

Notice Inviting bid for Supply/Service of Printer Cartridges & Toner for Biotechnology Industry Research Assistance Council (BIRAC), A Government of India Enterprise

No.	Chapter	Page No.
1.	Instruction to Bidders	2
2.	Conditions of Contract	3-8
3.	Schedule of Requirements	9-10
4.	Detailed Specification (List of Equipments) Annexure – I: List of Photocopiers Cum Printers Annexure – II : List of Printers	11
5.	<u>Other Standard Forms:</u> Annexure – III: Format for Covering Letter Annexure – IV : General Information about the bidder Annexure – V : Pre- Qualification Criteria Annexure – VI: Price Bid Annexure – VII: Service and Confidentiality Agreement	12-21

Disclaimer: This Bid is not a contract 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 Consultancy 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.

CHAPTER I- INSTRUCTION TO BIDDERS

1. Invitation Related Information

- 1.1. Biotechnology Industry Research Assistance Council (BIRAC), is a Public sector undertaking registered under the Indian Companies Act 2013 as a Section 8 'Not for profit company', as an interface agency of DBT, Ministry of Science & Technology, BIRAC was set up with a vision to stimulate, foster and enhance the strategic research and innovation capabilities of the Indian biotech industry particularly SME's, to make India globally competitive in biotech innovation and entrepreneurship and to create affordable products and services.
- 1.2. BIRAC is inviting bids from bidders who have experience in Supply/Service of Printer Cartridges & Toner.
- 1.3. Bidders are advised to study all instructions carefully in the bid document. Failure to furnish all information required in the bid document or submission of a bid not substantially responsive to the bid document in every respect will be at the bidder's risk and may result in the rejection of the bid.
- 1.4. Sealed bids prepared in accordance with the procedure enumerated herein should be submitted to Head (HR & Admin), Biotechnology Industry Research Assistance Council, 1st Floor, MTNL Building, 9, CGO Complex, New Delhi - 110003 on or before 1400 Hrs. on **4th January, 2018** BIRAC shall not be responsible for any postal delay about non-receipt/non-delivery of the documents.

B. Schedule of Events

- a) Last Time and date for receipt of Bid: 1400 Hrs. (IST) on **4th January, 2018**
- b) Time and Date of opening of Bids : 1500 Hrs. (IST) on **4th January, 2018**
- c) Date till which the bid should be valid: 90 days from bid closing date.

CHAPTER-2 CONDITIONS OF CONTRACT

The bidders are requested to read the instructions/criteria stated below carefully. Incomplete BIDs will not be accepted.

1. ELIGIBILITY & EXPERIENCE

Please refer to Pre-Qualification Criteria (PQC) (*Annexure V*).

2. COST OF BIDDING

The bidder shall be solely liable to bear all costs and expenses associated with the preparation and submission of its bid, and 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.

3. BID DOCUMENT

3.1 Bidders should submit the Bid Document in prescribed format.

3.2 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 to the satisfaction of the BIRAC in every respect will be at Bidder's risk and responsibility and may result in the rejection of its Bids.

3.3 The Bid document is not transferable.

4. CLARIFICATION ON BID DOCUMENT

4.1 Amendments and Addendum of BID Document

- i) At any time prior to the deadline for submission of bids, BIRAC may at its own discretion and for any reason whatsoever whether at its own initiative or in response to a clarification requested by a bidder modify the Bid Documents by notifying any such amendment as may be drafted / incorporated to the original bid documents.
- ii) The amendment and addendum, if any will be notified by BIRAC or published on the BIRAC 3i portal (www.birac.nic.in) before the last date of submission.
- iii) In order to allow the bidders reasonable time to take the amendment into 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. PREPRATION OF BID

5.1. Language of BID

The bid prepared by the bidder and all correspondence and documents exchanged between the bidder and BIRAC relating to the Bid submitted shall be in English language. However, printed literature furnished by the bidder may be in any other language so 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.

