



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

Request for Proposal

for

Preparation of
Competitive Analysis Report for
Making Bharat a Global Biomanufacturing Hub

Make In India Program Management Unit
Biotechnology Industry Research Assistance Council
(BIRAC)

[No. BIRAC/HR&A/007/2024/ENQ-46]

कार्यालय का पता

5वीं मंजिल, एनएसआईसी बिजनेस पार्क, एनएसआईसी भवन,
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5th Floor, NSIC Business Park, NSIC Bhawan,
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सीआईएन सं./ CIN No.: U73100DL2012NPL233152

वेबसाइट का पता/ Website address: www.birac.nic.in

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REQUEST FOR PROPOSAL

1.0 Letter of Invitation

Biotechnology Industry Research Assistance Council (BIRAC), New Delhi invites request for proposal for Preparation of Competitive Analysis Report for Making Bharat a Global Biomanufacturing Hub.

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>.

Bid No:	BIRAC/HR&A/007/2024/ENQ-46
Brief Description:	Proposal for Preparation of Competitive Analysis Report for Making Bharat a Global Biomanufacturing Hub
Category:	Services
Approximate Quantity:	Need Based
Contract Period:	Completion of work as per the timelines
Bid Originating Location:	BIRAC Office, New Delhi
Type of bid:	Request for proposal
Cost of bid document (IN INR):	NIL
Earnest money Deposit (IN INR):	50,000/-
Performance Bank Guarantee:	3% of the quoted price
Issue / Sale of Bid document:	Downloadable from BIRAC Website & Central Public Procurement Portal (CPPP)
Bid Publication Date:	02 nd May 2024
Bid duration	10 days
Site/s Visit Dates:	NA
Pre-bid Meeting Date, time & Venue:	08th May 2024 at 02:30PM at Biotechnology Industry Research Assistance Council (BIRAC), 5th Floor, NSIC Business Park, NSIC Bhawan, Okhla Industrial Estate, New Delhi – 110020
Last Date & Time for Submission of BID:	13th May 2024 by 02:00 PM
Bid Opening Date & Time:	13th May 2024 at 02:30 PM
Place of submission & opening of bid:	Biotechnology Industry Research Assistance Council (BIRAC), 5th Floor, NSIC Business Park, NSIC Bhawan, Okhla Industrial Estate, New Delhi – 110020

Presentation Date, time & Venue:	(Shall be communicated later to PQC qualified bidders only) Biotechnology Industry Research Assistance Council (BIRAC), 5th Floor, NSIC Business Park, NSIC Bhawan, Okhla Industrial Estate, New Delhi – 110020
Estimated Annual Cost of Contract:	NA
Pre-Qualification Criteria:	As per Clause - 6.0
Bid Validity	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** 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 proposal and/ or invite afresh with or without amendments, without liability or any obligation for such request for proposal and without assigning any reason. Information provided at this stage is indicative and BIRAC reserves the right to amend/add further details in the Bid.

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

1.0 Background & Objective

For a sustainable future and progressing India's Bioeconomy, DBT/ BIRAC are enabling next-level support for the development of laboratory Biobased innovations to marketable products, by fostering high performance biomanufacturing. This is a critical component of the integrated approach required towards promoting circular economy for Green, Clean and Prosperous India. To support high performance Biomanufacturing in the country, a specialized scheme for setting up Biofoundry and Biomanufacturing facilities will be launched as announced in the interim union budget 2024. DBT's Make In India Program Management Unit for biotech sector at BIRAC is seeking proposals from qualified agencies and organizations to prepare a Landscaping and Competitive Analysis Report for achieving the objective of Making Bharat a Global Biomanufacturing Hub.

The purpose of this report is to provide actionable recommendations for strengthening biobased product development and setting up of pre-product manufacturing capabilities in the country. Based on the learnings from global best practices and regional assessment, identify the strengths, weaknesses and opportunities for establishing Biofoundries and Biomanufacturing facilities in the country that can leverage symbiotic engagement of Government, Industry, Research & Development (academia) to scale with Globally competence.

National Mission Program - Make in India (MII) for Biotech sector is implemented by Department of Biotechnology (DBT) through Biotechnology Industry Research Assistance Council (BIRAC). The Make In India Program Management Unit at BIRAC undertakes policy advocacy, data research and analysis, stakeholders' consultations and provides strategic inputs. It also supports Project Development Cell, Investment Clearance Cell for biotech sector while working closely with Invest India & DPIIT.

