against)	based on time spent; Applicable hourly rates depending upon the persons involved. Sr. partner/Partner: 7500/hr Sr. associate:5000/hr Associate: 3500/hr Note: 75-80% of the work will be done by associate only.; total not more than 25000
7.3	Drafting statement of opposition form, written statement and affidavit	based on time spent; Applicable hourly rates depending upon the persons involved. Sr. partner/Partner: 7500/hr Sr. associate:5000/hr Associate: 3500/hr Note: 75-80% of the work will be done by associate only.; total not more than 25000
7.4	Drafting reply statement and affidavit	based on time spent; Applicable hourly rates depending upon the persons involved. Sr. partner/Partner: 7500/hr Sr. associate:5000/hr Associate: 3500/hr Note: 75-80% of the work will be done by associate only.; total not more than 20000
7.5	Attending hearing per day at patent office in the city of the attorney's office	15000
7.6	Attending hearing per day at patent office not in the city of attorney's office	5000+travel cost not more than 40000
7.7	Attend interiocutory petition hearing	15000
7.8	Notice of opposition to amendment/restoration/surrender of patent/grant of compulsory license or revision of terms thereof or to correction of clerical errors (Form 14)	15000
7.9	Request for the grant of patent under section 26 and 52 (Form 12)	7000
7.10	Charges for making a request for direction of the controller under section 51 (1) and 51(2) (Form 11)	5000
<b>8</b>	<b>Patent revocations/ infringement, initialing revocation/ infringement, defending revocation/ infringement</b>	
8.1	Drafting of infringement suit	based on time spent; Applicable hourly rates depending upon the persons involved. Sr. partner/Partner: 7500/hr Sr. associate:5000/hr Associate: 3500/hr Note: 75-80% of the work will be done by associate only.; total not more than 25000

S. No	Action	Rate Card (in Rs.)
8.2	Drafting of revocation suit	based on time spent; Applicable hourly rates depending upon the persons involved. Sr. partner/Partner: 7500/hr Sr. associate:5000/hr Associate: 3500/hr Note: 75-80% of the work will be done by associate only.; total not more than 25000
8.3	Representation charges (in court)	Not more than 20,000
8.4	Any other charges, if any (like legal opinion etc)	On hourly basis; not more than 3500/hour
<b>9</b>	<b>Miscellaneous</b>	
9.1	Consultation charges each hour or part	3000/hour
<b>10</b>	<b>Filing of foreign patent applications</b>	
10.1	Filing of a patent application in each country patent (can be as a percentage of foreign associates bills)	20% of professional fee of foreign associate (Max 6,000 and Minimum 2000)
10.2	Charges for prosecuting each application till grant of patent including all desired action (can be as a percentage of foreign associates bills)	20% of professional fee of foreign associate (Max 6,000 and Minimum 2000)
10.3	Subsequent filing of forms/citations, etc	20% of professional fee of foreign associate (Max 6,000 and Minimum 2000)
10.4	Charges for renewal each year	2500 or 10% whichever is minimum
<b>11</b>	<b>Filing of PCT application</b>	
11.1	Preparing and filing a new PCT application	20000
11.2	Filing formal documents such as POA, Priority documents, etc	5000
11.3	Filing amendment under Article 19	Not more than 20,000
11.4	Filing demand for preliminary examination	8000
11.5	Filing response to written opinion/preliminary examination report and for filing amendment under PCT Article 34	20000
11.6	Filing national phase applications including changes in the claims if necessary	20% of associate bill; Max 6,000 and Minimum 2000
	<b>Section II: Designs</b>	
<b>1</b>	<b>Application</b>	
1.1	Application for registration per class with all essential form including (Form1, Form 2 and Form 21)	8000
1.2	Prosecution of design Application till registration certificate is provided to Applicant	6000
2	Restoration of lapsed design (Form 4)	4500
3	Notice of opposition (Form 19)	5500/hour
4	Request for correction of clerical errors (Form 14)	1000
5	Request for certified copies (Form 15 and Form 16)	750
6	Appearance any action such as charges per appearance before patent office	1000
7	Any action such as Inspection of registered design (Form 5)	2000+ Travel cost

