



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

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

**Notice Inviting Tender for engagement of Consultancy agency as Technical Knowledge Partner  
of National Biopharma Mission of  
Biotechnology Industry Research Assistance Council  
(BIRAC)**

**कार्यालय का पता**

795337

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

5<sup>th</sup> Floor, NSIC Business Park, NSIC Bhawan,  
Okhla Industrial Estate, New Delhi-110020

फोन/ Phone: + 91-11-29878000

सीआईएन सं./ CIN No.: U73100DL2012NPL233152

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

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(भारत सरकार का उपक्रम)  
**Biotechnology Industry Research Assistance Council**  
(A Government of India Enterprise)

निविदा आमंत्रण सूचना

Notice Inviting Tender

**1.0 Letter of Invitation**

National Biopharma Mission, of Biotechnology Industry Research Assistance Council (BIRAC), New Delhi invites sealed BIDS from experience Bidders for engagement of Consultancy agency as Technical Knowledge Partner of National Biopharma Mission 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/007/2024/ENQ-51
<b>Brief Description:</b>	Notice inviting tender for engagement of Consultancy agency as Technical Knowledge Partner of National Biopharma Mission
<b>Category:</b>	Services
<b>Approximate Quantity:</b>	Need based
<b>Contract Period:</b>	For a period of 01 year or co-terminus with NBM tenure, whichever is later.
<b>Bid Originating Location:</b>	BIRAC Office, New Delhi
<b>Type of bid:</b>	Notice Inviting Tender
<b>Cost of bid document (IN INR):</b>	NIL
<b>Earnest money Deposit (IN INR):</b>	1% of the estimated Cost of Contract
<b>Performance Bank Guarantee (IN INR):</b>	3% of the quoted Cost of Contract
<b>Issue / Sale of Bid document:</b>	Downloadable from BIRAC Website & Central Public Procurement Portal (CPPP)
<b>Bid Publication Date:</b>	09 <sup>th</sup> September, 2024
<b>Site/s Visit Dates:</b>	NA

<b>Pre-bid Meeting Date, time &amp; Venue:</b>	17 <sup>th</sup> September 2024 at 02:30PM at Biotechnology Industry Research Assistance Council (BIRAC), 5th Floor, NSIC Business Park, NSIC Bhawan, Okhla Industrial Estate, New Delhi – 110020
<b>Last Date &amp; Time for Submission of BID:</b>	24 <sup>th</sup> September 2024 by 2:00 PM
<b>Bid Opening Date &amp; Time:</b>	24 <sup>th</sup> September 2024 at 3:00 PM
<b>Bid Duration</b>	15 days
<b>Place of submission &amp; opening of bid:</b>	Biotechnology Industry Research Assistance Council (BIRAC), 5th Floor, NSIC Business Park, NSIC Bhawan, Okhla Industrial Estate, New Delhi-110020
<b>Estimated Annual Cost of Contract:</b>	Rs. 1 Crore per annum
<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.

Thanking you,

Yours faithfully,  
Mission Director, National Biopharma Mission

Note: BIRAC reserves the right to cancel this NIT 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.

## **2.0 Background**

The National Biopharma Mission is an Industry-Academia Collaborative Mission of Department of Biotechnology (DBT), Ministry of Science & Technology, Government of India for Accelerating Early Development for Biopharmaceuticals; to be implemented by Biotechnology Research Assistance Council (BIRAC)-a Public Sector Undertaking of DBT. The Mission is a Pan-India program aimed at making India a hub for design and development of novel, affordable and effective biopharmaceutical products and solutions. This Program would aid in enhancing India's innovation research and product development capabilities, especially by focusing on development of vaccines, biologics and medical devices for combating public health concerns. The Program would aid academic researchers (through enhancing their translation capability); empower bio-entrepreneurs and SMEs (by decreased cost and risk during early stages of product development) and the industry (by elevating their innovation quotient). Anticipated long term impact is to benefit the Indian population at large due to availability of affordable solutions and products relevant to Indian health needs.

