



भारतीय प्रौद्योगिकी संस्थान इंदौर
सिमरोल, खंडवा रोड, इंदौर, पिन- 453552

Indian Institute of Technology Indore
Simrol, Khandwa Road, Indore- 453552

आईआईटी इंदौर में विधि फर्मों/वकीलों/कानूनी सलाहकारों के पैनल में शामिल होने के लिए प्रस्ताव हेतु अनुरोध

REQUEST FOR PROPOSAL FOR EMPANELMENT OF LAW FIRMS / LAWYERS/ LEGAL COUNSELS AT IIT INDORE

आवश्यकता की अनुसूची के अनुसार तकनीकी एवं वित्तीय बोली के दस्तावेज़ ऑनलाइन जमा करने हेतु
Bid to be submitted online for Technical & Financial Bid as required by the Bidder

सहायक कुलसचिव
(सेवा अनुबंध)
Assistant Registrar
(Service Contracts)



भारतीय प्रौद्योगिकी संस्थान इंदौर

खंडवा रोड, सिमरोल, इंदौर - 453552

Indian Institute of Technology Indore
Simrol, Khandwa Road, Indore- 453552

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Indian Institute of Technology Indore invites online **Request for Proposal (RFP) under the Quality-cum-Cost Based Selection (QCBS) system** for the **Empanelment of Law firms / Lawyers/ Legal Counsels**. Proposals are invited from eligible Law Firms/Lawyers/ Legal Counsels possessing the requisite eligibility criteria for empanelment with IIT Indore for a period of three years. The empanelled firms/counsels will be required to handle matters related to service issues, RTI, arbitration, corporate laws, civil and criminal laws, patents, copyrights and intellectual property rights, banking laws, media laws, international laws, cyber laws, land and eviction matters, labour-related issues, and other allied legal domains. The services may be required before various courts of law, including the Supreme Court, High Courts, City Civil and Sessions Courts, Magistrate Courts, Industrial/Labour Courts, Commissions, and other judicial/quasi-judicial bodies, at Indore and across the country, as and when required. The details of the RFP are as follows:

Sl. No.	Name of the Item	RFP No.	Earnest Money Deposit
1.	Empanelment of Law firms / Lawyers/ Legal Counsels	IITI(SC)/LC/035/A/2025-2026	Rs. 25,000/- (Rupees Twenty-Five Thousand Only) Online EMD Submission: Bidder can submit their EMD online by visiting to the below link: https://onlinesbi.sbi.bank.in/sbicollect/

Submission of Bids should be done in **Two Bid System** and only through **Online** mode at <https://eprocure.gov.in/eprocure/app>

**RFP No. 035 should be mentioned for the purpose of EMD Submission, and Tender No. should be referred for bid submission/ communication etc.*

Note:

1. Tender Documents with detail terms & conditions can be downloaded from our website: <https://www.iiti.ac.in/tendercs> & <https://eprocure.gov.in/eprocure/app>
2. The pre bid report will be published as a part of the tender document.
3. All the details pertaining to the NIT such as tender documents, pre-bid report, corrigendum and any further updates will be available only on our website and also at Central Public Procurement Portal.

IIT Indore shall not be responsible for non-receipt of bid due to internet issues or any other reasons.

For any issues related to tender, contact Service Contracts Section at 0731-6603408/3369 or email at servicecontracts@iiti.ac.in

Assistant Registrar
Service Contracts Section

सहायक कुलसचिव
(सेवा अनुबंध)
Assistant Registrar
(Service Contracts)

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अनुभाग 1 / SECTION I
निविदा की अनुसूची/ SCHEDULE OF TENDER

Sl. No.	Event	Date and Time/ Remarks
01	Date of uploading of Tender	June 15, 2026 https://eprocure.gov.in/eprocure/app and https://www.iiti.ac.in/tendercs
02	Submission of Queries for Pre-bid meeting	From June 15, 2026
03	Pre-bid query submission last date & time	June 22, 2026, at 02:00 PM
04	Date & Time of Pre-Bid Meeting	June 22, 2026, at 03:00 PM
05	Venue for Pre-Bid Meeting	Pre-bid meeting will be done online via google meet: https://meet.google.com/uko-dxjf-ctk The pre-bid report will be uploaded on the website & CPPP and the same will be a part of the tender document.
06	Earnest Money Deposit	Rs. 25,000/- (Rupees Twenty-Five Thousand Only) Online EMD Submission: Bidder can submit their EMD online by visiting to the below link: https://onlinesbi.sbi.bank.in/sbicollect/
07	Performance Security Deposit:	The Law firm(s) and the Legal Counsel(s), who would get selected, shall have to furnish a Performance Security of Rs. 1,00,000/- and Rs. 50,000/-, respectively, in the form of a e-Bank Guarantee from any Nationalized / Scheduled Bank, in favour of "The Registrar, IIT Indore" payable at Indore. The Performance Security should be valid for a period of 2 (two) months beyond the date of expiry of the empanelment tenure.
08	Last date & Time of Submission of Bids Online (Technical and Financial Bid)	July 06, 2026 up to 03.00 PM Please refer to NIT Documents
09	Date & Time of Opening of Technical Bids	July 07, 2026 at 03.00 PM
10	Address for all communication:	Assistant Registrar, Service Contracts Section 4th Floor, Abhinandan Bhawan (West Wing), Indian Institute of Technology, Indore Khandwa Road Simrol, Indore- 453552 Tel.: 0731-6603408/3369 Email: arsc@iiti.ac.in / servicecontracts@iiti.ac.in
11	Point of Contact for Technical Issue on CPPP:	CPP Portal website: www.eprocure.gov.in CPP Portal Help Desk Toll-Free No.: 18002337315, 180030702232


 Assistant Registrar
 Service Contracts Section
 सहायक कुलसचिव
 (सेवा अनुबंध)
 Assistant Registrar
 (Service Contracts)

अनुभाग 2 /SECTION II
ऑनलाइन बोली जमा करने के लिए बोलीदाताओं को निर्देश
INSTRUCTIONS TO THE BIDDERS FOR ONLINE BID SUBMISSION

1. The tender must be submitted in accordance with instructions provided in this document and non-conformance of the same may lead to rejection. Instructions shall form part of the tender and the contract. The conditions of the tender shall be governed by the details contained in the complete bid document.
2. For Online Bid Submission as per the directives of Department of Expenditure, this tender document is published on the Central Public Procurement Portal at <http://eprocure.gov.in/eprocure/app>. Bidders are requested to submit the copies of their bids electronically (digitally) only on CPP Portal, using valid Digital Signature Certificates.
3. The tender is not transferable. Only one tender shall be submitted by one bidder.
4. **Registration:** Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal by clicking on the link "**Click here to Enroll**" at <http://eprocure.gov.in/eprocure/app>.
5. **Submission:** Only *online bids* will be accepted. All the requisite supporting documents mentioned in the bid document must be uploaded online at <http://eprocure.gov.in/eprocure/app>. Bids sent by FAX, E-mail, hand, post/courier shall **not** be accepted/ processed, in any case.
6. Bidders to submit duly filled and completed bid online as per instructions mentioned in this document. All the uploaded documents shall be digitally signed by the authorized signatory of the bidder. The Digital Signature Certificate should be in the name of authorized signatory (who will sign the bid) of the bidder.
7. IIT Indore reserves the right to accept or reject any or all the bids at any stage.
8. For detailed instruction on online submissions of bid(s) through e-procurement module of Central Public Procurement Portal of NIC, the bidder(s) may visit <http://eprocure.gov.in>.
9. The bidder shall be solely liable to bear all costs and expenses associated with the preparation and submission of its bid, and IIT Indore 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.
10. The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the IIT Indore shall be written in Hindi or English language.
11. In the event of the space on the bid proforma being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, showing the tender number, and should be duly signed. In such cases reference to the additional page(s) must be made in the bid.