S. No	Action	Rate Card (in Rs.)
8	<b>Filing of foreign design applications</b>	
8.1	Filing of a foreign design application	20% of Professional fee of foreign associate
8.2	Charges for prosecuting each application till registration of design (can be as a percentage of foreign associates bills)	20% of Professional fee of foreign associate
8.3	Charges for renewal each year	10% or 1000 whichever is minimum
<b>Section III: Copyright</b>		
1	Application for registration of copyright (Form IV)	5000
2	Prosecution and obtaining certificate of Copyright	5000
3	Per Action (any other action outside the process of filing and obtaining copyright)	4000
4	Drafting of any specific forms such as NOC	4000
<b>Section IV: Trademarks</b>		
1	Application for registration of trademark including certification trademark (Forms TM 1, TM 4, TM 8, TM 51, TM 52)	7500
2	Notice of opposition and related actions (TM 5, TM6, TM 44)	8000
3	Request for search and Prosecution till issuance of certificate (TM 11)	1500
4	Restoration & renewal of trademark (TM 13)	1000
5	Application filing in other countries (should be shown as percentage of the associate's charges) or appearance in hearing etc	20% of Professional fee of foreign associate
<b>Section VI - Protection of Plant Varieties and Farmers' Rights</b>		
1	Application for registration of new variety, extant variety, essentially derived variety and farmer's variety along with necessary forms	15000
2	Application for renewal of registration	1000
3	Handling prosecution till registration	10000
<b>Section VII -Geographical Indications</b>		
<b>1</b>	<b>Application</b>	
1.1	Drafting and filing in India in single class	20000
1.2	Prosecution charges till registration	12000
<b>2</b>	<b>Renewal of GI</b>	
2.1	Drafting and filing of counter statement to the Opposition	20000
2.2	Attending hearing at GI registry or another place designated by GI Registry	10000
<b>Section VIII- Protection of IC Layout Designs</b>		
1	Application for Registration along with necessary forms	8500
2	Handling prosecution till registration	8500
3	Application for renewal of registration	750



**Activities and Sub-activities of IP for Law Firms (indicative list)**

<b>S. No.</b>	<b>Activities and Sub-activities (indicative list)</b>
	<b>Section I: Patents</b>
	<b>Patent Search</b>
1.	Patentability Search
2.	Freedom to Operate (FTO) Search
3.	Invalidity Search
4.	Patent Landscape Analysis
	<b>Application</b>
5.	Drafting and filing application with Provisional specification along with all necessary forms such as: Form 1, Form 2, Form 3, Form 5, Form 8 and Form 26
6.	Drafting and filing complete specification after filing provisional specification with all necessary forms such as Form 1, Form 2, Form 3, Form 5, Form 8, Form 18 and Form 26
7.	Drafting and filing application with complete specification in the first instant along with all necessary forms such as Form 1, Form 2, Form 3, Form 5, Form 8, Form 18 and Form 26
8.	Drafting and filing of patent of addition
9.	Drafting and filing of divisional application
10.	Making request for filing patent of outside India (Form 25)
11.	Taking over already filed application, per case
12.	Charges towards filing various forms if not done earlier at the time of filing application such as Form 3, Form 5, Form 8, Form 18 and Form 26
13.	Seeking permission from National Biodiversity Authority (NBA) for filing IP application under section 6 of The Biological Diversity Act including filing form-III etc with NBA
14.	Typing (original and 4 copies) per page. If any.
15.	Discussion with inventor per hour at attorney's office
	<b>Preparation of drawings/sequences etc.</b>
16.	A-4 size paper
17.	In any other material /form
	<b>Extension of time &amp; late filing (preparing and filing)</b>
18.	Preparing and filing a form for extension of time (Form 4)
19.	Late submission of forms/documents
	<b>Prosecution</b>
20.	Obtaining certified copies of patent applications
21.	Reporting official action including FER, SER etc
22.	Amending specification and re-filing in response to FER, SER etc (Form-13)
23.	Subsequent report of corresponding application, if any
24.	Filing of documents after prescribed period with petition of condonation of delay in filing
25.	Discussion at Patent Office during prosecution of application per appearance
26.	Post-dating of application
27.	Filing a request for early publication (Form 9)
28.	Reporting of patent In order, obtaining and sending letters patent document
29.	Attending to renewals and sending renewal certificate per year
30.	Attending to restoration of lapsed patent, filing petition and attending to payment of fees (Form 15)
31.	Working of patents: each report of working under section 146 (Form 27)