5.2. Documents Comprising the BID

- i. All documentary evidences establishing the eligibility of the bidder to bid and its qualification to perform the contract, if its bid is accepted.
- ii. All exceptions the bidder wishes to take to any of the conditions specified in the general and special conditions contained in any of the bid documents other than those contained in the Pre Qualification Criteria (PQC). Any requests for deviation from PQC will not be entertained by BIRAC.
- iii. Any other information / documents mentioned in PQC.

5.3 Signing the BID.

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

5.4 BID Rejection Criteria (BRC)

BIRAC reserves the right to reject any bid if:

- It is not in the given format
- The bid has not been indexed or properly paginated.
- Supporting documents to substantiate the statements of the Bidder wherever necessary have not been submitted.
- Declaration/undertaking/information related to employees, financials etc. have not been provided on the Letter Head of the Bidder, duly signed and stamped.
- At any time, a material misrepresentation is made or uncovered, or
- The agency/ firm/entity does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the bid.

6. PRICE BID

- 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 and will not be subject to variation on any account.
- 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. All duties, taxes and other levies payable as per the statute should be excluded in the bid. The price bid shall be quoted exclusive of the above mentioned aspects.
- v. The bidders will not indicate separate discount. Discount if any should be merged in the quoted rates.

7. PERIOD OF VALIDITY OF BIDS

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

8. SUBMISSION OF BIDS

- a) Bids are to be submitted in sealed covers.
 - i. 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 bid number. This cover should include PQC (format enclosed as **Annexure-V**) with all signed supporting documents.
 - ii. The second sealed inner cover will contain only the price bid duly filled in and signed and will be clearly super scribed with "Price Bid" along with bid number. The format for Price Bid is enclosed as **Annexure-VI**
 - iii. These two covers shall be put into outer cover and sealed. The outer cover should duly bear the bid number and date of closing/opening prominently underlined, along with the address of this office.
- b) The right to ignore any offer which fails to comply with the above instructions is reserved with BIRAC.
- c) Bids received by post without proper superscription of bid number & Bid Closing Date on the outer cover may not be considered.
- d) Only one bid should be included in one cover.
- e) Price bids, which remain unopened with BIRAC, will not be returned to the concerned bidders.
- f) Any change in the price after opening of the bids will not be considered.
- g) 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.

9. BID OPENING AND EVALUATION

- i. Opening of Bids by BIRAC: BIRAC will open the Bids in the presence of Bidders at 1500 Hrs on the date of opening as indicated in bid document.
- ii. Those bids which satisfy the PQC will be considered further by committee for opening of Price bid.
- iii. The total amount quoted will be the determinant parameter for L1.
- iv. The Lowest quote will be considered as L1 and the work will be awarded accordingly.

Note: (a) If there is any discrepancy in the unit price & total price, the unit price will prevail and the total price will be corrected accordingly.

(b) If there is any discrepancy between words and figures the amount in words shall prevail.

(c) SPECIAL CONSIDERATIONS FOR MSME AND SC/ST ENTREPRENEURS

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

The participating Bidders who qualifies any of the above aspect shall be allowed L1+15% margin of purchase preference in the Price Bid for the purpose of evaluation. After giving such margin, if more than one Bidder stand on equal Price Quote, then the Bidder having more relevant experience can be considered for award of contract. With objective of achieving an overall procurement of minimum 20% of the total annual purchases value from products produced/services rendered by MSEs within a period of three years. Policy has also earmarked 4% share out of this 20% Procurement from MSEs owned by SC/ST entrepreneurs. The exemption from the PQC and the Technical Evaluation Criteria will be considered for MSME & Start-Up, if, proof has been submitted with the PQC itself.

Under the provision of para aforesaid policy, definition of MSEs owned by SC/ST is clarified by the Ministry of MSME as under:

- a. In case of proprietary MSE, proprietor(s) shall be SC/ST.
- b. In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
- c. In case of Private limited companies, at least 51% share shall be held by SC/ST promoters.