अनुभाग 3 /SECTION III
सामान्य नियम और शर्तें
GENERAL TERMS AND CONDITIONS

1. **Bid Submission:** Bidders are requested to submit their bids from the date of submission of bids indicated Schedule of Tender. Bidders are requested to submit the bids only after the issue of pre-bid meeting report duly considering the changes made if any, during the pre-bid meeting. Bidders are totally responsible for incorporating/ complying with the changes/ amendments issued, if any, during pre-bid meetings in their bid. All the two parts of the bid shall be submitted online at CPP Portal.
2. **Late Bids:** Bids received after the last date of submission will not be accepted and IIT Indore shall not be responsible for non-receipt of bid due to internet issues or any other reasons whatsoever.
3. **Bid Validity:** Bids shall be valid for a period of 180 days from the date of opening of tender.
4. **Modification and withdrawal of bids:** No bid can be modified and withdrawn after the deadline for submission of bids.
5. **Opening of Tenders:** The opening of the bids would be done as per the Schedule of Tender mentioned in **Section-I.** In the event of the specified date of bid opening being declared holiday in the Institute, the bids shall be opened at the same time and location on the next working day.
6. **Bid Security/ EMD:**
 - a. Micro and Small Enterprises who are Service Provider of the Primary Service Category and give specific confirmation to this effect at the time of bid submission and whose credentials are validated online through Udyam Registration (as validated by Government from time to time) and through uploaded supporting documents.
 - b. Start-ups as recognized by the Department of Industrial Policy and Promotion (DIPP).
 - c. In such case, a copy of the valid certificate showing registration with the above-mentioned institutions to be uploaded in PDF format.
 - d. In case the unit is not covered as above, EMD should be submitted online via <https://www.onlinesbi.sbi/sbicollect/icollecthome.htm> and the payment reference should be attached in PDF along with the technical bid.
 - e. EMD will be returned to the unsuccessful bidders within 30 days from the finalization of technical evaluation/award of contract.
 - f. EMD will be forfeited if the qualified bidder fails to accept the order or fails to provide the service based on his/her offer/bid.
 - g. The EMD of the successful bidder shall be returned on receipt of Performance Security. If the successful bidder fails to furnish the performance security or fails to provide the service as per award of contract (AOC) terms and conditions within the stipulated period, EMD shall be liable to be forfeited by the Institute.
 - h. No interest will be payable by the Institute on the Earnest Money Deposit.
 - i. Purchase Preference Policies of the Government: The Institute reserves its right to grant preferences to eligible Bidders under various Government Policies/ directives (like Make in India; MSME; Start-ups etc.) for pre-qualification criteria.
7. **Fall Clause:** The price quoted by the bidder should not be higher than the maximum price of the services offered and the same shall not be higher than the price usually charged by the service provider for services of the same nature to any other Institute/ organization.
8. **Penalty:** In the event of breach of any of the terms & conditions of the contract or Legal Firms / Lawyer neglects, delays or fails to perform the contract, IIT Indore shall levy and recover the penalty subject to maximum of 10% of total monthly bill.
9. **Subletting of Work:** The successful Legal Firms / Lawyer shall not assign or sublet the work/ job or any part of it to any other person or party. In case the subletting of the contract is done, the institute reserves the right to terminate the contract.

10. No correspondence/ discussion/ visits whatsoever will be entertained on the subject unless specifically called by the Institute, after opening the tenders for technical discussions/ price negotiations. Any violation of this will render the bids invalid and the bidder is liable to be blacklisted.
11. Representation against disqualification:
 - a. Bidder has the right to submit a representation to the Service Contracts Section within 02 days from the date of uploading the information on technical evaluation in the Institute website.
 - b. Representation will be reviewed by TEC and the appropriate response will be provided via email.
 - c. In case no response is received from bidder against any communication from the Institute within the specified time, it will be presumed that the query has been resolved and no further communication on the said point will be considered.
12. False information: Furnishing fraudulent information/ document, false declarations will be in breach of the Code of Integrity under Rule 175 (1)(i)(h) of the General Financial Rules, for which, a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.
13. Force Majeure: On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the Institute in writing, the successful bidder shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
14. In case the owner of the successful bidder or any of their partners/employees has close relations working with IIT Indore, the same must be intimated in writing to Service Contracts Section of the Institute before the commencement of services.
15. The Institute reserves the right to modify/ alter/ insert or delete any part of the tender document to ensure fulfillment of its service requirement at any stage.
16. Settlement of Disputes:
 - a. Amicable Settlement: In case a dispute arises between the Institute and the Agency (parties) regarding any matter under the contract, the Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days from the date of receipt of notice. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, Arbitration Clause shall become applicable.
 - b. On receipt of the dispute notice, the matter will be referred to the Dispute resolution Committee nominated by IIT Indore. The matter shall then be resolved between them and the agreed course of action will be documented. In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations.
 - c. Arbitration: In the event of any dispute or difference arising out of or in any way touching or concerning this contract whatsoever (except as to matter the decision of which is specifically provided under this contract) the same shall be referred to the sole arbitration of the Registrar, IIT Indore or his nominee on mutual contract of both the parties.
 - d. The award of such Arbitrator shall be final and binding on the parties. In the event of such Arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever the Registrar, IIT Indore shall appoint another person to act as Arbitrator in place of the outgoing Arbitrator in accordance with the above said terms of the contract and the person so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. The Arbitration and Conciliation Act, 1996, shall apply to arbitration proceedings. The venue of arbitration shall be Indore.
17. Cancellation of Contract:

Notwithstanding any other provisions in this contract, the Institute reserves the absolute right to terminate the contract forthwith, if it is found that continuation of the contract is not in public interest. The Agency is not eligible for any compensation or claim in the event of such cancellation.

If at any later date, it is found that the documents and certificates submitted by the Agency are forged or have been manipulated, the work order issued to the Agency shall be cancelled and Security Deposit issued to the Institute shall be forfeited without any claim whatsoever on the Institute and the Agency is liable for action as appropriate under the extant laws.