<b>S. No.</b>	<b>Activities and Sub-activities (indicative list)</b>
32.	Request for termination of compulsory licence (Form 21)
33.	filing petition generally for specific reliefs or orders of controller under different rules (Form 24)
34.	Request for withdrawal of application
	<b>Assignment and Licences</b>
35.	Drafting deed form
36.	Filing application for registration for assignment licence (Form 16)
37.	one patent
38.	each additional patent Included at the same time in the same deed
39.	Application for revision of terms and condition of licence (Form 20)
40.	Charges for making an application for compulsory licence (Form 17)
41.	Application for revocation of a patent for non-working (Form 19)
42.	<b>Recordal of change of name, address, nationality, etc. (Form 6 and Form 10)</b>
43.	Filing application in respect of one patent
44.	For additional patent included at the same time
	<b>Opposition</b>
45.	Filing pre-grant opposition
46.	Filing notice of opposition (Post grant opposition) In Form 7
47.	Drafting statement of opposition form, written statement and affidavit
48.	Drafting reply statement and affidavit
49.	Attending nearing per day at patent office in the city of the attorney's office
50.	Attending hearing per day at patent office not in the city of attorney's office
51.	Attend interiocutory petition hearing
52.	Notice of opposition to amendment/restoration/surrender of patent/grant of compulsory license or revision of terms thereof or to correction of clerical errors (Form 14)
53.	Request for the grant of patent under section 26 and 52 (Form 12)
54.	Charges for making a request for direction of the controller under section 51 (1) and 51(2) (Form 11)
	<b>Visits outside office &amp; discussion</b>
55.	Per visit charges for local visit
56.	Per visit charges for outstation
	<b>Patent revocations/ infringement, initiating revocation/ infringement, defending revocation/ infringement</b>
57.	Drafting of infringement suit
58.	Drafting of revocation suit
59.	Representation charges
60.	Any other charges, if any (like legal opinion etc)
	<b>Miscellaneous</b>
61.	Consultation charges each hour or part
62.	Prior art search report for novelty, inventiveness and utility
63.	Photocopying, fax, cable and other out of pocket expenses, if any

S. No.	Activities and Sub-activities (indicative list)
	<b>Filing of foreign patent applications</b>
64.	Filing of a patent application in each country patent (can be as a percentage of foreign associates bills)
65.	Charges for prosecuting each application till grant of patent (can be as a percentage of foreign associates bills)
66.	Subsequent filing of forms/citations, etc
67.	Charges for renewal each year
68.	Fax, cable, photocopying charges
69.	Postage charges, if extra
70.	Request for substantive examination
	<b>Filing of PCT application</b>
71.	Preparing and filing a new PCT application
72.	Filing formal documents such as POA, Priority documents, etc
73.	Filing amendment under Article 19
74.	Filing demand for preliminary examination
75.	Filing response to written opinion/preliminary examination report and for filing amendment under PCT Article 34
76.	Filing national phase applications including changes in the claims if necessary
	<b>Section II: Designs</b>
1.	Application
2.	Application for registration in a single class with all essential form including (Form 1, Form 2 and Form 21)
3.	Applications for same design in additional classes on per class basis
4.	Claim under section 8(1) to proceed as an Applicant or Joint Application
5.	Application to extent copyright (Form 3)
6.	Taking over already filed application for registration of design
7.	Restoration of lapsed design (Form 4)
8.	Filing a response to the office action (Form 20)
9.	Obtaining, expediting and forwarding the design certificate
10.	Drafting assignment/licence/mortgage deed and registration of same (Form 10, Form 11 and Form 12)
11.	Recordal of assignment (Form 13)
12.	Design search through patent office (form 6 and Form 7)
13.	Petition of cancellation of design (Form 8)
14.	Notice of opposition (Form 19)
15.	Request for correction of clerical errors (Form 14)
16.	Request for certified copies (Form 15 and Form 16)
17.	Appearance charges per appearance before patent office
18.	Inspection of registered design (Form 5)
19.	Notice of intended exhibition of publication of an unregistered design (Form 9)
20.	Notice of alteration of address or name or an address for service in the Register of Designs
21.	Entry of two addresses for service in Register of Designs
	<b>Filing of foreign design applications</b>
22.	Filing of a design application in each country

<b>S. No.</b>	<b>Activities and Sub-activities (indicative list)</b>
23.	Charges for prosecuting each application till registration of design (can be as a percentage of foreign associates bills)
24.	Charges for renewal each year
25.	Fax, cable photocopying charges
26.	Postage charges, if extra
27.	Application for registration of copyright (Form IV)
28.	Application for registration of changes in the particulars of copyright entered in the Register of Copyrights (Form V)
29.	Application for restricting important of Infringing copies under Section 53 of the Act (Form VI)
30.	Filing notice for relinquishment of copyright (Form 1)
31.	Filing application for a licence for translation (of one work in one language) (Form II)
32.	Filing application for a licence for publication/translation/reproduction (compulsory licence) (Form IIA)
33.	Filing notice for termination of licence (Form IIB)
34.	Any others (please specify) (Reporting status of official actions)
35.	Meeting objections from the Registrar, copyright
36.	Drafting of any specific forms such as NOC
	<b>Section IV: Trademarks</b>
1.	Application for registration of trademark including certification trademark (Forms TM 1, TM 4, TM 8, TM 51, TM 52)
2.	Notice of opposition and related actions (TM 5, TM6, TM 44)
3.	Application for renewal of trademark (TM 10, TM 12)
4.	Request for search and issuance of certificate (TM 11)
5.	Restoration & renewal of trademark (TM 13)
6.	Request for correction of clerical error or for amendment (TM 16)
7.	Request for assignment or transmission of trademark (TM 19, TM 20, TM 21, TM 62)
8.	Request for certificate of the Registrar (TM 46)
9.	Application for review of Registrar's decision (TM 57)
10.	Answering objections from the trademark office
11.	Application filing in other countries (should be shown as percentage of the associate's charges)
	<b>Section V: Protection of Plant Varieties and Farmers' Rights Act</b>
12.	Application for registration of new variety, extant variety and farmer's variety along with necessary forms such as Form PV 1, PV 2
13.	Application for registration of Essentially Derived Variety with necessary forms such as PV 1 and PV 2
14.	notice for opposition (PV3, PV 11, PV 13)
15.	Request for extension of time
16.	Application for renewal of registration
17.	Application for revocation (PV 15)
18.	Application for correction of register, alteration of denomination
19.	Application for compulsory license
20.	Request for certified copies of entries in the plant variety register