## **3.0 Objective**

BIRAC intends to seek a Technical Knowledge Partner (TKP) to be centralized, knowledge hub that links with the National Biopharma Mission and empowers and assists the Scientific Advisory Group (SAG) and Technical Advisory Groups (TAG) of the mission.

TKP will also facilitate NBM to conduct various activities ensuring quality, effectiveness and maximum impact of program.

## **4.0 Scope of Work**

### **a) Support for Technical**

- Provide well-researched, thoroughly analyzed structured evidence including the market opportunity, industry analytics and competitive intelligence to aid in making appropriate and timely knowledge based strategic decisions.
- Provide support to the PMU and assist in generation and application of knowledge towards ensuring quality and effectiveness of the program.

### **b) Project Management Support for Additional Projects:**

- Provide assistance in the management of the existing projects and any additional projects identified by NBM whenever required. Review project progress to perform impact analysis.
- Support PMU in identifying experts, for various proposals and to review progress and provide mentoring.
- Support includes organizing meetings/ conferences/ working group meetings/ brainstorming sessions with identified area experts. Preparing materials for arranging the meeting, developing synopsis / minutes of brainstorming sessions, and prepare recommendations from these meetings.

### **c) Support for Proposal Development for NBM's Next Phase:**

- Contribute to the creation of proposals that support the strategic planning and implementation of the next phase of the National Biopharma Mission. This includes providing insight and support in developing innovative approaches and new projects that align with the mission's objectives.

### **d) Support for Hosting Awareness Campaigns and Outreach Programs for NBM's initiatives and impact:**

- Assist in the execution of awareness campaigns and outreach programs to enhance the visibility of NBM's initiatives and achievements. This includes creating engaging and informative content, planning, and executing campaigns, and assessing their impact.

### **e) Support for Creation of Detailed Project Report (DPR):**

- Assist in designing projects for advancing drug/ vaccine research and development of emerging technological platforms for pharmaceutical research in India by preparing DPRs. This includes strategizing to foster national and global collaboration among stakeholders in the form of consortia, outlining comprehensive plans to address health challenges, and defining SMART goals for clear assessment of progress.

### **f) Support for Creation of new RFPs for NBM:**

- Aid in drafting new Requests for Proposals (RFPs) for NBM including, trainings to fill the existing gaps in the biopharma ecosystem. This will involve identifying specific needs as per the identified gaps, and facilitating the development of proposals to address these needs effectively.

**g) Support for Development of Bio-innovation IT-Based Platform:**

Facilitate the development of an IT-based platform for all functional service facilities established by NBM, including the hiring of consultants from related fields or provide or provide in-house expertise to monitor the development and deployment of the IT-platform. This platform aims to enhance access, ensure data security, and streamline service delivery by offering a range of research services through a centralizing platform on a single platform.

**h) Impact Analysis requirements:**

Support to be made available for minimum 04 - 05 working days in a month

**Eligibility Criteria:**

- The bidder shall be a legal entity, registered as a Company/LLP/Society/partnership firm/ proprietorship firm under respective acts in India.
- The bidder must be registered in India with taxation and other administrative authorities.
- The bidder should have provided similar services of at least five (5) immediately preceding years
- The bidder has to be profitable and should not have incurred loss in three consecutive FY (FY 2021-22, 2022-23 and 2023-24).
- The bidder should not have been blacklisted by any Central /State Government/Public Sector Undertaking, Govt. of India.
- The bidder should have a registered office in India and must have an established office in Delhi/NCR.
- 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.
- 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.

**Strategic Development Experience:**

- Experience in supporting government funded project in building strategies and management for new programs.

## **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** 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.

**5.3** Fairness and transparency in the selection process require that the Consultants Agency or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question.