18. Evaluation of tender: In case two or more tenders are equal in monetary terms, work will be awarded to the service provider who has executed contracts of Govt./Central Govt./IITs/CFTIs.
19. Termination:
- a. Termination on expiry of the Contract: This contract shall be deemed to have been automatically terminated on the expiry of the Contract period unless the Institute has exercised its option to extend this Contract in accordance with the provisions, if any, of this Contract.
- or
- b. Termination on account of Force Majeure: Either party shall have the right to terminate this Contract on account of Force Majeure.
- c. or
- d. Termination on Account of Insolvency: In the event of the Service provider, at any time during the term of this Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Institute shall, by a notice in Writing have the right to terminate this Contract and all the Service provider's rights and privileges hereunder, shall stand terminated forthwith.
- or
- e. Termination for Unsatisfactory Performance: The Institute will judge the performance of the Service provider periodically through feedback from the user department. If the Institute considers that the performance of the Service provider is unsatisfactory or, not up to the expected standard, then the Institute shall notify the Service provider in writing and specify the cause of such dissatisfaction. The Institute shall have the option to terminate this Contract by giving 30 days' notice in writing to the Service provider, if, the Service provider fails to comply with the requisitions contained in the said written notice issued by the Institute.
- or
- f. Termination due to any other reason: If the Institute intends to terminate the contract before the agreed tenure, a one-month notice will be provided to the firm. Conversely, if the Service provider wishes to terminate the contract before the completion of the tenure, it must give a written notice of three months or continue its services until the succeeding service provider takes over the dining operations.
- or
- g. Consequences of Termination: In all cases of termination herein set forth, the obligation of the Institute to pay shall be limited to the period upto the date of termination. The Institute shall conduct an inquiry against the Contractor and consequent to the conclusion of the inquiry, if it is found that the fault is on the part of the Contractor, then they shall be debarred for a period of two years from the date of the order for putting the Contractor on debar list is issued.
20. Breach of Terms and Conditions: The Institute reserves the right to accept or reject or cancel any or all inquiries or quotations at any stage without assigning any reason thereof. In case of cancellation of order due to Non-compliance of the Terms and Conditions and Breach of the Contract, no compensation will be paid towards the progress of order/ procurement.
21. Indemnity: The successful Bidder shall be solely responsible and liable for its acts and omissions and shall indemnify, defend, and hold IIT Indore harmless at all times from and against any and all claims, liabilities, losses, damages, costs, charges, expenses, proceedings, or actions of whatsoever nature, whether arising directly or indirectly, due to any wrongful, incorrect, dishonest, criminal, fraudulent, or negligent act, default, failure, misfeasance, bad faith, breach of contractual obligations, or omission on the part of the successful Bidder and/or any of its employees, agents, or staff, including but not limited to theft, robbery, or fraud.
22. Governing Law: The Service Order placed will be a contract between the successful bidder and the Institute. It shall be governed by the Laws of India and the area of jurisdiction will be Indore, MP, India.
23. Conflict of Interest among Bidders/Agent: Bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a. They have controlling partner (s) in common; or
 - b. They receive or have received any direct or indirect subsidy/ financial stake from any of them; or
 - c. They have the same legal representative/ agent for purposes of this bid; or
 - d. They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
 - e. The bidder participates in more than one bid in this bidding process. Participation by a bidder on more than one Bid will result in the disqualification of all bids in which the parties are involved.
24. Code of Integrity: The code of integrity is applicable to both the Institute and the bidder. The bidder should disclose any conflict of Interest or any previous offense. Institute may take appropriate measures including debarment of the bidder. The code of integrity prohibits the following:
- a. Making an offer, solicitation, or acceptance of a bribe.
 - b. Any misrepresentation that attempts to be misleading.
 - c. Collusion, bid rigging, anti-competitive approach.
 - d. Coercion or threat to impair or harm.
25. Confidentiality: The empaneled law firm(s) must keep confidential:
- a. any data/ information related to the Transaction which is not in public domain, and which may have a material effect on the Transaction, and
 - b. any opinion, advice, statement, experts' views, documents, technical particulars, etc., provided by the Institute. Further, none of the foregoing matters must be disclosed or referred to publicly or to any third party not concerned with the Transaction except in accordance with the written authority of the Institute.
26. Grounds for removal from the panel:
- a. Giving false information and declaration in the application for empanelment.
 - b. Failing to attend the hearing of the case assigned without any justifiable reason and/without prior information.
 - c. Not acting as per IIT Indore instructions or going against specific instructions.
 - d. Passing on the information relating to IIT Indore's case to the opposite parties or their advocates or any third party which is likely to cause any damage to IIT Indore's interests.
 - e. Giving false or misleading information to IIT Indore relating to the proceedings of the case.
 - f. Making or allowing any of his associates or juniors to appear on behalf of any opposite party in any case or matters against the interest of the Institute.
 - g. Committing an act that is tantamount to contempt of court or professional misconduct.
 - h. Arrest or detention by the Law enforcement agencies or debarment by the Bar Council.
 - i. If the firm is not able to provide the services within the time frame.
27. The award of contract to the successful bidder does not restrict the Institute from hiring any other legal agency for any legal/ non-legal matters.
28. Preference will be given to the Bidders having experience with IITs/NITs/IISERS/CFTIs.

अनुभाग 4 /SECTION IV**विशेष नियम एवं शर्तें / SPECIAL TERMS AND CONDITIONS**

1. Online tenders are invited from eligible Law Firms/Lawyers/ Legal Counsels meeting the prescribed eligibility criteria for empanelment with IIT Indore for a period of three years. The empaneled firms/counsels will be required to handle legal matters pertaining to service issues, RTI, arbitration, corporate laws, civil and criminal laws, patents, copyrights and IPR, banking laws, media laws, international laws, cyber laws, land and eviction matters, labour-related issues, and other allied domains. The legal services may be required before various courts and forums, including the Supreme Court, High Courts, City Civil and Sessions Courts, Magistrate Courts, Industrial/Labour Courts, Commissions, and other judicial or quasi-judicial bodies, at Indore and across the country, as and when required.
2. Tender Type: Quality cum Cost Based Selection (QCBS) with Two-Bid system through Online Mode.
 - a. Technical Bid (Cover-1): Technical bid will be opened on the due date for technical evaluation. The technical evaluation matrix will be uploaded on CPP Portal for intimation to the service providers. Technically disqualified service providers can represent disqualification, within a week of uploading of technical evaluation matrix.
 - b. Financial Bid (Cover-2): Financial bids of technically qualified responsive bidders only will be opened.
3. Pre-Bid Meeting:
 - a. Bidders are requested to attend a Pre-bid meeting for clarification on the Tenders' technical specifications and commercial conditions, on the time, date, and place/ mode mentioned in the Schedule of Tender. Participation in such a Pre-bid meeting is not mandatory. If a bidder does not participate or submit any query, then no subsequent representations from them regarding the Technical & Commercial specifications/ conditions shall be entertained after the date of pre-bid meeting.
 - b. Bidders are advised to submit their doubts/ questions/ clarifications in FORM VIII, if any. It should bear tender no., title and marked "Queries for Pre-Bid Meeting". Form should be sent through email at servicecontracts@iiti.ac.in as per the Schedule of Tender mentioned in the Section-I.
 - c. Any modification of the tender document, arising as an outcome of the Pre-Bid meeting, shall be notified through amendment on the website of the Institute and CPP Portal. No queries will be entertained beyond the date of the prebid meeting.
 - d. Bidders are totally responsible for incorporating/ complying with the changes/ amendments issued, if any.
4. Bid Evaluation Procedure: To select the bidder, Quality cum Cost Based Selection (QCBS) method will be followed through a two-stage bidding process.
 - a. Bids should be submitted in two parts viz. Technical Bid & Financial Bid.
 - b. The Technical Evaluation Committee (TEC) shall examine the bids to ascertain that all documents mentioned in Section-V have been provided and examine the completeness of each document submitted. If any of these documents or information sought is missing, TEC may disqualify the bid.
 - c. Evaluation will be done strictly on Pre-Qualification, Scope of Work and Technical criteria as mentioned in Section-V (Parts I, II & III). If required, TEC may invite the bidders to give a presentation as part of the technical evaluation.
5. Selection Procedure:
 - a. For Firms:
 - i. It is mandatory for Legal Firms to participate in the tender to quote as per scope of work and BOQ for engagement, failing which their bids will not be considered for evaluation or rejected.
 - ii. The firms have to achieve a technical score of 70 or above for technical qualification as mentioned in Section-V (IV).
 - iii. Financial bid will be opened only for the bid which is technically qualified by TEC.
 - iv. The bidder with the highest QCBS score (H1) with 70% weightage to technical parameters and 30% weightage to commercial bid will be awarded the contract. Assignment of cases to the empaneled firms shall be at the sole discretion of IIT Indore IIT Indore reserves the right to increase or decrease the number of firms to be empaneled.