**Rate Card based on Revenue Model for TT firms**

- For each successful technology transfer by empanelled agency, 30 % of the upfront technology fee will be kept by BIRAC/ Empanelled agency. 70% will be given to the licensor/interested party
- 30% of the upfront technology fee retained will then be distributed in ratio of 1:2 between BIRAC and empaneled agency. Similar model will be followed for the royalties decided for post monitoring of the technology after transfer.

*Annexure – I [C]***Rate Card for Law firms**

Following will be the fee applicable for Empanelled Law firms and Individual Advocated:

1. The fee shall be either the “consolidated fee” or as per the “fees structure”. The same shall be decided by BIRAC at the time of issuance of Reference Narrative/ Handing over the case.

2. **CONSOLIDATED FEE:**

BIRAC on the bases of nature of the case, its facts, circumstances etc. may decide to handover the case on a consolidated fees as follow:

- a) if the claim amount is more than 1 Lakh then consolidated fee may be fixed by BIRAC up to a maximum of 10 % of the total claim amount; or
- b) if the claim amount is less than 1 Lakh then consolidated fee may be fixed by BIRAC up to a maximum of 20 % of the total claim amount.

3. **Fees Structure:**

- 3.1. **Fee structure applicable on empaneled firms:**

Category of Service	Supreme Court	High Court(s)** / or its equivalent Court(s)	District Court(s)*
<b>For drafting legal Notice / Reply Notices on behalf of BIRAC</b>	Rs. 1,000/- per page*** Maximum upto Rs. 8,000/-		
<b>For Written Opinion (Including conference)</b>	Rs. 1,500/- per page Maximum upto 15,000/-		
<b>For appearance in arguing of the case on behalf BIRAC</b> ❖ <b>Effective hearing</b>	❖ For Associates/Counsel: Up to 15,000/-  ❖ For Partners: Up to 20,000/-	❖ For Associates/Counsel: Up to 10,000/-  ❖ For Partners: Up to 15,000/-	❖ For Associates/Counsel: Up to 6,000/-  ❖ For Partners: Up to 10,000/-
➤ <b>Non-Effective hearing</b>	➤ 50% of above  + up to 10% for other expenses subject to actual	➤ 50% of above  + up to 10% for other expenses subject to actual	➤ 50% of above  + up to 10% for other expenses subject to actual
<b>Conference Fee per Hour (including all expenses)</b>	2,000/- per hr		
<b>Caveat filling</b>	Upto Rs. 10,000/-		

Category of Service	Supreme Court	High Court(s)** / or its equivalent Court(s)	District Court(s)*
	+10% clerkage + up to 10% for other expenses subject to actual		
<b>Lump sum for initial Pleading i.e. Drafting, filling of Reply/Rejoinder/petitions</b>	For SLP / Appeal 20,000/-  +10% clerkage + up to 10% for other expenses subject to actual	Up to 15,000/-  +10% clerkage + up to 10% for other expenses subject to actual	For Reference to DCDRF/LOWER Up to 8,000/- +10% clerkage + up to 10% for other expenses subject to actual
<b>Lump sum for subsequent Pleading i.e. Drafting, filling of Reply or written submission, Interim Applications</b>	For SLP / Appeal 15,000/-  +10% clerkage + up to 10% for other expenses subject to actual	Up to 10,000/-  +10% clerkage + up to 10% for other expenses subject to actual	For Reference to DCDRF/LOWER Up to 8,000/- +10% clerkage + up to 10% for other expenses subject to actual

\*Any appellate forum shall be considered at par with High Court for instance DART, NCALT, Arbitrational Tribunal, IBC proceedings etc.

\*\* Similar tribunal and subordinate courts shall be considered at par with District Courts for instance DRT, NCLT, including proceedings before Official Liquidator etc.