2.0 Scope of Work

The selected agency/organization will be responsible for the preparation of a landscaping report based on competitive analysis, citing local and global trends, gap analysis & projections with actionable recommendations to propel India as Global Bio-Innovation Hub and \$100 Bn Bio-manufacturing Hub.

- Impact of BioE3 policy on Environment, Economy and Employment
- Conducting a comprehensive review of the geographical uniqueness and challenges of setting up of Biomanufacturing and Biofoundry facilities in tier 1, tier 2, and tier 3 locations in India. Highlighting how rural economy can be augmented with biomanufacturing.
- Identifying regional priority areas of biomanufacturing based on existing and future prospects.
- Providing recommendations for strengthening the bio-based technology development and product commercialization including policies, regulations, others.
- Providing recommendations for optimal harnessing of Public - Private partnerships attracting private investments with Government as catalyst. Global best practices and recommendations for the co-creation, co-operation, co-scaling for India's ecosystem.
- Cluster mapping and Framework for the impact assessment.

- Analyzing Biomanufacturing potential based on current and expanded market opportunities; and impact at the Global, national and regional levels.
- Providing recommendations for setting up of 'Bioscience Innovation Parks' having infrastructure and facilities for pilot and early stage manufacturing especially by Startups, SMEs to undertake bio-based 'product' development, process optimization, regulatory submissions, etc. 'Product' may also include high value key intermediates, bioengineered materials, bio-catalysts, green-chemistry, biomass waste conversion process for value added product, enzymes, microbial consortium, and others besides the final finished product.
- Recommending a suitable framework for 'Bioscience Innovation Parks' in order to seamlessly leveraging capabilities and potential through tripartite bonding of the 3 key stakeholders that can be facilitated by the Government. The 3 stakeholders and their fundamental contributions are:
 1. Research Institutes (Ideation/ Capacity Building/ Infrastructure),
 2. Startups (Driving focused innovation),
 3. Industrial R&D (Capital, TRL7 onwards product pipeline, Exits, Licensing).

3.0 Timeline for Report submission

- Final report within 45 days, and 1st draft within 30 days from the award of the contract.
- Final Landscaping Report 50 hard copies along with print ready full resolution soft copy to be provided by the selected agency. Ready to use presentation material; Supporting data including primary and secondary data to be produced to BIRAC along with the reports.

4.0 Instructions to Bidders

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

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

4.3 Language of Bid

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

4.4 Signing the Bid

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

4.5 Cost of Bidding

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

4.6 Validity of Bids

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

4.7 Submission Details

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

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

- i) Authorization letter (*Annexure - I*)

- ii) The bid shall be submitted in sealed envelope super scribed with **Enquiry number, Subject and Date of closing** prominently underlined, along with the address of this office. This envelope shall contains the following:
 - a) **1st Inner Sealed Cover** - The first inner sealed cover should contain all the documents pertaining to **Pre-Qualification Criteria (PQC)** as prescribed and will clearly be super scribed with “**PQC**” along with enquiry number. This cover should include **Covering letter and PQC (format enclosed as Annexure - III)** with all stamped and signed supporting documents.
 - b) **2nd 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) **3rd Inner Sealed Cover** - The third inner sealed cover will contain only the price bid duly filled in, stamped and signed and should be clearly super scribed with “**Price Bid**” along with enquiry number (**format enclosed as Annexure - V**).
 - d) **4th Outer Sealed Cover** - The fourth outer sealed cover will contain all the above mentioned 3 envelopes i.e. 1st, 2nd and 3rd Inner Sealed Covers) 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.

4.8 Address of Submission/communication/inspection

The sealed envelope should be addressed to:

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

4.9 Amendments and Addendum to Bid

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

4.10 Conflict of Interest

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

4.11 Warranty of the agency

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

4.12 Bid Rejection Criteria (BRC)

BIRAC reserves the right to reject any bid if:

1. Received after the expiry of due date and time.
2. Any agency who has pre-exited or terminated any contract with or by BIRAC in last five (05) years as on the date of submission shall not be eligible to apply.
3. It is not given in the prescribed format as per clause 4.7
4. The bid has not been indexed or properly paginated and details provided in PQC & TEC Checklist (clause 6.0 & 7.0) 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.
7. All Declarations/undertakings/information have not been provided on the Letter Head of the Bidders, duly signed and stamped.
8. At any time, a material misrepresentation is made or uncovered
9. The agency/ firm/entity does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the bid.