- b. For Lawyers:
 - i. The lawyers must achieve a technical score of 70 or above for technical qualification as mentioned in Section-V (IV).
 - ii. The bidders with highest QCBS score (H1) with 70% weightage to technical parameters and 30% weightage to commercial bid will be awarded the contract. Assignment of cases to the empaneled lawyers shall be at the sole discretion of IIT Indore. IIT Indore reserves the right to increase or decrease the number of lawyers to be empaneled.
6. IIT Indore reserves the right to negotiate the financial terms with the selected Lawyers/ Legal Counsels/lawyers at the time of case assignment.
7. Award Criteria:
 - a. Prior to the expiry of the period of bid validity, the Institute will notify the successful bidder in writing by e-mail that the bid has been accepted, and a Service Order shall follow through post.
 - b. For Legal Firms: The bidder with the highest QCBS score (70% weightage to technical parameters, as and 30% weightage to commercial price as Part IV of Section V) will be awarded the contract for a period of 02 years. The contract is extendable for an additional period of 01 year subject to satisfactory performance review by the committee.
 - c. For Lawyers: The bidders with highest technical scores, in order merit, will be empanelled. Assignment of cases to the empanelled lawyers will be at the sole discretion of IIT Indore. IIT Indore reserves the right to increase or decrease the number of lawyers to be empanelled.
 - d. The successful bidders with the highest cumulative QCBS scores for each category will enter into a written agreement with the Institute within 15 days of award of contract. If the successful bidder does not sign the agreement within 15 days or fails to furnish the performance Bank Guarantee within 15 days from the date of receipt of award of contract, the Institute reserves the right to cancel the contract and apply all remedies available under the terms & conditions of this contract.
 - e. The qualified bidder will abide by all the Terms & Conditions of the Tender Document.
 - f. The services of the successful legal firm/legal counsel will be reviewed by the committee during the contract period. IIT Indore reserves the right to cancel the contract or amend the contract period based on performance review, if necessary.
 - g. IIT Indore reserves the right to terminate the empanelment of a Law Firm/Lawyer with one month's notice in writing.
8. Period of empanelment: The period of empanelment of Legal Services at IIT Indore would be initially for a period of 02 years with a provision to extend upto a maximum of 01 year, based on satisfactory performance as decided by the Institute. The extension would be on mutual consent at the same rate, terms, and conditions.
9. Bid Price: The bidders shall indicate on the appropriate price schedule the net unit prices (wherever applicable). Unit prices must be quoted by the bidder, both in words and in figures. Price quoted must remain firm during its performance of the Contract and is not subject to variation on any account. All duties and taxes payable by the bidder under the Contract for which this Bidding Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation of bid shall be made accordingly.
10. Discount: Bidders are advised not to give any separate discount. Discount, if any, should be merged with the quoted prices. Discounts of any type, indicated separately, will not be taken into account for evaluation purposes. However, in the event of such an offer, without considering discount, is found to be lowest, IIT Indore shall avail such discount at the time of award of contract.
11. Concessions permissible under statutes: Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under existing Tax Acts, failing which it will have to bear extra cost where Bidder does not avail exemptions/ concessional

rates of levies. IIT Indore will not take responsibility for this. However, necessary assistance, wherever possible, may be provided in this regard.

12. **Empanelment:** The Institute intends to empanel 01 or more Law Firms/Lawyers/ Legal Counsels for the period of empanelment mentioned in this Section. For this, the Institute may ask the top 5 bidders as per the merit order of Final Score to match with the L1 price and whosoever matches L1 price shall be considered for empanelment. The Institute reserves the right to call the empanelled Law Firms/Lawyers/ Legal Counsels for service at any time. Institute is free to increase or decrease the number of serving or empaneled Law Firms/Lawyers/ Legal Counsels at any time.
13. **Performance Security:** The Law firm(s) and the Legal Counsel(s), who were selected, shall have to furnish a performance security of Rs. 1,00,000/- and Rs. 50,000/-, respectively, in the form of a e-Bank Guarantee from any Nationalized / Scheduled Bank, in favour of "The Registrar, IIT Indore" payable at Indore valid from the date of commencing of services till 60 days beyond the date the closure of services. No interest will be payable by the Institute on Performance Security. In case the successful bidder fails to provide satisfactory service within the service period, the Performance Security is liable to be forfeited.
14. If the successful bidder, having been called upon by the Institute to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Institute at its discretion to annul the award and enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), besides taking any other administrative punitive action like 'Removal from List of Registered Service providers' etc.
15. **Agreement:** The successful bidder will be issued within 15 days of intimation of award of service contracts. The tender will be deemed to be the part of service order and will be an agreement.
16. **Non-Exclusive:** It is agreed and clarified that this contract would be on a non-exclusive basis, and the parties are at liberty to enter into similar contracts with others. (Provided, however, the successful bidder shall ensure that its entering into contracts with other parties, shall not in any way conflict with or affect IIT's interests, rights, and remedies under this contract or in law).
17. **Submission of Bills:** The Service Provider shall submit detailed bills/invoices on a case to case /monthly/quarterly basis (as applicable) to the designated officer/department of the Institute, along with supporting documents such as court order or any other relevant proofs of service.
18. **Payment Terms:** The bills in duplicate are to be submitted along with a copy of the drafted document, minutes or gist of proceedings, or a copy of order/ judgment. In the case of the claim being for an opinion sought by the Institute, a copy of relevant mail communication should be enclosed. For claims related to advisory meetings with the Institute, an email communication and certification by the concerned Institute officer(s) indicating the date and time of availing of the service should be enclosed. 100% payment will be released through NEFT/RTGS within 30 days of submission & acceptance of the invoice with all supporting documents. Payment will be released against submission of the invoice and certification from the legal team towards completion of the required services. Payments would be made subject to TDS as applicable from time to time. In case of outstation travel, a maximum of 02 officials would be entitled to outstation TA/DA at the rates payable to Level 10 Officers of the Institute. The bills for TA/DA shall be settled on production of tickets and hotel bills.
19. **Performance Evaluation:**
 - a) Law Firms/Lawyers/ Legal Counsels' performance will be evaluated periodically on a variety of factors including Quality of legal advice and drafting, effectiveness in litigation/case handling, timeliness in filings, opinions, and court appearances, Professional conduct and ethical compliance etc.
 - b) In the event of repeated unsatisfactory service and non-compliance the service provider's contract will be terminated. A replacement will be selected from the empaneled list to ensure continuity of the services.
 - c) In the event any non-execution of the contract by an awardee for any reason then bidder from the empaneled list will be given offer for that contract with same terms and conditions.

अनुभाग 5 / SECTION V
पूर्व योग्यता मानदंड/Pre- Qualification Criteria
भाग 1 /PART I

List of mandatory documents to be uploaded along with Technical Bid

Sl. No.	Particulars	Reference
1.	Bidder Information	As per FORM I
2.	Declaration of Annual Turnover and Income Tax Return	As per FORM II
3.	Declaration regarding clean track/ no legal action	As per FORM III
4.	Previous Service Order Details	As per FORM IV
5.	Acceptance of Tender Terms	As per FORM V
6.	Letter of Consent	As per FORM VI
7.	Pre-Bid Query Form/ Format	As per FORM VII
8.	Performance Report	As per FORM VIII
9.	Performance Security Format	As per FORM IX
10.	Non-Disclosure Agreement (NDA)/ Third Party Non-Disclosure Agreement	As per FORM X
11.	Financial Bid Format	As per FORM XI
12.	An affidavit duly certified by a Notary that the Partners of the service provider or sole Proprietor or Company has never been blacklisted or changed the name of the service provider or is/are not involved in any Police Case/ Vigilance enquiry pending or ever been punished by any Hon'ble Court (in original).	
13.	Valid Enrolment Certificate of all Partners from the concerned Bar Council.	

Note:

1. Non-submission of all the documents mentioned above, except for the Integrity Agreement (to be submitted only if applicable), by the bidder will amount to non-eligibility for this tender and its bid shall be liable to be rejected summarily.
2. Formats have been made available for the convenience of bidders. No change should be made to these formats except filling-up details sought. In case any change is made in the format, it shall be treated as unauthorized and such tender will stand automatically disqualified.