\*\*\* Per page means: contents in Legal size paper with Arial font of 11 size having margins of 2 cm on left and 1.5 cm for all other sides

- ❖ **Effective hearing:** Effective Hearing means a hearing in which either one or both the parties involved in a case are heard by the court on the facts or Law of the case. If the case is mentioned by the other side and adjourned or when only directions are given or only judgement is pronounced by the court, the same would not constitute an effective hearing and on such dates no fee will be payable to the Senior Counsel.
- **Non-effective Hearing:** Non-effective Hearing shall mean all hearings which are not covered in the above definition of effective hearing or case is adjourned for any reason what so ever or any professorial direction such as extension of time or any such nature is sought by any party.

**3.2. Fees Structure applicable on empaneled Individual Advocates: -****3.2.1. Fees Structure applicable on empaneled Individual Advocates (except before Supreme Court of India): -**

S. No.	Particulars	Experience more than 5 years			Experience more than 10 years			Experience more than 15 years		
		Tribunal/ Board/ Labour Court etc.	District Court/ Appearance before Arbitrator	High Court	Tribunal/ Board/ Labour Court etc.	District Court/ Appearance before Arbitrator	High Court	Tribunal/ Board/ Labour Court etc.	District Court/ Appearance before Arbitrator	High Court
1.	Fees for drafting Plaint/ Written Statement/ Counter Claim	6,000	8,500	12,000	7,500	11,000	12,500	9,000	12,500	15,000
2.	Fees for drafting Misc. Application, Affidavit etc. [Per Application]	2,000	2,500	3,000	2,500	2,500	3,000	3,000	3,500	4,000
3.	Per Appearance [Effective]	2,000	2,500	3,500	2,500	3,500	6,000	3,500	6,500	10,000
4.	Per Appearance [Non- Effective]	50% of S.No.1, 2 & 3								
5.	Legal Opinion	2,500	3,000	5,000	3,000	4,000	6,000	4,000	8,000	10,000
6.	Clerkage	10% of S.No.1, 2, 3 & 4								
7.	Misc. Expenses i.e. Photocopy, Typing, Court Fee, and Notary etc.	As per actual on submission of bills & receipt								
8.	Conference [Per Sitting]	1,500	1,500	2,000	2,000	2,500	3,000	3,000	4,000	6,000



**3.2.2. Fees Structure applicable on empaneled Individual Advocates for Supreme Court of India.**

S. No.	Particulars	Experience more than 10 years	Experience more than 15 years
1.	Fees for drafting SLP/ Appeal etc.	15,000	20,000
2.	Fees for drafting Misc. Application, Affidavit etc. [Per Application]	7,500	9,000
3.	Per Appearance [Effective]	8,000	10,000
4.	Per Appearance [Non-Effective]	50% of S.No.1, 2 & 3	
5.	Legal Opinion	7,500	12,000
6.	Clerkage	10% of S.No.1, 2, 3 & 4	
7.	Misc. Expenses i.e. Photocopy, Typing, Court Fee, and Notary etc.	As per actual on submission of bills & receipt	
8.	Conference [Per Sitting]	4,000	6,000

Miscellaneous cost such as translation, certified copy (per page), and process Fee, stamping etc shall be on actuals.

\* The maximum total fees payable to Advocates for particular case can be maximum up to 20% of the total amount in question. The bill will initially be paid up to 15% of amount in question. Final amount will be paid after full and final settlement of the case.

The empanelled Advocates can also be considered of Committee expert opinion of BIRAC. Sitting fees will be paid as per BIRAC norms.

**4. Fees Structure applicable on empaneled Resolution Professional:**

The fee and other expenses incurred for Corporate Insolvency Resolution Process will be governed as per Circular dated 12<sup>th</sup> June, 2018 issued by Insolvency and Bankruptcy Board of India as amended from time to time.

*Annexure – I [D]*

**Rate Card for Finance firms**

- |   |  |
|---|--|
| 1. Pre Sanction Financial Due Diligence of Applicants   | Rs. 10,000 + GST                             |
| 2. Post Disbursement Financial Due Diligence<br><i>(For Ongoing Projects/completed/closed/ foreclosed or terminated projects)</i> | Rs. 12.000 + GST                             |
| 3. Recovery Visit   | Rs. 10,000 plus 2% of amount recovered + GST |

(Please note: Professional fee shall be paid on per- visit basis. The out-of-pocket expenses and conveyance shall be reimbursed on actual basis on submission of bills etc.)