### **5.4 Language of Bid:**

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

### **5.5 Signing the Bid**

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

### **5.6 Cost of Bidding**

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

### **5.7 Validity of Bids**

**5.7.1** 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.

**5.7.2** In exceptional circumstances, BIRAC may solicit the bidders' consent to an extension of the period of validity.

## **5.8 Submission Details**

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

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

- i) Authorization letter (*Annexure – 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 contain 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 - II)** 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 -III)** with all stamped and signed supporting documents.
  - c) **3<sup>rd</sup> Inner Sealed Cover** - The third Inner sealed cover will contain only the price bid duly filled in, stamped and signed and should be clearly super scribed with “**Price Bid**” along with enquiry number (**format enclosed as Annexure-VI**). .
  - d) **4<sup>th</sup> Outer Sealed cover**-The fourth outer sealed cover will contain all the above mentioned 3 envelopes i.e. 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> 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) The Bid Document are Non-Transferable.
- vi) Price bids, which remain unopened, BIRAC will not be returned to the concerned bidders.
- vii) Any changes in the prices after opening of the bids will not be considered.

- viii) Late bids - Bidders are advised in their own interest to ensure that bid reaches the specified office well before the closing date and time of the bid. BIRAC will not be responsible for the loss of the bid or delay in postal transit. Any bid received after deadline for submission of bid, will be rejected and remain unopened.
- ix) The cost for preparing the BID including visits by the bidders to BIRAC Office is not reimbursable.
- x) BIRAC reserves the right to call for any clarifications covered in the broad scope, wherever such a clarification become necessary for proper judgment in evaluation.
- xi) Exemptions referred to EMD should be clearly declared by the bidder.

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

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

Mission Director, National Biopharma Mission  
Biotechnology Industry Research Assistance Council  
5<sup>th</sup> Floor, NSIC Business Park, NSIC Bhawan,  
Okhla Industrial Estate, New Delhi-110020.

## **5.10 Amendments and Addendum**

- i) At any time prior to the deadline for submission of bids, BIRAC shall at its own discretion and for any reason whatsoever whether at its own initiative or in response to a clarification requested by a bidder, modify the RFP 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 bidder 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 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.

## **5.12 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 indicated in the Bid document
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.

### **5.13 Engagement Terms and Conditions**

- i) The effective date of the engagement will be in accordance with the commencement of services.
- ii) The initial duration of the Contract shall be for a period of 1 (One) Year or co-terminus with NBM tenure, whichever is later. However, the maximum duration for engagement shall not exceed 5 years from the date of engagement.
- 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 - X*). 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) Agency shall submit the bills on approved Performa to Mission Director, National Biopharma Mission, BIRAC on monthly basis for the services provided under the contract. 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.
- e) With holding /Recovery from 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.

#### **5.14 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 Bids without assigning any reasons.

#### **5.15 Jurisdictions**

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

#### **5.16 Abnormal Rates**

The bidder is expected to quote rate after careful analysis of cost involved considering all specifications and conditions of contract. In case it is noticed that the rates quoted by the bidder are unusually high or unusually low, it will be a sufficient ground for rejection of the tender unless the reasonableness of the rates

is convincing. For scrutiny, the analysis for such rates is to be furnished by the bidder on demand.

#### **5.17 Earnest Money Deposit (EMD)**

- **Submission of EMD:** The Earnest Money @1% of the estimates annual cost of contract 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 will not be considered and will be summarily rejected.
- **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.

#### **5.18 Performance Bank Guarantee**

- The agency shall furnish a Performance Bank Guarantee (Format attached at Annexure - XI) drawn on bank/branch in India for 3% of the quoted cost of contract, with acceptance of LOA/ signing of Service and Confidentially Agreement.
- The proceeds of the Performance Bank Guarantee shall be payable to BIRAC as compensation for agency's failure to perform and complete its obligations.
- 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 06 Months beyond the duration of event.
- 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.