भाग 2 /PART II
कार्य का सेवा दायरा / Scope of Work

The scope of work for bidder shall include but not limited to the following:

1. To draft and file Applications, Forms, Writ Petition, Complaints, SLPs, Appeals, Submissions, Counter Affidavits, Rejoinder, finalizing para wise comments, Show Cause Notice, Statutory Notice and appearing/representing on behalf of the Institute before Supreme Court, High Courts, NGT, NCLT, District Court, Labour Court and any other Courts/ Tribunals/ Forums/ Commissions where the Institute is one of the stakeholders/ parties and provide legal opinions/ consultations thereto.
2. Rendering legal services as and when referred, pertaining to Service Matters of Employees, Provident Fund, Industrial Disputes, Gratuity, Promotion, Sexual Harassment, Reservation, Estate (Land & eviction matters), Arbitration matters, RTI matters, Employees retirement benefits and Disciplinary proceedings, Civil, Criminal matters, Matters related to Student Admission, Attendance etc., besides other litigation matters. Providing Legal opinion sought in respect of any of the Institute's activities, issues, insolvency & liquidation, legal and taxation matters.
3. Legislative drafting of Policies/ Rules/ Guidelines/ Advisories.
4. Drafting and Vetting of Contracts, MoU's, Agreements, Complaints, Tender documents, RTI queries, grievances, legal notices etc.
5. Interpretation and analysis of International and Indian laws, rules, guidelines etc. and submission of reports/recommendations thereto.
6. Assistance in Mediation/ Sole Expert/ Conciliation proceedings.
7. In respect of domestic or international arbitrations, to prepare various pleadings/ submissions for the arbitration proceedings, filing of pleadings, briefing Senior Counsels and provide legal opinions/consultations thereto, whenever required.
8. Obtaining various licenses for the Institute.
9. Filing challans, forms and returns etc. on behalf of the Institute.
10. To act as an attorney for and on behalf of Institute as required
11. Attend meetings in person when called by the Institute.
12. To perform such other duties of legal nature that may be assigned by the Institute from time to time.
13. Keep the Head of Organization / Head of Legal Division informed of the important developments in cases every 15 days, particularly regarding settling of drafts, filing of papers, dates of hearing of cases, supply of copies of judgments etc.
14. The timelines would be agreed upon by the Institute and selected bidder at each stage of the process. As an indicator, however, each milestone is expected to be approximately 3 working days from the previous milestone. However, any procedural extension of timelines shall not entitle the successful bidder to any additional remuneration over and above the value under this tender.

IIT Indore retains the right of the final say in the interpretation of the scope of the work. Since a process can be described in different manners, the bidder should clearly understand that any possible variations to the processes during the requirements analysis phase from the way they are specified in this Tender should not be considered as deviations or extensions to the original process specifications.

भाग 3 /PART III**मूल्यांकन के मानदंड / Technical / Pre-Qualification/ Presentation Evaluation Criteria****MANDATORY ELIGIBILITY AND EXPERIENCE OF THE BIDDER**

Sl. No.	Details	Document to be submitted	Compliance Yes/No	Page No.
1.	For Firms: The firm should have at least 10 years of existence For Lawyers/Legal Counsels: Should be registered with the Bar Council for at least 5 years	For Firms: Certificate of Incorporation/ Memorandum and Article of Association/ Partnership Deed/ Business License For Lawyers: Registration Certificate from the Bar Council of India /State Bar Council.		
2.	The bidder must be a single legal entity. Consortiums, Joint Ventures, or associations of firms shall not be permitted.	Self-declaration on bidder's letterhead confirming single-entity status		
3.	The bidder should have advised or appeared in courts on behalf of Government Departments / PSUs / Banks / Autonomous Bodies / CFTIs during the last three financial years (FY 2022-23, 2023-24 and 2024-25).	Copies of engagement letters, work orders, panel appointment letters, or certificates from clients.		
4.	The bidder must have been empanelled with at least two (02) Government Departments / PSUs / Banks / Autonomous Bodies / CFTIs during FY 2022-23 .	Copy of valid empanelment /panel appointment letters.		
5.	The bidder must have successfully handled at least five (05) cases for Government / PSU / Autonomous Bodies during the last three financial years, out of which minimum two (02) cases must be before the High Court , with decisions in favour of the represented party.	Case details including case number, court name, year, and outcome.		
6.	The bidder shall have a annual turnover For Firms: The firm should have an Annual Turnover of 50 lakh for the last 3 years For Lawyers: Annual Income of 10 lakhs for last 3 years.	For Firms: Turnover Certificate issued by a Chartered Accountant (CA)/ Audited Balance Sheet & Income and Expenditure statement For Lawyers: Income Certificate issued by a Chartered Accountant (CA)/ Income Tax Return (ITR) acknowledgement document.		
7.	The bidder must be a registered entity in India with a functional office/branch in Indore District for at least two	Registration certificate issued by RoC / Bar Council showing Indore address. OR		

	(02) years as on the bid closing date.	Lease Deed along with recent utility bill (Electricity/Water/Telephone); OR Office address proof supported by self-declaration.		
8.	The bidder must possess a valid PAN and GST/Service Tax registration .	Copy of PAN Card and GST/Service Tax Registration Certificate.		
9.	The bidder must submit an undertaking that it has not been banned/blacklisted/delisted by any Government /PSU/ Autonomous Body in the last five (05) years , and that no bankruptcy or liquidation proceedings are pending against it.	Self-certified undertaking on bidder's letterhead, duly signed by the authorized signatory.		
10.	Domain Expertise	<p>Case Submission from firms: Submit details of at least 5 landmark cases per domain, for not less than two domains of law, as enumerated below:</p> <p>Case Submission from Lawyer/ Legal Counsel: Submit details of at least 2 landmark cases per domain, for not less than two domains of law, as enumerated below:</p> <p>Domains:</p> <ul style="list-style-type: none"> • Civil Cases • Service matters • Arbitration cases • Corporate Law • Employment / Labour Laws • International Law • Criminal Law • Intellectual Property Law • Environmental Law • Media Law • Cyber Laws <p>Details of each case must be provided as per the template given at point 11</p>		
11.	Personnel Profile	<p>The Law firm applying for empanelment should have a panel of at least 5 senior legal professionals and 3 junior legal professionals fulfilling the following eligibility criteria:</p> <p>The Legal Professional should have a solid foundation with an LLB degree and at least 5 years of experience in the legal field.</p> <p>Personnel details to be submitted as per the template given at point 12 on firm's letterhead signed by the competent authority.</p>		

12	Association with Senior Counsel	The law firm or legal professional should have a valid association with designated senior advocate at local level as advisor. letter from the senior advocates		
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12. Domain Expertise

Sl. No	Domain	Details of the case	Case start year	Final Judgement Year	Court Order (Page No)

13. Personnel Details

Sl. No	Name of Legal Counsel	Date of Registration with Bar Council of India	Designation	Experience in years	Domain Expertise

Bidders not meeting the above-mentioned eligibility and experience criteria/conditions need not apply and if applied, will be disqualified.

Scoring Methodology for Law firms

Sl. No.	Particulars	Documents Required	Score
1.	Registered Office at Indore Municipal Limit for the last 02 years	Copy of latest Telephone Bill/ Electricity Bill	Indore Municipal Limit – 10 Others - 05
2.	Experience in dealing cases in any Court in India	Relevant documents in support of claim with self-certification including Form IV to be submitted.	10 yrs – 06 >10 to 12 yrs – 08 >12 yrs – 10
3.	Be on the panel of at least 2 Government Departments/ PSUs/ Banks/ Academic Institutes/ CFTIs during the last one financial year i.e. 2024-25	Letter from the concerned Government Departments/ PSUs/ Banks/ Autonomous Body/ CFTIs	2 panels – 06 >2 to 5 panels – 08 > 5 panels – 10
4.	Successfully handled at least five cases for Government/ PSU/ Autonomous Bodies etc. out of which two cases should be in High Court during the last three financial years i.e. 2022-2023, 2023-2024 and 2024-2025	Relevant documents in support of claim with self-certification including Copies of Court Case judgement should be submitted	2 cases in HC – 06 3 cases in HC – 08 4 or more cases in HC – 10
5.	Minimum annual turnover of the bidder in the last three Financial Years ending March 31, 2023 (2022-23, 2023-24, 2024-25) should be at least ₹50 Lakhs per financial year for legal services.	(a) Certificate issued by a practicing Chartered / Cost Accountant Firm, with membership number, certifying the Annual Turnover and nature of business. (b) Audited Balance Sheet and Profit & Loss account.	The average annual turnover would be taken for calculation. 03 Cr – 06 >03 to 05 Cr – 08 >05 Cr – 10
6.	Performance Certificate from any 2 Government Departments/ PSUs/ Banks/ Autonomous Body till the preceding month of issue of Tender from current employers.	Relevant documents in support of claim with self-certification including Form IX to be submitted.	Excellent - 10 Very Good - 08 Good - 06 Fair - 00 (marks are for each certificate subject to a max of 2 certificates)
7.	Submission of all documents along with supporting evidence as per Section-V, Part – I (No marks would be awarded if any one of the documents with supporting evidence is missing or incomplete)	Documents to be submitted as per Section-V, Part – I	10
8.	Domain Expertise: Bidders have to submit details of at least 5 Landmark cases per domain, for not less than two domains of law as specified above, to qualify and details to be provided as per the template given at point 11. The bidder will get 1 mark for each case submission. However, the maximum marks will be restricted to 10	Document as per point 11 to 12	10
Total Technical Marks (X)			80