*Annexure – I [E]***Rate card for CS in practice firms**

<b>Sl. No.</b>	<b>Professional Service</b>	<b>Professional Charges * (Exclusive of applicable taxes)</b>
1	Preparation, Pre Certification and uploading of forms at MCA portal under the Companies Act.	Rs. 1500/- per form
2	Preparation, Pre Certification and uploading of Annual filing forms at MCA portal under the Companies Act.	Rs. 3,000/- per form
3	Corporate Governance Compliance Certificate as per DPE Guidelines.	Rs. 10,000/- per Certificate
4	Inspection of Documents at MCA Website.	Rs. 1500/- per Company
5	Drafting and Vetting of various secretarial and legal documents.	Rs. 5,000/- per Event
6	Updation and maintenance of Secretarial Registers	Rs. 7,500/- per Year
7	Professional Opinion on Company Law Matters.	Rs. 15,000/- per Opinion
8	Guidance for Corporate law compliances and all the rules and guidelines applicable thereunder.	Case to case basis
9	MCA permissions and approvals required under the specific provisions of Companies Act	Case to case basis
10	Any other Compliance Specific Services.	Case to case basis (On mutually agreed terms) *Plus applicable taxes. All out of pocket expenses will be billed at actual.

*Annexure - II*

**Authorization Letter**

(To be submitted on Agency's Letter Head)

Ref. No. BIRAC/HR&A/007/2022/ENQ-39

To,

The Head-HR & Administration,

Biotechnology Industry Research Assistance Council (BIRAC) 1<sup>st</sup> Floor, MTNL Building,

9 CGO Complex,

Lodhi Road, New Delhi.

**Subject: Letter for Authorized Signatory**

Dear Sir / Madam,

This has reference to your above-mentioned Request for Empanelment of Intellectual Property (IP), Technology Transfer (TT), Legal, Finance and Company Secretary (CS) in practice firms at Biotechnology Industry Research Assistance Company (BIRAC).

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

**The specimen signature is attested below:**

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

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

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

Name of Authorizing Authority & Designation:

Company Seal:

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

**UNDERTAKING WITH REGARD TO RATE CARDS**

(To be submitted on Agency's Letter Head)

Ref. No. BIRAC/HR&A/007/2022/ENQ-39

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 rate cards/fee/charges for the services**

It is hereby confirmed and declared that M/s \_\_\_\_\_  
\_\_\_\_\_ have read all the rate cards/ fee/charges for the services as given in Annexure  
\_\_\_\_\_ and are unconditionally acceptable to M/s \_\_\_\_\_.

(Signature of the Authorized signatory)

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

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

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

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

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

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

Ref. No. BIRAC/HR&A/007/2022/ENQ-39

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: Request for Empanelment of Intellectual Property (IP), Technology Transfer (TT), Legal, Finance and Company Secretary (CS) in practice firms at Biotechnology Industry Research Assistance Company (BIRAC)**

Sir/Madam,

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

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

**The following documents are enclosed:**

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

S. No.	Pre-Qualification Criteria	Supporting Documents Required	Type of Document	Page number of the supporting document
1.	The bidder shall be a legal entity, except in case of Individual advocates and Resolution Professional, registered as a Company/LLP/Society/partnership firm/ proprietorship firm under respective acts in India.	Self-attested copy of Company Incorporation Certificate from ROC/Partnership deed etc.		
2.	The bidder must be registered in India with taxation and other administrative authorities	Self-attested Copy of GST Registration or GST exemption certificate/ PAN Card		
3.	The bidder should have provided similar services of at least five (5) immediate preceding years dealing with domain related matters and 3 years in case of Individual advocates and Resolution Professional. (For IP firms expertise especially in handling patent applications in the field of Drug/Pharmaceutical, Chemical, Biological, Biotechnology, Agriculture and Medical Devices, Vaccines)	Self-attested Copy of the work order arranged in chronological order i.e. latest first and letter of successful completion from the client		
4.	The bidder has to be profitable and should not have incurred loss in three consecutive FY (FY 2018-19, 2019-20 and 2020-21) except in case of Individual advocates and Resolution Professional.	Certificate with UDIN number from the Organization/Audited Balance sheets for last three financial years, Income Tax return		
5.	The bidder should have been in the panel of <b>any two</b> Central Govt./State Govt./PSUs/Govt. bodies in India in preceding five years	Self-attested Copy of the work order arranged in chronological order i.e. latest first and letter of successful completion from the client		
6.	The bidder should not have been blacklisted by any Central /State Government/Public Sector Undertaking, Govt. of India.	Undertaking on the Letter Head of the Bidder duly signed & Stamped by Authorized Signatory (As per <b><u>Annexure - VI</u></b> )		
7.	The bidder should have a registered office in India and must have an established office in Delhi/NCR.	Electricity/Telephone Bill or any other supporting document stating the address duly certified by the		