10. The time for the date of acceptance of contract issued by BIRAC shall be deemed to be the start date for the present procurement.
11. The Contract shall be effective for an initial period of 3 (Three) years from the date of signing of contract with a provision of extension for two years on mutually agreed terms and conditions.
12. In case the quality of goods supplied are not in conformity with the standard given in bid and as per the samples supplied or the supplies are found defective at any stage these goods shall immediately be taken back by the bidder and will be replaced with the bid quality goods, without any delay. The competent authority of BIRAC reserves all rights to reject the goods if the same are not found in accordance with the required description/ specifications.
13. Any failure or omission to carry out the provisions of this supply by the bidder due to act of God which shall include all acts of natural calamities from civil strikes compliance with any status and or requisitions of the Government lockout and Strikes, riots, embargoes or from any political or other reasons beyond the bidder control including war (whether declared or not) civil war or state of incarceration should be notified by either party to the other side within two weeks from the date of occurrence of such an event which could be attributed to force majeure.
14. All damaged or unapproved goods shall be returned at the bidder risk and cost and the incidental expenditure thereupon shall be borne by the Bidder.
15. 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.
16. The bid should indicate specifically the Basic Price excluding taxes and other duties.
17. The bid should be submitted in the prescribed format.

18. The BIRAC reserves the right to reject all bids without assigning any reason whatsoever.
19. The bids will be opened on the date and the time indicated in the presence of bidders if any, present on the occasion.
20. Printed conditions of the bidders sent along with the quotation or pre-emptive conditions, if any, shall not be binding on BIRAC.
21. Installation of Printer/Cartridges should be carried out as directed by BIRAC.
22. The bidder should ensure quick back up response in case of equipment failure which should be replaced if needed within 24 hours of the distress call.
23. Payment of bill will be made through NEFT/Account payee cheque drawn on completion of the works as per terms and conditions of present bid. The decision to purchase each item is taken independent of other items quoted by the bidder. It is not binding on the BIRAC to purchase all the items quoted by any particular bidder.
24. If any item in the price bid is left blank then the rate quoted against it shall be taken as of zero value.
25. No advance payment shall be made to the bidder.
 - i. Payments shall be subject to deductions of any amount which is recoverable from the bidder in terms of work Order. Further, all payments shall be made subject to deduction of necessary taxes, duties and TDS (Tax deduction at Source) as per the relevant Tax statutes.
 - ii. All Payments shall be made in Indian Rupees only.
 - iii. 100 % Payment will be made with in the period of 21 days after submission of invoice, delivery challan and acceptance certificate duly signed by the authorized representative of BIRAC.
26. **Terms of Contract:** On selection of eligible awardee (L1) BIRAC shall issue the LOA. The terms of the agreement shall specify the binding provisions pertinent to the present scope.
27. **Governing Law and jurisdiction** – the contract shall be governed by the laws of India and subject to exclusive jurisdiction of the courts located at Delhi.
28. In case of any legal disputes, payments can be withheld till the dispute is settled. No interest shall be payable in case of such withheld amounts.
29. **CONFIDENTIALLY CLAUSE:** The Parties, undertake to maintain strict confidentiality and refrain from disclosure thereof, of all or any part of the information and data exchanged/generated from the Process under this bid for any purpose other than in accordance with this bid. 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.
30. **WAIVER AND ASSIGNMENT:** Any waiver by the BIRAC of a breach of any provision shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof. The bidder shall not have the right to assign the rights or obligations to any third party without the prior written consent of BIRAC.
31. **DISPUTE RESOLUTION :** In the event of any dispute or difference between the Parties hereto upon or in relation to or in connection with this bid and its execution, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of the Managing Director, BIRAC.
32. **NOTICE:** Any notices, consents, objections, demands, requests or other communications required or permitted to be given pursuant to this contract 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 contract. Either party may designate, by notice, a change of address hereunder.

33. **SEVERABILITY:** If any of the provisions of this contract 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 contract as a whole.
34. **AMENDMENTS:** No amendment of this contract is binding unless agreed to in writing by the parties.