Scoring Methodology for for Lawyers/ Legal Counsels

Sl. No.	Particulars	Documents Required	Score
1.	Registered Office at Indore Municipal Limit for the last 02 years	Copy of latest Telephone Bill/ Electricity Bill	Indore Municipal Limit – 10 Others - 05
2.	Experience in dealing cases in any Court in India	Relevant documents in support of claim with self-certification including Form IV to be submitted.	10 yrs – 06 >10 to 12 yrs – 08 >12 yrs – 10
3.	Be on the panel of at least 2 Government Departments/ PSUs/ Banks/ Academic Institutes/ CFTIs during the last one financial year i.e. 2024-25	Letter from the concerned Government Departments/ PSUs/ Banks/ Autonomous Body/ CFTIs	2 panels – 06 >2 to 5 panels – 08 > 5 panels – 10
4.	Successfully handled at least five cases for Government/ PSU/ Autonomous Bodies etc. out of which two cases should be in High Court during the last three financial years i.e. 2022-2023, 2023-2024 and 2024-2025	Relevant documents in support of claim with self-certification including Copies of Court Case judgement should be submitted	2 cases in HC – 06 3 cases in HC – 08 4 or more cases in HC – 10
5.	Minimum annual turnover of the bidder in the last three Financial Years ending March 31, 2023 (2022-2023, 2023-2024, 2024-2025) should be at least ₹10 Lakhs per financial year for legal services.	(a) Certificate issued by a practicing Chartered / Cost Accountant Firm, with membership number, certifying the Annual Turnover and nature of business. (b) Audited Balance Sheet and Profit & Loss account.	The average annual turnover would be taken for calculation. 03 Cr – 06 >03 to 05 Cr – 08 >05 Cr – 10
6.	Performance Certificate from any 2 Government Departments/ PSUs/ Banks/ Autonomous Body till the preceding month of issue of Tender from current employers.	Relevant documents in support of claim with self certification including Form IX to be submitted.	Excellent - 10 Very Good - 08 Good - 06 Fair - 00 (marks are for each certificate subject to a max of 2 certificates)
7.	Submission of all documents along with supporting evidence as per Section-V, Part – I (No marks would be awarded if any one of the documents with supporting evidence is missing or incomplete)	Documents to be submitted as per Section-V, Part – I	10
8.	Domain Expertise: Bidders have to submit details of at least 5 Landmark cases per domain, for not less than two domains of law as specified above, to qualify and details to be provided as per the template given at point 11. The bidder will get 1 mark for each case submission. However, the maximum	Document as per point 11 to 12	10
Total Technical Marks (X)			80

The minimum score for qualifying in the technical evaluation is 50 out of 80, considered as X. Tender of

- a. The minimum score for qualifying in the technical evaluation is 50 out of 80, considered as X. Tender of Bidders who are unable to achieve the minimum score in the technical evaluation, as mentioned above, will be rejected.

- b. Bidders who achieve the minimum score or above in the technical evaluation will only be called for presentation. **Bidders who do not respond to or come for the presentation will be disqualified.** The presentation will be awarded marks on a scale of **20**, considered as **Y**.
- c. Presentation: Bidders shall be invited to make a presentation covering the firm's profile, legal experience, case-handling methodology, case management and reporting system, team composition, experience with Government/PSU/autonomous and educational institutions, ADR experience, understanding of IIT Indore's legal requirements, unique strengths, and a proposed action plan including resource deployment and timelines. Bidders shall also respond to queries of the assessment committee.
- d. Evaluation: Marks shall be awarded based on expertise, preparedness, clarity, relevance, and depth of understanding demonstrated during the presentation. Criteria for evaluation are mentioned below:

Sl. No.	Criteria	Marks
1	Firm Profile & Overall Legal Experience	3
2	Experience of handling cases for Central/State Govt., PSUs, Autonomous Bodies & Educational Institutions	4
3	Methodology for Case Handling, Case Management & Reporting Mechanism	4
4	Team Composition & Expertise (including ADR experience)	4
5	Understanding of IIT Indore's Legal Requirements & Proposed Action Plan (resource deployment & timelines)	4
6	Clarity, Preparedness & Response to Committee Queries	1
Total		20

- e. The Technical Bid Score will be a total of marks obtained in technical evaluation and presentation, as mentioned below:

$$\text{Technical Bid Score (TBS)} = X+Y$$

- f. Subsequently, the financial bids of only those bidders who secure a **minimum score of 60 marks—comprising at least 50 marks in the technical evaluation and at least 10 marks in the presentation—** shall be opened.

g. **Evaluation of Financial Bid:**

- (i) Comparison of Rates- All bidders quoted rates will be evaluated item-wise (serial/description-wise) as mentioned in the Financial Bid Format. For each item, the quoted rates of all bidders will be arranged from lowest to highest.
- (ii) Scoring Based on Ranking (M1 to M5). The lowest quoted rate (M1) for an item will receive the maximum score (100%).
- (iii) Higher rates will receive proportionately lower scores as follows:

Financial Score	Marks
M1	100
M2	90
M3	80
M4	70
M5 & Subsequent	60

- (iv) The score for each item will be calculated up to two decimal places.
- (v) Calculation of Financial Score: The scores obtained by a bidder for all items (serials/descriptions) will be added together. This total will be considered as the bidder's Financial Score.
- (vi) Ranking of Bidders (M1, M2, M3...)
- (vii) The bidder with the highest total Financial Score will be ranked as M1.
- (viii) The next highest scorer will be M2, followed by M3, and so on in descending order.
- (ix) Financial Bid Score (FBS): Based on the ranking (M1, M2, M3...), bidders will be assigned a Financial Bid Score (FBS) as per the prescribed table.

- h. **Overall Evaluation of Bids:** The overall evaluation of bids shall be done using the QCBS model. The final score (FS) shall be calculated based on the formula:

$$\text{Final Score (FS)} = 70\% \text{ of (TBS)} + 30\% \text{ of (FBS)}$$

- i. **Award Criteria:** The Bidder achieving the highest Final Score (FS) will be declared qualified and the work shall be offered to this bidder.
- j. **Tie-Breaking Clause:** In case two or more bidders score equal marks in the Final Score then the following criteria will be adopted in order of merit:
- (a) Annual value of turnover: Bidder having larger turnover will be given preference.
 - (b) Value of similar works executed: Bidder having a greater number of cases handled in High Court will be given preference.
 - (c) In case of equal on (a) & (b) above, bidder having more number of empanelment with Government, PSUs, Autonomous Body will be considered.
- k. **Notification of Award:** Prior to the expiry of the period of validity, the Institute will notify the successful Bidder in writing by e-mail, that its bid has been declared qualified.

अनुभाग 6 /SECTION VI
वित्तीय बोली / Financial Bid

Schedule of price bid in the form of BOQ format (Form XI):

1. Bidders are to use the Financial Bid Format, provided as BoQ in **Form XI** along with this tender document at <https://eprocure.gov.in/eprocure/app> and quote their offer/ rates in the permitted column and upload the same as part of the Financial bid.
2. Bidders shall not tamper/ modify the Financial Bid Format. In case, it is found to be tampered/modified in any manner, the tender will be completely liable to be rejected and EMD shall be forfeited.
3. If the GST amount is not quoted in the BOQ (Form XIII), the total cost will be treated as **inclusive** of GST. No further communication will be entertained later in this regard.
4. The tender shall remain valid for acceptance for **180 days**, from the date of tender opening.
5. No unilateral revision in price will be admissible.