S. No.	Pre-Qualification Criteria	Supporting Documents Required	Type of Document	Page number of the supporting document
		Owner/Authorized Representative of the Company		
8.	The bidder should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this Bid and in the execution of agreement.	Undertaking on Bidder's Letter Head, duly signed and stamped by the Authorized Signatory (As per <u>Annexure - VII</u> )		
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 Bidder's Letter Head, duly signed and stamped by the Authorized Signatory (As per <u>Annexure - VIII</u> )		

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)

Ref. No.: BIRAC/HR&A/007/2022/ENQ- 39

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: Request for Empanelment of Intellectual Property (IP), Technology Transfer (TT),  
Legal, Finance and Company Secretary (CS) in practice firms at Biotechnology  
Industry Research Assistance Company (BIRAC)**

S. No.	Technical Evaluation Criteria	Indicative Supporting Documents	Type of Document	Page number of the supporting document
1.	Past Experience in similar kind of work	Self-attested Copy of the work order arranged in chronological order i.e. latest first and letter of successful completion from the client		
2.	In house Manpower Structure & Professional Competence of the team members and List of requisite database subscribed to perform the work	Self-attested copy of number of employee strength deputed on firm's letter head		
3.	Presence of Regional Offices in India/ Number of NCLT/CIRP cases handled till date in case of Resolution Professional / established network of top leading foreign attorney IP firms worldwide who can handle the assigned work with respect to BIRAC's IP management	Electricity/Telephone Bill or any other supporting document stating the address duly certified by the Owner/Authorized Representative of the Company		

4.	Total number of Central Govt./State Govt./PSUs/Govt. bodies in India in preceding ten years in which the firm in empaneled	Self-attested Copy of the work order arranged in chronological order i.e. latest first and letter of successful completion from the client		
5.	Technical Presentation	-		

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 : \_\_\_\_\_

**UNDERTAKING WITH REGARD TO BLACKLISTING**

(To be submitted on Agency's Letter Head)

Ref. No. BIRAC/HR&A/007/2022/ENQ-39

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

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

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

(Signature of the Authorized signatory)

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

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

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

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

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

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

Ref. No. BIRAC/HR&A/007/2022/ENQ-39

To,

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

**Subject: Undertaking regarding Litigation**

It is hereby confirmed and declared that M/s \_\_\_\_\_, does not have any litigation / arbitration history with any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which works/assignments/services have been executed/undertaken.

(Signature of the Authorized signatory)

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

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

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

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

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

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

(To be submitted on Agency's Letter Head)

Ref. No. BIRAC/HR&A/007/2022/ENQ-39

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 \_\_\_\_\_, 2022 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/ an Individual, having its registered office/ residential address 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 empanel the firm and the firm hereby agrees to provide the same governed by below mentioned terms and conditions and as per the BID documents.

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

**1. INTERPRETATION**

- i. Confidential Information: “Confidential Information” means all information (whether in oral, written or electronic form) relating to BIRAC , matters related to BIRAC’s corporate affairs, minutes of the meeting(s) or other agnate materials including any notes or summaries derived from those materials of the Disclosing Party and confidential information received by the Disclosing Party from third parties, but excludes any information that: (1) was lawfully in the possession of the Recipient before receiving it from the Disclosing Party; (2) is provided in good faith to the Recipient by a third party without breaching any rights of the Disclosing Party or any other party; (3) is or becomes generally available to, or accessible by, the public through no fault of the Recipient; (4) is independently developed by the Recipient without use of the disclosed Confidential Information or (5) is required by public authority, by law or decree.
- ii. Words importing the singular numbers shall include the plural number and vice versa.

2. Headings and subheadings are for convenience only and shall not be deemed to be a part of this Agreement.

### 3. Terms of Empanelment

- i. The empanelment shall be effective for an initial period of 3 (Three) Years from \_\_\_\_\_, thereafter extendable by another 2 (two) years based on the performance of the agency and on mutually agreed Terms & Conditions.
- ii. 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.
- iii. This empanelment 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.
- iv. The rights and remedies herein provided are cumulative with, and not exclusive of, any rights or remedies provided by law.
- v. The Empanelled Firm shall be entitled to the fees and reimbursement for all preapproved expenses incurred in the performance of the Duties, upon submission and approval of written statements and/or receipts in accordance with the approved rate chart and the then regular procedures of the BIRAC.
- vi. BIRAC reserves the right to assign the tasks to any of the empanelled agency. BIRAC also reserves the right to award the work to any other agency/ individual, not necessarily empanelled with BIRAC.
- vii. This empanelment does not constitute and will not be deemed to constitute an exclusive commitment/ arrangement between BIRAC and the Empanelled Agency.