4.13 Engagement Terms and Conditions

- i) The effective date of the engagement will be in accordance with execution of the Service and Confidentiality (S&C) Agreement.
- ii) The Bidder shall be liable to indemnify BIRAC in all respects and meet and pay off the litigation expenses and all the liabilities including damages, sums etc. arising as a consequence of negligence, deficiencies, mistakes, lapses, delays etc. in the execution of the work and the services provided.
- iii) **Letter of Award (LOA):** On acceptance of 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 execute a “Service and Confidentiality Agreement” (*enclosed as Annexure - IX*). After execution of the Agreement, no variation in or modification of any of the terms of the Agreement shall be made except by written amendment signed by the parties. The engagement of the bidder shall be governed by the terms and conditions of the “Service and Confidentiality Agreement”.
- iv) **Payment Terms**

- a) The following milestone will be followed for the payment:

Stage	Items	Payment Schedule
Stage 1	Acceptance of LOA, signing of Agreement, submission of Performance Bank Guarantee (PBG) and submission of proposed Methodology	30% - the payment will be made on Acceptance of LOA, signing of Agreement, submission of Performance Bank Guarantee (PBG) and submission of proposed Methodology. Invoice for 30% payment is required to be submitted by the Agency.
Stage 2	After successful Completion of the work as per the scope of work and timelines.	70% - the payment will be made after successful Completion of the work as per the scope of work and timelines. Invoice for 70% payment is required to be submitted by the Agency after complying with Clause 3.0 above.

- b) The bills for the services shall be submitted by the agency at the earliest after completing 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.
- c) 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 agency for such deductions.
- d) BIRAC shall make timely payments through Electronic Payment

Mechanism (viz NEFT/ RTGS /ECS). Bank details have to be provided by the agency

- e) BIRAC shall not be liable for any consequences, whatsoever, in case there is a delay in making payments for any reasons resting with agency. Further, no interest shall be paid on such delayed payments.

4.14 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.

4.15 Disclaimer

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

4.16 Jurisdictions

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

4.17 Earnest Money Deposit (EMD)

- **Submission of EMD:** The Earnest Money of Rs. Rs.50,000/- (Rupees Fifty 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.

4.18 Performance Bank Guarantee

- The agency shall furnish a Performance Bank Guarantee (**Format attached at Annexure - X**) drawn on bank/branch in India for 3% of the quoted price, within 21 days of the date of signing of Service and Confidentiality Agreement.
- BIRAC has the right to invoke the Performance Bank Guarantee in case the agency fails to complete any/all obligations under the contract to the satisfaction of BIRAC.
- Performance Security is to be furnished by a specified date and it should remain valid for a period of 60 (Sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.
- The PBG will be duly discharged by BIRAC after successful completion of Agency's obligations under the contract, including completion of any/ all obligations under the contract to the satisfaction of the BIRAC and/or person/agency appointed by it for the said purpose.
- **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.

5.0 Evaluation Methodology

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

5.2 Authorization Letter- Bids with Authorization Letter (*Annexure - I*) shall only be considered for Pre- Qualification Criteria (PQC).

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

5.4 Each bidder shall be assigned scores under each parameter as given in the Technical Evaluation Criteria [TEC] wherein marking will be done by the Committee on the basis of presentation done the perspective bidder and TEC Documents. The Bidders scoring minimum 60 marks shall only be qualified technically and considered further for considered for opening of price bid. Checklist provided at Annexure – IV is required to be mandatorily filled

5.5 Out of the technically qualified bidders, the lowest Financial Proposal will receive a maximum of 100 marks.

5.6 Financial Proposal Marks (FPM) = $100 \times \text{Lowest Financial Proposal in Rs.} / \text{Financial Proposal under consideration in Rs.}$

5.7 Final Evaluation - The final evaluation will be made on the basis of the following:

Weightage for the Technical Proposal Marks: 0.75

Weightage for the Financial Proposal Marks: 0.25

Combined Score = $\text{TPM} \times 0.75 + \text{FPM} \times 0.25$

5.8 The Bidder with the highest Combined Score shall be declared as the successful bidder.

5.9 The schedule date/time for presentation and opening of financial bids would be indicated later.

5.10 Price Bid (*Annexure - V*)

- i. The Bidder shall complete the price bid furnished in the bidding document.
- ii. Price bid quoted by the successful bidder shall be held firm during its performance of the contract.
- iii. 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.
- iv. Duties, taxes and other levies payable as per the statute should be included in the bid. The price bid shall be quoted **inclusive of the applicable taxes**.
- v. The bidders shall not indicate separate discount. Discount if any should be merged in the quoted rates.
- vi. Rate for each item shall be quoted. Even if a single column is left un-filled the Price Bid may not be considered for evaluation.