BOQ

S. No.	Description	Charges per instance (Rs/-) inclusive of all taxes
1.	To draft and file Applications, Forms, Writ Petition, SLPs, Appeals, Submissions, Counter Affidavits, Rejoinder, finalizing para wise comments, Show Cause Notice, Statutory Notice- Supreme Court, High Court and Others	
2.	To appear/represent on behalf of the Institute before Supreme Court, High Courts, NGT, NCLT, District Court, Labour Court and any other Courts/ Tribunals/ Forums/ Commissions where the Institute is one of the stakeholders/ parties and provide legal opinions/ consultations thereto. - Supreme Court, High Court and Others	
3.	Providing Legal opinion sought in respect of any of the Institute's activities, issues, insolvency & liquidation, legal and taxation matters.	
4.	Drafting and filing of Police Complaint with follow-ups	
5.	Legislative drafting of Policies/ Rules/ Guidelines/ Advisories.	
6.	Drafting and Vetting of Contracts, MoUs, Agreements, Complaints, Tender documents	
7.	Drafting and/or vetting and/or Issue of RTI queries, grievances, legal notices	
8.	Interpretation and analysis of International and Indian laws, rules, guidelines etc. and submission of reports/recommendations.	
9.	Assistance in Mediation/ Sole Expert/ Conciliation proceedings.	
10.	In respect of domestic or international arbitrations, to prepare various pleadings/ submissions for the arbitration proceeding, filing of pleadings, briefing Senior Counsels and provide legal opinions/consultations thereto, whenever required.	
11.	Obtaining various licenses for the Institute.	
12.	Filing challans, forms and returns etc. on behalf of the Institute.	
13.	Attend meetings in person when called by the Institute. The cost should be inclusive of transport and any other expenses.	
14.	Preparing presentation on legal issues of the Institute and accompanying to present the same	
15.	To perform any other duties of legal nature that may be assigned by the Institute from time to time.	

प्रपत्र I / FORM I
बोलीदाता सूचना प्रपत्र
Bidder Information Form

(To be submitted on Service Provider/ Company Letterhead)

1.	Name of the Organization	
2.	Registration Number	
3.	Manufacturer/ Distributor for the quoted product, if applicable	
4.	Registered Address with Pincode	
5.	Name of Director/ Partner(s)	
6.	Year of Establishment/ Date of registration with Bar Council of India in case of legal counsels	
7.	Legal Status of the Organization (tick on appropriate option)	1. Limited Company 2. Undertaking 3. Joint Venture 4. Partnership 5. Others (In case of others, please specify)
8.	Contact Name, Email Id & Mobile No.	
9.	Bank Details	Name of Beneficiary : A/c. No. CC/CD/SB/OD: Name of Bank : IFSC NO. (Bank) : Branch Address and Branch Code:
10.	PAN No. of the Organization	
11.	GST No. of the Organization	

Date:

Authorized Signatory

Place:

Name:

Designation:

Contact No.:

Company Seal

प्रपत्र II / FORM II
वार्षिक कारोबार की घोषणा और इनकम टैक्स रिटर्न
Declaration of Annual Turnover and Income Tax Return
(To be submitted on Service Provider/ Company Letterhead)

To,

The Registrar
 Indian Institute of Technology Indore
 Khandwa Road, Simrol,
 Madhya Pradesh - 453552

Sub: RFP No.: IITI(SC)/LC/035/A/2025-2026 for Request for Proposal for Empanelment of Law firms / Legal Counsels at IIT Indore

Dear Sir,

I/ We hereby declare that our firm's annual turnover is as mentioned below, and the documentary evidence of the Audited Accounts is placed as enclosure:

F.Y 2022-23	F.Y 2023-24	F.Y 2024-25

I/we hereby also declare that our firm had filed Income Tax Returns for the last three financial years and the filed copies of IT Return are enclosed.

My PAN No., GST Regn. No. are as follows:

PAN –
 GST –

Date:

Authorized Signatory

Place:

Name:
 Designation:
 Contact No.:

Company Seal

Attach a separate neatly typed sheet on the letter head of Registered Chartered Accountant OR enclose copies of audited Balance Sheet and Profit & Loss Statement for the previous 3 financial year as specified in bid document and further details, if required, may be asked after opening of technical bids. There is no need to upload an entire voluminous balance sheet.

प्रपत्र III / FORM III**स्वच्छ छवि/कोई कानूनी कार्रवाई नहीं होने के संबंध में घोषणा पत्र****Declaration regarding Clean Track/ No Legal Action**

(To be submitted on Service Provider/ Company Letterhead)

I hereby certify that my firm has neither been blacklisted/ debarred by any Institution of the Central or State Government, Govt. Departments/PSUs/Autonomous Bodies or concerned Bar Council in the last **five** years from the date of publishing of this tender and no bankruptcy/liquidation proceedings have been initiated against my firm by any entity/government or quasi-government agency of PSU.

I also certify that the above information is true and correct in every respect and in case, later it is found that any details provided above are incorrect, any contract given to us may be summarily terminated and the service provider blacklisted.

Date:

Authorized Signatory

Place:

Name:

Designation:

Company Seal

Contact No.:

प्रपत्र IV / FORM IV
पिछली सेवा आदेश सूची प्रारूप
Previous Service Order Details

(To be submitted on Service Provider/ Company Letterhead)

Order placed by {Full address of Purchaser}	Order No. and Date	Description of the services offered	Value of order	Contact Person along with Telephone no., Fax no. and e-mail address.

Note: Technical Evaluation Committee may seek additional information/ feedback from the existing/ old users at IIT Indore or from other Institutes. These information/feedback will be considered for technical evaluation.

Date:

Place:

Company Seal

Authorized Signatory

Name:

Designation:

Contact No.:

प्रपत्र V / FORM V
पिछली सेवा आदेश सूची प्रारूप
Details of Designated Senior Advocate at Local Level
(To be submitted on Service Provider/ Company Letterhead)

<u>Name of the Designated Senior Advocate</u>	<u>Name of the Courts of practice of Senior Advocate</u>	<u>Associated from date</u>	<u>Description of the services offered</u>

Note: letters from the Senior advocates to be attached.

Date:

Place:

Company Seal

Authorized Signatory

Name:

Designation:

Contact No.:

प्रपत्र VI / FORM VI**निविदा शर्तों की स्वीकृति हेतु/ Acceptance of Tender Terms***(To be submitted on Service Provider/ Company Letterhead)*

Date: DD/MM/YYYY

To,

The Registrar
 Indian Institute of Technology Indore
 Khandwa Road, Simrol
 Madhya Pradesh - 453552

Sub: Acceptance of RFP No.: IITI(SC)/LC/035/A/2025-2026 for Request for Proposal for
 Empanelment of Law firms / Legal Counsels at IIT Indore

Dear Sir,

1. I/ We have downloaded/ obtained this RFP(s) for the above mentioned 'Service' from the website(s) namely:
 _____.
2. I/ We hereby certify that I/ we have read the entire terms and conditions of this tender from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement.
3. I/ We hereby unconditionally accept the tender conditions of above-mentioned tender and its corrigendum(s) (if any) in its totality / entirety. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of bid.
4. I / We do hereby declare that our firm has not been blacklisted/ debarred by any Govt. Department/Public Sector Undertaking/ Organization.
5. I / We do hereby declare that the prices quoted in our bid are inclusive of GST and taxes, if not mentioned specifically.
6. I/ We agree to keep this offer open until **180 days** from the date of opening of the tender and shall be bound to provide the said services till the specified period.
7. I/ We agree that, in case, if we fail to provide the services as per the terms and conditions of this tender and agreement, then the Institute has full power to deduct liquidated damages or forfeit the Bid Security/ EMD or take any necessary action as deemed fit.
8. I/ We declare that no legal/ financial irregularities are pending against the proprietor/ partner of this firm.
9. I/ We do hereby confirm that the prices/ rates quoted are fixed and are not higher than that approved by any other Govt. of State/ Central/ Institute/ Department/ PSUs during the current Financial Year. I/ We also offer to provide the services at prices and rates not exceeding those mentioned in the price bid.
10. I/ We do hereby confirm that I/ We are aware of the provisions of "Make in India"/ Startup initiatives and directives regarding Price Preference Policy to Make in India Registered Bidders. I/We undertake to follow the same as per directions of the Institute in respect of this E-Bid Enquiry.
11. I/ We undertake that we shall be liable to provide all the relevant records copies during the concurrency period of Contract or otherwise even after the Contract is over, whenever required by the Institute.