### 4. RESPONSIBILITIES OF THE AGENCY

- i. Discharge the duties, responsibilities and execute activities strictly in furtherance of the BID document, Scope of Work as given in the BID document as annexed as *Annexure* \_\_\_\_\_
- ii. Ensure compliance with legal provisions related to this Contract. The Agency shall obtain all requisite license and approval at his cost from the appropriate authority for executing this contract work and submit copy of such license and approval to BIRAC.
- iii. Deploy any workforce which will exclusively be on Agency's pay roll.
- iv. Ensure proper behavior of the work force provided for the event. The Agency will prevent the work force from taking part in any direct or indirect association with a person or persons engaged in any antisocial activities, demonstrations, riots or agitation, which may in any way be detrimental or prejudicial to the occupants of land / properties in the neighborhood.
- v. Keep the BIRAC and its employees etc., harmless and indemnified from any consequential claims, actions, suits, proceedings, losses or damages on any ground whatsoever.
- vi. Take disciplinary action against any worker/staff engaged by him.

- vii. Undertake to indemnify the BIRAC against all claims which may arise under the noted acts:
  - a The Shops and Establishment Act.
  - b The Workman's compensation Act.
  - c The payment of Wages Act.
  - d The Contract labor (Regulation and Abolition) Act. 1970 and the rules framed thereunder.
  - e Family Pension Scheme.
  - f Inter-state Migrant Workmen (Regulation of employment and condition of Service) Act, 1979.
  - g Any other Statutory Act/Law/Regulation made applicable during the pendency of the contract.
- viii. Be solely responsible for determining all matters of detail as to the manner in which a specific assignment is done with an objectively acceptable quality.
- ix. Undertake necessary liaison work as may be required from time to time with the officials of the concerned departments.
- x. Comply to the best of the technical /scientific knowledge, statutory, regulatory and safety guidelines established by the Government of India, any statutory authority and BIRAC while performing the services.
- xi. Take reasonable measures to protect the secrecy and avoid disclosure and unauthorized use of the Confidential Information of the disclosing party including discussion of the Confidential Information in any public forum which includes formal and informal discussions.
- xii. Comply with all prevailing laws, rules and regulations and shall not indulge in any act, which constitutes an offence or a corrupt practice under the Indian laws.
- xiii. Practice Chinese wall or Firewall policy within to deal with contrary interests or with confidential information.
- xiv. Submit any other documentary evidence as & when called by the BIRAC in connection with this Contract.

## **5. PAYMENT TERMS**

- a. The bills for the services shall be submitted by the firm at the earliest after undertaking the services. The payment will be made after submission of Invoice along with the supporting documents as desired by BIRAC. 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.
- b. 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.
- c. BIRAC shall make timely payments through Electronic Payment Mechanism (viz NEFT/ RTGS /ECS). Bank details have to be provided by the Contractor.



- d. 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.

## **6. WITHHOLDING OF PAYMENT**

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

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

- i. For non-completion of contracted work to BIRAC's satisfaction.
- ii. Agency's indebtedness arising out of execution of contract
- iii. All claims against Agency for Liquidated damages.
- iv. Any failure by the Agency to fully reimburse BIRAC under of indemnification provisions of this Contract. If, during the process of the Agency shall allow any indebtedness to accrue of which BIRAC may be primarily or contingently liable or ultimately responsible and agency shall, within five days after demand is made by the BIRAC, fail to pay and discharge such indebtedness, then BIRAC may during the period for which indebtedness shall remain unpaid, withhold from the amounts due to Agency's a sum equal to the amount such unpaid indebtedness. When all the above grounds for withholding payments shall be removed, payment shall thereafter be made for amounts so withheld.
- v. Garnishee order issued by a Court of Law in India.
- vi. Income-tax deductible at source according to law prevalent from time to time in the country.
- vii. Any obligation of Agency which by any law prevalent from time to time to be discharged by the BIRAC in the event of Agency's failure to adhere to such laws.

## **7. CONFIDENTIALITY**

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

## **8. RETURN OF MATERIALS**

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

## **9. WAIVER AND ASSIGNMENT**

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

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

- i. The duty of secrecy under this agreement will commence on the Effective Date and will subsist till three years after completion of the task.
- ii. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.
- iii. The rights and remedies herein provided are cumulative with, and not exclusive of, any rights or remedies provided by law.

## **11. DISPUTE RESOLUTION**

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

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

## **12. NOTICE**

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

## **13. SEVERABILITY**

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

**14. GOVERNING LAW**

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

**15. AMENDMENTS OR WAIVER**

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

**16. NO OTHER RELATIONSHIP**

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

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

Signed  
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On behalf of the Agency

Date.....

**WITNESS**

Signed  
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On behalf of the Agency

Date.....

Signed  
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On behalf of the BIRAC

Date.....

**WITNESS**

Signed  
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On behalf of the BIRAC

Date.....