## **6.0 Evaluation Methodology**

- 6.2 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 with Authorization Letter (Annexure - I)
- 6.3 Authorization Letter- Bids with Authorization Letter (Annexure - I) shall only be considered for Pre-Qualification Criteria (PQC).
- 6.4 Pre-Qualification Criteria (PQC) (Annexure - II) The bids shall be verified based on the documents submitted for PQC. Checklist provided at Annexure – II is required to be mandatorily filled. Those bids which satisfy the PQC will be considered for Technical Evaluation Criteria stage after Pre-Qualification Criteria (PQC)
- 6.5 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 by the perspective bidder and TEC Documents. The Bidders scoring minimum 70 marks shall only be qualified technically and considered further for opening of price bid. Checklist provided at Annexure – IV is required to be mandatorily filled
- 6.6 Out of the technically qualified bidders, the lowest Financial Proposal will receive a maximum of 100 marks.
- 6.7 Financial Proposal Marks (FPM) =  $100 \times \frac{\text{Lowest Financial Proposal in Rs.}}{\text{Financial Proposal under consideration in Rs.}}$
- 6.8 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 =  $\text{TPM} \times 0.75 + \text{FPM} \times 0.25$
- 6.9 The Bidder with the highest Combined Score shall be declared as the successful bidder.
- 6.10 The schedule date/time opening of financial bids would be indicated later.
- 6.11 **Price Bid (Annexure-VI)**

- 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 unfilled 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. Special Considerations For MSME / Start-Ups If the bidding entity is registered under (i) Micro & Small Enterprises at District Industry centre or Khadi and Village Industry Board or Coir Board or National Small Industry Corporation or Directorate of Handicrafts and Handlooms or any other body specified under "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" & (ii) Start-Ups registered under DIPP (as per G.S.R. 501(E)) it will be exempted from the prior experience & financial criteria.
- x. 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.
- xi. The Bidder shall complete the price bid furnished in the bidding document.
- xii. Price bid quoted by the successful bidder shall be held firm during initial duration of contract.
- xiii. 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.
- xiv. 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.

## 7.0 Pre-Qualification Criteria (PQC)

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

S. No.	Pre-Qualification Criteria	Supporting Documents Required
1.	The bidder shall be a legal entity, registered as a Company/LLP/Society/partnership firm/ proprietorship firm under respective acts in India.	Self-attested copy of Company Incorporation Certificate from ROC/Partnership deed/PAN/GST etc.
2.	The bidder must be registered in India with taxation and other administrative authorities.	Self-attested Copy of GST Registration or GST exemption certificate/ PAN Card
3.	The bidder should have provided similar services of at least five (5) immediate preceding years	Self-attested Copy of the work order arranged in chronological order i.e. latest first and letter of successful completion from the client
4.	The bidder has to be profitable and should not have incurred loss in three consecutive FY (FY 2021-22, 2022-23 and 2023-24)	Certificate with UDIN number from the Organization/Audited Balance sheets for last three financial years, Income Tax return
5.	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><b>Annexure - VII</b></u> )
6.	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
7.	The bidder should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this Bid and in the execution of agreement.	Undertaking on Bidder's Letter Head, duly signed and stamped by the Authorized Signatory (As per <u><b>Annexure - VIII</b></u> )
8.	The bidder should not have pre-exited or terminated any contract with or by BIRAC in last 05 years as on the date of submission.	Undertaking on Bidder's Letter Head, duly signed and stamped by the Authorized Signatory (As per <u><b>Annexure - IX</b></u> )

Note:

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

## 8.0 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. (Work experience of bidder in providing Technical Knowledge Partner services.)	20	Self-attested Copies of the work order(s) arranged in chronological order i.e. latest first and letter of successful completion from the client
2.	Experience in conceptualization and coordination of innovative programs and partnerships in India across the spectrum of product development.	20	Self-attested Copies of the work order(s) arranged in chronological order i.e. latest first and letter of successful completion from the client.
3.	Experience of at least 2 long term (minimum 6 months) project in last 3 years as lead Consultant/Consultant/Knowledge Partner for Central/State Government or their agencies	30	Self-attested copy of as lead Consultant/Consultant/Knowledge Partner for Central/State Government or their agencies
4.	In house Manpower Structure & Professional competence of the team members	30	Self-attested list of manpower structure & professional competence of team members and agency's letter head duly signed & stamped.