- vii. If there is any discrepancy in the unit price & total price, the unit price will prevail and the total price will be corrected accordingly.
- viii. If there is any discrepancy between words and figures the amount in words shall prevail.
- ix. 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.
- x. The Bidder shall complete the price bid furnished in the bidding document.
- xi. Price bid quoted by the successful bidder shall be held firm during duration of contract.
- xii. 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.
- xiii. Rate for each item shall be quoted. If any item in the price bid is left blank/Zero/NIL/Free the bid may not be considered for evaluation.

6.0 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.	Be a legal entity (for profit/not-for-profit entities), registered in India with taxation and other administrative authorities.	Self-attested copy of Company Incorporation Certificate from ROC. Self-attested Copy of GST Registration or GST exemption certificate/ PAN Card
2.	Have prepared three (3) or more National level techno-commercial reports for knowledge based scientific sectors during last five (5) years.	Copy of reports or links and letter of successful completion from the client
3.	Be profitable and should not have incurred loss in any last three FY out of the last five FY (FY 2018-19, 2019-20, 2020-21, 2021-22, 2022-23).	Certificate with UDIN number from the Organization/Audited Balance sheets for last five financial years, Income Tax return
4.	Have completed nationally relevant landscaping report especially in knowledge based sector preferably biosciences for at least one Central Govt./State Govt./ PSU/ Govt. body in India in preceding three years	Self-attested Copy of the work order arranged in chronological order i.e. latest first and letter of successful completion from the client
5.	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>)
6.	Not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this RFP 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>)
7.	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>)
8.	Have policies on data protection, confidentiality & conflict of interest	Undertaking on Bidder's Letter Head, duly signed and stamped by the Authorized Signatory.

Note:

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

7.0 Technical Evaluation Criteria

S. No.	Technical Evaluation Criteria (Documentary Evidences are to be attached as the scoring will be done based on the submitted documents)	Maximum Score (Total 100)	Indicative Supporting Documents
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 with their profile to perform the project work.	10	Self-attested copy of number of employee strength deputed on Agency's letter head with their profile.
3.	Number of techno-commercial reports with global landscape prepared in last five years especially in the life sciences/ Biotechnology (Health, BioPharma, Bio-Industrial, Bio-Agri, Bio-Services, related sectors).	10	Copy of reports or links and letter of successful completion from the client
4.	Total number of reputed clients from Public and Private sectors in last five years.	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 including Proposed Research Methodology	50	-

Note:

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

Annexure - I

Authorization Letter

(To be submitted on Agency's Letter Head)

Ref. No. BIRAC/HR&A/007/2024/ENQ-46

To,

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

Subject: Letter for Authorized Signatory

Dear Sir / Madam,

This has reference to your above-mentioned Request for Proposal for Preparation of Competitive Analysis Report for Making Bharat a Global Biomanufacturing Hub.

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

The specimen signature is attested below:

Name: _____

(Specimen Signature of Representative) _____

Signature of Authorizing Authority

Name of Authorizing Authority & Designation:

Company Seal:

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

Annexure - II

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

Ref. No. BIRAC/HR&A/007/2024/ENQ-46

To,

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

Subject: Submission of EMD

Dear Sir / Madam,

This has reference to your above-mentioned Request for Proposal for Preparation of Competitive Analysis Report for Making Bharat a Global Biomanufacturing Hub.