CHAPTER- 3 – SCHEDULE OF REQUIREMENTS

I SCOPE OF WORK (SOW)

a) Supplying the Cartridges for printers:

- The bidder should be capable of supplying the genuine cartridges for printers at BIRAC, 1st Floor, MTNL Building, 9, CGO Complex, New Delhi - 110003 at no extra cost. The list of printers is attached as Annexure -II.

b) Supplying Toner and Servicing for Photocopier cum Printers :

- The bidder should be capable of supplying the genuine toners for photocopier cum printers (as per Annexure - I) at BIRAC, 1st Floor, MTNL Building, 9, CGO Complex, New Delhi - 110003 at no extra cost. The Bidder should provide the per copy cost for photocopier cum printers. The rate quoted for each copy pertaining to photocopier cum printers shall be inclusive of the servicing/maintenance.
- The bidder should also be capable of the servicing of printers (as per Annexure - I) at BIRAC, 1st Floor, MTNL Building, 9, CGO Complex, New Delhi - 110003. The servicing also includes the free part replacement in case the fault in the printers as reported by BIRAC IT department.
- **Breakdown maintenance of photocopier cum printers:** Whenever the fault in the printers is reported, the bidder will report within 06 hours of receipt of complaint and the system will be made operational within 24 hours of inspection of fault. In case the printers is not repaired within 24 hours, standby arrangements shall be provided by the bidder at no extra cost. In case any printer/part is required to be taken out from the office premises for repair/ replace, a stand-by printer of matching configuration/capacity or higher configurations should be made available.
- If any spare/part that is not covered under scope of services is to be repaired/replaced, then bidder shall submit the proforma Invoice (for the cost of new spare) to BIRAC for the approval of cost. In that case, the cost of such spare/part will be paid after successful repair, installation and commissioning of repaired printers at BIRAC. In case of need to replace any spare/part, the bidder shall provide original make genuine parts/components of similar or high configuration.
- The bidder should undertake preventive maintenance by checking the “photocopier cum printers” at least twice in a month and confirm that the printers are in the best of working conditions.

c) Applicable Terms for Scope of Work (SOW)

- i. The cartridges/toners supplied should be genuine and bear all the necessary warranty to substantiate such claim. The cartridges/toners ordered would be delivered initially at the IT department for provisional acceptance and before finally being installed in any particular printer.
- ii. Delivered new cartridges and toners should be sealed and if found tampered or duplicate or refilled no

payment for the same would be made by BIRAC. Decision of BIRAC in this regard would be final and binding on the bidder.

- iii. No Extra Cost will be paid for the items covered under scope of work such as travel etc.
- iv. Any other printer/photocopier cum printer that will be procured by BIRAC in future shall be covered under the present Scope of Work (SOW) on actual basis of the required cartridges/toners.
- v. In case of photocopier cum printers, the meter reading (initial and evaluated) shall be recorded in the presence of BIRAC IT personnel and the same shall be considered for the purpose of payment.

II. Pre-Qualification Criteria (PQC)

(Provision of Documentary Evidence is Mandatory)

- a) Bidder should have a functional office Located in Delhi-NCR
- b) Bidder should not have registered loss in all the three preceding Financial years
- c) The bidder should have prior experience of minimum 2 years in supplying Supply/Service of Printer Cartridges & Toner.(Copies of empanelment letter or work order)
- d) The Bidder should not have been blacklisted before. *
- e) The Bidder should not have been disqualified on any legal grounds that will render participation in the process and to execute the work impossible.*
- f) Registration particulars including GST should be provided with documentary proof
- g) The Bidder should be an Authorised Dealer
- h) The Bidder should have been on panel of at least 01 or more Government department/PSU/SPSUs

*Self-declaration on Letter Head should be submitted by the bidder.

CHAPTER -4- LIST OF PHOTOCOPIERS AND PRINTER

Annexure - I

List of Photocopiers Cum Printers				
S.No.	Photocopier	Company	Machine Name	Serial No.
1	Photocopier	Canon	PHOTOCOPY MACHINE IR 3225	(21)DDW0260
2	Photocopier	Canon	PHOTOCOPY MACHINE IR 2545	C21CFUJ30898

Annexure - II

List Of Printers					
S. No.	Asset Name	Company Name	Printer Model	Quantity	Cartridge No.
1	Printer	Canon	LBP 3500	1	309
2	Printer	Canon	LBP2900B	9	303
3	Printer	Canon	MF4750	4	328
4	Printer	HP	COLOR PRINTER LASERJET CP 1215	1	125 – A (CYAN, MAGENTA,BLACK,YELLOW)
5	Printer	Canon	MULTIFUNCTION PRINTER MF4350	1	FX-9
6	Printer	Canon	MULTIFUNCTION PRINTER MF229 DW	1	337
7	Printer	Canon	Color Printer E-480	1	Color (57) / Black (47)