1. Note: Documentary Evidence are mandatorily to be submitted along with the formats.

## **9.0 Bank Policy – Corrupt and Fraudulent Practices**

### **Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credit & Grants by World Bank Borrowers, dated January 2011, Revised July 2014 :**

#### **“Fraud and Corruption”**

1.23 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts [footnote: In this context any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper]. In pursuance of this policy, the Bank:

- a) Defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>1</sup>;
  - (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefits or to avoid an obligation<sup>2</sup>;
  - (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party<sup>3</sup>;
  - (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party<sup>4</sup>;
  - (v) “obstructive practice” is
    - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice;

and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights;

- b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, or obstructive practices in competing for the contract in question;
- c) Will declare mis procurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- d) Will sanction a firm or an individual at any time, in accordance with prevailing Bank's sanctions procedures<sup>5</sup> including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time; (i) to be awarded a Bank-financed contract, and (ii) to be a nominated<sup>6</sup> sub-consultant, supplier, or service provider of an otherwise eligible firm, being awarded a Bank-financed contract.
- e) Will require that a clause be included in the RFP and in contracts financed by a Bank loan requiring consultants, and their agents, personnel, sub-consultants, sub-contractors, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of proposals and contract performance, and to have them audited by auditors appointed by the Bank; and will require that, when a Borrower selects a United Nation (UN) agency to provide technical assistance services in accordance with paragraph 3.15 under an agreement signed between the Borrower and the UN agency, the above provisions of this paragraph 1.23 regarding sanctions on fraud or corruption shall apply in their entirety to consultants and their sub-consultants, suppliers, service providers, contractors, sub-contractors, and their employees, that signed contracts with the UN agency. As an exception to the foregoing, paragraphs 1.23(d) and (e) will not apply to the UN agency and its employees, and paragraph 1.23(e) will not apply to the contracts between the UN agency and its suppliers and service providers. In such cases, the UN agencies will apply their own rules and regulations for investigating allegations of fraud or corruption subject to such terms and conditions as the Bank and the UN agency may agree, including an obligation to periodically inform the Bank of the decisions and actions taken. The Bank retains the right to require the Borrower to invoke remedies such as suspension or termination. UN agencies shall consult the Bank's list of firms and individuals suspended or debarred. In the event a UN agency

signs a contract or purchase order with a firm or an individual suspended or debarred by the Bank, the Bank will not finance the related expenditures and will apply other remedies as appropriate.

1.24

With the specific agreement of the Bank, a Borrower may introduce, into the RFP for contracts financed by the Bank, a requirement that the consultant include in the proposal an undertaking of the consultant to observe, in competing for and executing a contract, the country's laws against fraud and corruption (including bribery), as listed in the RFP.25 The Bank will accept the introduction of such a requirement at the request of the Borrowing country, provided the arrangements governing such undertaking are satisfactory to the Bank.

- 
1. For the purpose of this sub-paragraph, "another party" refers to a public official acting in relation to the selection process or contract execution. In this context "public official" includes World Bank staff and employees of other organizations taking or reviewing selection decisions.
  2. For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the selection process or contract execution.
  3. For the purpose of this sub-paragraph, "parties" refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or any privy to each other's bid prices or other conditions.
  4. For this sub-paragraph, "party" refers to a participant in the selection process or contract execution.
  5. A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank's sanction proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings.
  6. A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposals because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant's proposal for the particular services; or (ii) appointed by the Borrower.