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:

Annexure - III**PQC Covering Letter**

(To be submitted on Agency's Letter Head)

Ref. No. BIRAC/HR&A/007/2024/ENQ-46

To,

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

**Subject: Request for Proposal for Preparation of Competitive Analysis Report for Making
 Bharat a Global Biomanufacturing Hub**

Sir/Madam,

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

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

The following documents are enclosed:

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

S. No	Pre-Qualification Criteria	Supporting Documents Required	Type of Document	Page number of the supporting document
1.	Be a legal entity (for profit/not-for-profit entities), registered in India with taxation and other administrative authorities.	Self-attested copy of Company Incorporation Certificate from ROC. Self-attested Copy of GST Registration or GST exemption certificate/ PAN Card		
2.	Have prepared three (3) or more National level techno-commercial reports for knowledge based scientific sectors during last five (5) years.	Copy of reports or links and letter of successful completion from the client		
3.	Be profitable and should not have incurred loss in any last three FY out of the last five FY (FY 2018-19, 2019-20, 2020-21, 2021-22, 2022-23).	Certificate with UDIN number from the Organization/Audited Balance sheets for last five financial years, Income Tax return		
4.	Have completed nationally relevant landscaping report especially in knowledge based sector preferably biosciences for at least one Central Govt./State Govt./ PSU/ Govt. body in India in preceding three years	Self-attested Copy of the work order arranged in chronological order i.e. latest first and letter of successful completion from the client		
5.	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>)		
6.	Not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this RFP 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>)		
7.	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>)		
8.	Have policies on data protection, confidentiality &	Undertaking on Bidder's Letter Head, duly signed		

S. No.	Pre-Qualification Criteria	Supporting Documents Required	Type of Document	Page number of the supporting document
	conflict of interest	and stamped by the Authorized Signatory.		

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

Thanking you,

Yours faithfully,

(Signature of the Authorized signatory)

Name: _____

Designation: _____

Seal : _____

Date : _____

Place : _____

Annexure - IV

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

Ref. No. BIRAC/HR&A/007/2024/ENQ-46

To,

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

Subject: Request for Proposal for Preparation of Competitive Analysis Report for Making Bharat a Global Biomanufacturing Hub

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 with their profile to perform the project work.	Self-attested copy of number of employee strength deputed on Agency's letter head with their profile.		
3.	Number of techno-commercial reports with global landscape prepared in last five years especially in the life sciences/ Biotechnology (Health, BioPharma, Bio-Industrial, Bio-Agri, Bio-Services, related sectors).	Copy of reports or links and letter of successful completion from the client		
4.	Total number of reputed clients from Public and Private sectors in last 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		
5.	Technical Presentation including Proposed Research Methodology	-		

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

Thanking you,

Yours faithfully,

(Signature of the Authorized signatory)

Name : _____

Designation : _____

Seal : _____

Date : _____

Place : _____

Annexure-V

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

PRICE BID

The total price offer (in Indian Rupees) for entire scope of Services to be rendered including remuneration and reimbursable expenses payable, milestones and corresponding cost estimate. For the purpose of evaluation, the total cost shall include all taxes and duties on the amount payable by BIRAC to the agency and other reimbursable expenses.

S. No.	Activities	Corresponding Quotation (In INR) (inclusive of taxes)	
		In Figures	In Words
1.	Preparation of Competitive Analysis Report for Making Bharat a Global Biomanufacturing Hub as per the Scope of Work and timeline for submission of report		

Note:

- a) Rate against each item shall be quoted in all sections of the Price Bid Format.
- b) In case if a single section is left un-filled the Price Bid may not be considered for evaluation.
- c) The Agencies will not indicate separate discount, discount if any should be merged in the quoted rates.
- d) If there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- e) ***Duties, taxes and other levies payable as per the statute should be included in the bid. The price bid shall be quoted inclusive of the applicable taxes.***

UNDERTAKING WITH REGARD TO BLACKLISTING

(To be submitted on Agency's Letter Head)

Ref. No. BIRAC/HR&A/007/2024/ENQ-46

To,

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

Subject: Undertaking regarding Blacklisting / Non-Debarment

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

(Signature of the Authorized signatory)

Name: _____

Designation: _____

Seal: _____

Date: _____

Place: _____

UNDERTAKING WITH REGARD to NON-LITIGATION

(To be submitted on Agency's Letter Head)

Ref. No. BIRAC/HR&A/007/2024/ENQ-46

To,

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

Subject: Undertaking regarding Litigation

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

(Signature of the Authorized signatory)

Name: _____

Designation: _____

Seal: _____

Date: _____

Place: _____

UNDERTAKING WITH REGARD to PRE-EXIT OR TERMINATION

(To be submitted on Agency's Letter Head)

Ref. No. BIRAC/HR&A/007/2024/ENQ-46

To,

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

Subject: Undertaking regarding Pre-exit or termination

It is hereby confirmed and declared that M/s_____, has not been pre-exited or terminated any contract with or by BIRAC in last 05 years as on the date of submission.