CHAPTER- 5 – OTHER STANDARD FORMS

Annexure-III

Format for Covering Letter

(On the Letter head of the firm)

Reference Number: BIRAC/HR&A/007/2017/ENQ-022

Date:

To,
Head HR & A, BIRAC,
1st Floor, MTNL Building, 9, CGO Complex,
Lodhi Road, New Delhi 110003

Sub: Notice Inviting bid for Supply/Service of Printer Cartridges & Toner

Dear Madam,

Having reviewed and fully understood all of the requirements of the Bid Document and information provided, the undersigned hereby bids for the assignment referred above. The validity of this bid is confirmed for 90 days from the due date or the extended due date (if applicable).

Bids containing the details as per the requirements is enclosed herein for your evaluation.

It is hereby declare that _____ (name of firm) was not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Govt. or other agency.

_____ (name of firm) also declare that there is under no contractual restrictions or legal disqualifications or other obligations which will prohibit from entering into this tender and each and every one of the statement and particulars herein contained are correct.

.....

Authorized Signatory

Name:

Designation

ANNEXURE-IV**GENERAL INFORMATION ABOUT THE BIDDER**

1	Name of the Company				
1a	Postal Address				
1b	Telephone / FAX No.				
1c	E-mail address & Website				
		Status		Supporting document with page number	
		Yes	No	Yes	No
2	<u>Type of Company :</u> Attach Proof of Company Registration along with a copy of the Partnership Deed / Article of Association and Memorandum of Understanding Proprietorship / Partnership / Private Limited / Public Limited				
3	Name and designation of the representative of the Bidder to whom all reference shall be made to expedite technical co-ordination.				
4	Has the company / firm to pay arrear of income tax? if yes, up to what amount				
5	Has any Govt. Dept / Undertaking ever debarred the company / firm from executing any work?				
6	Reference of any other information attached by the company (give details of attachment)				
7	Registration under MSME (Documentary proof)				
8	Are you an Udyog Aadhar holder? If yes, then please submit the relevant document.				

Date

Sign and Seal of Contractor

ANNEXURE-V**PRE-QUALIFICATION CRITERIA (PQC)****(Provision of Documentary Evidences is Mandatory)**

Sl.No.	Criteria	Status		Supporting document with page number	
		Yes	No	Page No	Documents Type
1	Bidder should have a functional office Located in Delhi-NCR				
2	Bidder should not have registered loss in all the three preceding Financial years				
3	The bidder should have prior experience of minimum 2 years in supplying Supply/Service of Printer Cartridges & Toner.(Copies of empanelment letter or work order)				
4	The Bidder should not have been blacklisted before. *				
5	The Bidder should not have been disqualified on any legal grounds that will render participation in the process and to execute the work impossible.*				
6	Registration particulars including GST should be provided with documentary proof				
7	The Bidder should be an authorised Dealer				
8	The Bidder should have been on panel of at least 01 or more Government department/PSU/SPSUs				

*Self-declaration on Letter Head should be submitted by the bidder.

The Bidder should submit self-attested & stamped/sealed of the above mentioned documents.

Even though the bidder may meet the above criteria, they are subject to be disqualified If they have:

- i. Provided misleading or false representation in the form, statement and attachments submitted in and or
- ii. Record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, etc.
- iii. Found to have been black listed in any other works.
- iv. Failure to submit essential documents.

Biotechnology Industry Research Assistance Council (BIRAC) reserves the right to accept or reject all the Bids without assigning any reason.