## 10.0 Other Standard Forms:

### Annexure – I

#### **Authorization Letter (To be submitted on Agency's Letter Head)**

Ref. No. ....

To,

The Mission Director, National Biopharma Mission,  
Biotechnology Industry Research Assistance Council (BIRAC)  
5th Floor, NSIC Business Park, NSIC Bhawan,  
Okhla Industrial Estate, New Delhi – 110020

#### **Subject: Authorization Letter**

Dear Sir / Madam

This has reference to your above-mentioned bid for Engagement of Consulting Agency as Technical Knowledge Partner of National Biopharma Mission at Office/s of Biotechnology Industry Research Assistance Council (BIRAC) at New Delhi.

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

#### **The specimen signature is attested below:**

Name:.....

(Specimen Signature of Representative).....

Signature of Authorizing Authority  
Name of Authorizing Authority & Designation:

Company Seal:

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

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

Ref. No. ....

To,

The Mission Director, National Biopharma Mission,  
Biotechnology Industry Research Assistance Council (BIRAC)  
5th Floor, NSIC Business Park, NSIC Bhawan,  
Okhla Industrial Estate, New Delhi – 110020

**Subject: For Engagement of Consulting Agency as Technical Knowledge Partner of National Biopharma Mission at Office/s of Biotechnology Industry Research Assistance Council (BIRAC) at New Delhi.**

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
1.	The bidder shall be a legal entity, registered as a Company/LLP/Society/partnership firm/ proprietorship firm under respective acts in India.	Self-attested copy of Company Incorporation Certificate from ROC/Partnership deed/PAN/GST etc.
2.	The bidder must be registered in India with taxation and other administrative authorities.	Self-attested Copy of GST Registration or GST exemption certificate/ PAN Card
3.	The bidder should have provided similar services of at least five (5) immediate preceding years	Self-attested Copy of the work order arranged in chronological order i.e. latest first and letter of successful completion from the client
4.	The bidder has to be profitable and should not have incurred loss in three consecutive FY (FY 2021-22, 2022-23 and 2023-24)	Certificate with UDIN number from the Organization/Audited Balance sheets for last three financial years, Income Tax return
5.	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><b>Annexure - VII</b></u> )
6.	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
7.	The bidder should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this Bid and in the execution of agreement.	Undertaking on Bidder's Letter Head, duly signed and stamped by the Authorized Signatory (As per <u><b>Annexure - VIII</b></u> )
8.	The bidder should not have pre-exited or terminated any contract with or by BIRAC in last 05 years as on the date of submission.	Undertaking on Bidder's Letter Head, duly signed and stamped by the Authorized Signatory (As per <u><b>Annexure - IX</b></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:.....

### Annexure-III

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

Ref. No.....

To,

The Mission Director, National Biopharma Mission,  
Biotechnology Industry Research Assistance Council (BIRAC)  
5<sup>th</sup> Floor, NSIC Business Park, NSIC Bhawan,  
Okhla Industrial Estate, New Delhi-110020

**Subject: For Engagement of Consulting** as Technical Knowledge Partner of National Biopharma Mission **at office/s of Biotechnology Industry Research Assistance Council (BIRAC), at New Delhi**

S.No	Technical Evaluation Criteria	Indicative supporting Documents	Type of Document	Page number of supporting documents
1.	Past Experience in similar kind of work. (Work experience of bidder in providing Technical Knowledge Partner services.)	Self-attested Copies of the work order(s) arranged in chronological order i.e. latest first and letter of successful completion from the client		
2.	Experience in conceptualization and coordination of innovative programs and partnerships in India across the spectrum of product development.	Self-attested Copies of the work order(s) arranged in chronological order i.e. latest first and letter of successful completion from the client.		
3.	Experience of at least 2 long term (minimum 6 months) project in last 3 years as lead Consultant/Consultant/Knowledge Partner for Central/State Government or their agencies	Self-attested copy of as lead Consultant/Consultant/Knowledge Partner for Central/State Government or their agencies		