(Signature of the Authorized signatory)

Name : _____

Designation : _____

Seal : _____

Date : _____

Place : _____

Annexure - IX

Service and Confidentiality Agreement

This Agreement is made on this _____ day of _____, 2024 (Effective Date) at New Delhi
BY and BETWEEN

Biotechnology Industry Research Assistance Council, a Government of India Enterprise having its office at **5th Floor, NSIC Business Park, NSIC Bhawan, Okhla Industrial Estate, New Delhi – 110020** hereinafter referred to as “BIRAC” (which expression shall wherever the context so admits include its successors and assignees) of the **First Part**

AND

_____ a company registered under the Companies Act 2013, having its Registered office at _____, hereinafter referred to as the “Agency” (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 Agency and the Agency hereby agrees to provide the same governed by below mentioned terms and conditions and as per the BID documents.

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

1. Interpretation

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

3. Terms of Engagement

- i. The engagement shall be effective from the ____ day of ____ 2024.
- 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 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. However, the same shall be done after written approval of BIRAC.
- iv. The rights and remedies herein provided are cumulative with, and not exclusive of, any rights or remedies provided by law.
- v. The Agency shall be entitled to the 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 then regular procedures of the BIRAC.
- vi. BIRAC reserves the right to assign the tasks to any of the agency. BIRAC also reserves the right to award the work to any other agency, not necessarily with BIRAC.
- vii. This does not constitute and will not be deemed to constitute an exclusive commitment/arrangement between BIRAC and the Agency.

4. Responsibilities of the Agency

- i. Discharge the duties, responsibilities and execute activities strictly in furtherance of the BID document, Scope of Work as given in the BID document as annexed as ***Annexure***

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

Stage	Items	Payment Schedule
Stage 1	Acceptance of LOA, signing of Agreement, submission of Performance Bank Guarantee (PBG) and submission of proposed Methodology	30% - the payment will be made on Acceptance of LOA, signing of Agreement, submission of Performance Bank Guarantee (PBG) and submission of proposed Methodology. Invoice for 30% payment is required to be submitted by the Agency.
Stage 2	After successful Completion of the work as per the scope of work and timelines.	70% - the payment will be made after successful Completion of the work as per the scope of work and timelines.

		Invoice for 70% payment is required to be submitted by the Agency after complying with Clause 3.0 of bid document.
--	--	--

- b. The bills for the services shall be submitted by the Agency at the earliest after completing 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.
- c. 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 Agency for such deductions.
- d. BIRAC shall make timely payments through Electronic Payment Mechanism (viz NEFT/ RTGS /ECS). Bank details have to be provided by the Agency.
- e. BIRAC shall not be liable for any consequences, whatsoever, in case there is a delay in making payments for any reasons resting with Agency. 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 Agency and that this Agreement does not create an employer-employee relationship or business partnership between the parties.

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

Signed

.....

On behalf of the Agency

Date.....

WITNESS

Signed

.....

On behalf of the Agency

Date.....

Signed

.....

On behalf of the BIRAC

Date.....

WITNESS

Signed

.....
.....

On behalf of the BIRAC

Date.....

Annexure - X

Bank Guarantee Form
(To be submitted on non-judicial stamp paper)

PERFORMANCE GUARANTEE

Ref. No. BIRAC/HR&A/007/2024/ENQ-46

Bank Guarantee No. _____

Date ____/____/____

To,

Biotechnology Industry Research Assistance Council (BIRAC)
A Government of India Enterprise,
5th Floor, NSIC Business Park, NSIC Bhawan,
Okhla Industrial Estate, New Delhi – 110020

Sirs,

1. In consideration of BIRAC, a Government of India enterprise under the dept. Of Biotechnology of Ministry or Science of technology 5th Floor, NSIC Business Park, NSIC Bhawan, Okhla Industrial Estate, New Delhi – 110020 (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 "Agency"), 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 Agency 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 Agency. 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 Agency 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 Agency and notwithstanding any Bond or other guarantee/s that the BIRAC may have in relation to the Agency'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 Agency 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 Agency to the BIRAC under the contract have been fully paid and the entire claim which the BIRAC may have against the Agency 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 Agency.
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

(Signature)

Full name and Official address
(In legible letters)

WITNESS NO.2

(Signature)

Full name and Official address
(In legible letters)

Attorney as per power of Attorney

No.: _____

Dated: _____