Sign and Seal of Bidder

Annexure – VI

Price BID

S.No.	Photocopier	Company	Serial No.	Rate Per Unit per copy(exclusive of All Taxes)
1	Photocopier PHOTOCOPY MACHINE IR 3225	Canon	(21)DDW0260	
2	Photocopier PHOTOCOPY MACHINE IR 2545	Canon	C21CFUJ30898	
Total (in Figures) (A)				
Total (in words) (A)				
S.No.	Photocopier	Company	Serial No.	Rate Per Unit (exclusive of All Taxes)
3	LBP 3500	Canon	309	
4	LBP2900B	Canon	303	
5	MF4750	Canon	328	
6	COLOR PRINTER LASERJET CP1215	HP	125 – A Black	
			Cyan	
			Magenta	
			Yellow	
7	MULTIFUNCTION PRINTER MF4350	Canon	FX-9	
8	MULTIFUNCTION PRINTER MF4750	Canon	328	
9	MULTIFUNCTION PRINTER MF229 DW	Canon	337	
10	Color Printer E-480	Canon	CL-57	
			PG-47	
Total (in Figures) (B)				

Total (in Words) (B)	
Total (in Figures) (A+B)	
Total (Amount in words)(A+B)	

Note :

1. The price bid shall be quoted exclusive of the all taxes.
2. If any item in the price bid is left blank then the rate quoted against it shall be taken as of zero value.
3. Rates quoted by the Bidder in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words
4. If the amount of an item is not worked out by the Bidder or it does not correspond with the rate written either in figures or words, then the rate quoted by the Bidder in words shall be taken as correct.

SERVICE AND CONFIDENTIALITY AGREEMENT

This Agreement is made on this _____ day of _____, 2017 at New Delhi BY and BETWEEN the Biotechnology Industry Research Assistance Council, a Government of India Enterprise having its office at 1st Floor, MTNL Building, 9, CGO Complex, Lodhi Road, New Delhi-110003 hereinafter referred to as “BIRAC” (which expression shall wherever the context so admits include its successors and assignees) of the First Part

AND

_____, having its registered office at

-----, hereinafter referred to as the “Service Provider”
Whereas the employer is desirous that certain works should be executed i.e. NOTICE INVITING BID FOR SUPPLY/SERVICE OF “PRINTER CARTRIDGES & TONER AT BIRAC” as described in Scope of Work (SOW) at BIRAC, New Delhi

WHEREAS all the parts are hereinafter referred to as “Parties”;

All Annexure to this Agreement shall be integral part of this Agreement.

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, project files, 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.
- iii. Headings and subheadings are for convenience only and shall not be deemed to be a part of this Agreement.

2. TERMS:

The Service Provider shall be engaged for a period of 03 (three) years extendable further for a period of 02 (two) years on mutually agreed terms and conditions from the date of execution of the present agreement.

3. The following documents shall be deemed to form and be read and construed as part of this agreement viz.

- a) The BID Document No.
- b) The award letter No.

4. In consideration of the payments to be made by the Service Provider, it hereby covenants upon to execute and maintain the works in conformity in all respects with the provisions of the contract

5. BIRAC hereby covenants to pay the consideration of, BID FOR SUPPLY/SERVICE OF “PRINTER CARTRIDGES & TONER AT BIRAC as described in the Scope of Work (SOW) at BIRAC 1ST floor, MTNL building, 9, CGO complex, New Delhi-110003 at the price at the times and in the manner prescribed by agreement, appended herein and the price quote are appended herein with the agreement.

6. CONFIDENTIALITY

The Parties, undertake to maintain strict confidentiality and refrain from disclosure thereof, of all or any part of the information and data exchanged/generated from the Process under this Agreement for any purpose other than in accordance with this Agreement. 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.

7. EARLY TERMINATION OF THE TERM

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

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 Service Provider 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 confidentiality under this agreement will commence on the Effective Date and will subsist initial for a period of three years after completion of the task or till such time the confidential information falls into the public domain whichever is earlier.
- ii. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.
- iii. The rights and remedies herein provided are cumulative with, and not exclusive of, any rights or remedies provided by law.

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 bid and its execution, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of the Managing Director, BIRAC.

11. NOTICE

Any notices, consents, objections, demands, requests or other communications required or permitted to be given pursuant to this contract 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 contract. 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 and jurisdiction – the contract shall be governed by the laws of India and subject to exclusive jurisdiction of the courts located at Delhi.

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

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

Signed

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On behalf of the Service Provider

On behalf of the BIRAC

Date.....

Date.....