4.	In house Manpower Structure & Professional competence of the team members	Self-attested list of manpower structure & professional competence of team members and agency's letter head duly signed & stamped.		
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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**

**List of companies where Technical Knowledge Partner Services are undertaken in the immediately preceding year**

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

<b>S.No.</b>	<b>Name of the Company</b>	<b>Brief description of the services</b>	<b>Start Date</b>	<b>End Date</b>	<b>Copy of work order and Letter of successful completion enclosed (yes/No) with page No.</b>

**(Signature of the Authorised signatory)**

**Name:.....**

**Designation.....**

**Seal:.....**

**Date:.....**

**Place:.....**

**Annexure-V**

**List of Government companies where Technical Knowledge Partner Services are undertaken in the immediately preceding year**

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

<b>S. No.</b>	<b><i>Name of Government Company</i></b>	<b><i>Brief description of the services</i></b>	<b><i>Start Date</i></b>	<b><i>End Date</i></b>	<b><i>Copy of work order and Letter of successful completion enclosed (yes/No) with Page No.</i></b>

**(Signature of the Authorised signatory)**

**Name:.....**

**Designation.....**

**Seal:.....**

**Date:.....**

**Place:.....**

## Format for Price-Bid

### Annexure-VI

(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 Consultant and other reimbursable expenses.

<u>S. No.</u>	<u>Activities</u>	<u>Corresponding Quotation</u> <u>(In INR)</u> <u>(Per month)</u>	
		<u>In Figures</u>	<u>In Words</u>
<u>1.</u>	Day-to-day servicing as Technical Knowledge Partner and compliances as per the Scope of Work		

### Note:

- Rate against each item shall be quoted in all sections of the Price Bid Format.
- In case if a single section is left un-filled the Price Bid may not be considered for evaluation.
- The Agencies will not indicate separate discount, discount if any should be merged in the quoted rates
- If there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 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.....

To,

The Mission Director, National Biopharma Mission,  
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. ....

To

The Mission Director, National Biopharma Mission,  
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 Termination**  
(To be submitted on Agency's Letter Head)

Ref. No. ....

To,

The Mission Director, National Biopharma Mission,  
Biotechnology Industry Research Assistance Council (BIRAC)  
5th Floor, NSIC Business Park, NSIC Bhawan,  
Okhla Industrial Estate, New Delhi – 110020

**Subject: Undertaking regarding termination**

It is hereby confirmed and declared that M/s \_\_\_\_\_,  
has not been terminated any contract with or by BIRAC in last \_\_\_\_ 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 \_\_\_\_\_, 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 empanel the Agency and the Agency hereby agrees to provide the same governed by below mentioned terms and conditions and as per the BID documents.

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

### 1. Interpretation

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

ii. Words importing the singular numbers shall include the plural number and vice versa.

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

### 3. Terms of Empanelment

- i. The empanelment shall be effective for an initial duration of 1 (One) Year from the effective date or co-terminus with NBM tenure whichever is later. However, the maximum duration for engagement shall not exceed
- 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 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 empanelled agency. BIRAC also reserves the right to award the work to any other agency, 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 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. 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. If the Agency fails to reimburse BIRAC under the indemnification provisions as mentioned in this contract. Also, allows any indebtedness to accrue in which BIRAC becomes primarily or contingently liable/responsible and Agency fails to pay such indebtedness within five days after demand is made by the BIRAC, then BIRAC reserves right of withholding a sum equal to the unpaid indebtedness, which is due to Agency.
- 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.

## **6. Confidentiality**

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

## **7. Return of Materials**

Upon the conclusion of the task the 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.

## **8. 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.

## **9. 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.

## **10. 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 herewith 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.

#### **11. 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.

#### **12. 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.

#### **13. 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.

#### **14. Amendments or Waiver**

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

#### **15. 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

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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.....