(Signature of the Bidder, with Official Seal)

प्रपत्र VII / FORM VII
सहमति - पत्र / Letter of Consent

(To be submitted on Service Provider/ Company Letterhead)

RFP No.: IITI(SC)/LC/035/A/2025-2026

Date:

To,

The Registrar
 Indian Institute of Technology Indore
 Khandwa Road, Simrol
 Madhya Pradesh - 453552

Name of Work: Request for Proposal for Empanelment of Law firms / Legal Counsels at IIT Indore

Dear Sir,

1. I/We hereby confirm that I/We fully understand the nature, scope, and quantum of work to be carried out. I/We have carefully read and understood all the terms and conditions of the tender, including the General Conditions, and agree to abide by the same. I/We further agree to keep this tender valid and open for acceptance for a period of 180 (one hundred eighty) days from the date of opening of the tender.
2. All the provisions, terms, and conditions stipulated in this tender are acceptable to me/us without any reservation.
3. I/We confirm that quotations have been submitted for all the three modes of engagement for legal services, as prescribed in the tender document.
4. I/We declare that I/We have not represented, nor are presently representing, IIT Indore in any ongoing case or proceeding before any court of law or judicial or quasi-judicial authority.
5. I/We undertake to abide by the rules and regulations of the Institute and the General Conditions of the Contract, as amended from time to time, and to carry out the work strictly in accordance with the terms and conditions laid down by the Institute.
6. A sum of Rs. (Rupees only) is hereby submitted as Earnest Money Deposit (EMD) through online mode. I/We understand and agree that the full amount of the EMD shall stand forfeited, without prejudice to any other rights or remedies available to the Institute, if I/We fail to execute the contract agreement within 07 (seven) days of receipt of intimation from the Institute, or fail to commence the work within 15 (fifteen) days thereof.
7. Until a formal agreement is prepared and executed, the acceptance of this tender by the Institute shall constitute a binding contract between the Institute and me/us, subject to such modifications as may be mutually agreed upon and as indicated in the Letter of Acceptance.

Date:

Authorized Signatory

Place:

Name:

Company Seal

Designation:

Contact No.:

प्रपत्र VIII / FORM VIII
बोली-पूर्व प्रश्न प्रपत्र/प्रारूप
Pre-Bid Query Form/ Format

(To be submitted on Service Provider/ Company Letterhead)

RFP No.: IITI(SC)/LC/035/A/2025-2026

Date:

Name of the Bidder: _____

Address: _____

Email ID: _____

Contact No.: _____

Sl. No.	Reference of Clause of the Tender Document	Query/ Clarification/ Deviation sought	Clarification/ Response from IIT Indore
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Date:

Authorized Signatory

Place:

Name:

Designation:

Contact No.:

Company Seal

प्रपत्र IX / FORM IX
कार्य-निष्पादन रिपोर्ट/ Performance Report for
Empanelment of Law firms / Legal Counsels at IIT Indore

(To be issued by the organization where facility is being provided)

1. Name of the Owner / Managing Partner / Advocate-on-Record (as applicable):
2. Name and Address of the Legal Firm / Service Provider:
3. Name and Address of the Organization where legal services were rendered:
4. Name, Designation, and Contact Number of the Authorized Officer of the Organization for verification:
5. Date of Award of Contract / Engagement:
6. Date of Completion of Contract / Expiry of Engagement:
7. Contract Value / Professional Fee (as applicable):
8. Performance Assessment (Please tick (✓) the appropriate option):

(a)	Quality of Legal Services	Excellent/Very Good/Good/Fair
(b)	Legal Knowledge and Subject Matter Expertise	Excellent/Very Good/Good/Fair
(c)	Professional Competence and Resourcefulness	Excellent/Very Good/Good/Fair
(d)	Professional Conduct, Behaviour, and Attitude	Excellent/Very Good/Good/Fair
(e)	Responsiveness, Timeliness, and Redressal of Issues	Excellent/Very Good/Good/Fair
(f)	Drafting Skills (Pleadings, Opinions, Contracts, Replies, etc.)	Excellent/Very Good/Good/Fair

9. **Overall Performance Rating** Excellent Very Good Good Fair
(Overall rating will be considered for scoring)

10. Remarks / Comments (if any): _____

Certification

This is to certify that the above performance assessment is based on our experience of availing legal services from the above-mentioned Legal Firm / Advocate during the period stated.

Seal of the Organisation

Signature of the Organisation's Official Designation:

Date:

प्रपत्र X / FORM X**परफॉरमेंस सिक्योरिटी प्रारूप/ Performance Security Format***(To be submitted on Service Provider/ Company Letterhead)*

To,

.....

WHEREAS (name and address of the service provider) (hereinafter called "the service provider") has undertaken, in pursuance of contract no. Datedto supply (description of goods and services) (hereinafter called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the service provider shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the service provider such a bank guarantee:

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the service provider, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the service provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We further undertake to pay the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the service provider(s)/vendor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment made by us under this bond shall be a valid discharge of our liability for payment thereunder and the service provider(s)/vendor(s) shall have no claim against us for making such payment.

We hereby waive the necessity of your demanding the said debt from the service provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the service provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

(Signature of the authorized officer of the Bank)
Name and designation of the officer

Seal:

Name & address of the Bank

Address of the Branch:

Phone No.:

E-mail ID:.

फॉर्म XI / FORM XI**Non-Disclosure Agreement (NDA)/ Third Party Non-Disclosure Agreement***(To be submitted on Service Provider/ Company Letterhead)*

I, _____, on behalf of the _____ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with IIT Indore on contract is confidential and that the nature of the business of the IIT Indore is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the IIT Indore. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting of but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data.

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return all documents and property of IIT Indore to IIT Indore, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to IITI's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes, or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the IITI and are reasonable given the nature of the business carried on by the IITI. I agree that this agreement shall be governed by and construed in accordance with the laws of the country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at _____, this ____ day of, 20____.

Date:

Authorized Signatory

Place:

Name:

Designation:

Contact No.:

Company Seal

पत्र XII / FORM XII**Financial Bid Format***(To be submitted on Service Provider/ Company Letterhead)*

Ser	Description	Rate in INR	Max Financial Bid Score
1.	To draft and file Applications, Forms, Writ Petition, SLPs, Appeals, Submissions, Counter Affidavits, Rejoinder, finalizing para wise comments, Show Cause Notice, Statutory Notice	Supreme Court High Court Others	15
2.	To appear/represent on behalf of the Institute before Supreme Court, High Courts, NGT, NCLT, District Court, Labour Court and any other Courts/ Tribunals/ Forums/ Commissions where the Institute is one of the stakeholders/ parties and provide legal opinions/ consultations thereto.	Supreme Court High Court Others	20
3.	Providing Legal opinion sought in respect of any of the Institute's activities, issues, insolvency & liquidation, legal and taxation matters.		10
4.	Drafting and filing of Police Complaint with follow-ups		5
5.	Legislative drafting of Policies/ Rules/ Guidelines/ Advisories.		5
6.	Drafting and Vetting of Contracts, MoUs, Agreements, Complaints, Tender documents		5
7.	Drafting and/or Vetting and/or Issue of RTI queries, grievances, legal notices		5
8.	Interpretation and analysis of International and Indian laws, rules, guidelines etc. and submission of reports/recommendations.		5
9.	Assistance in Mediation/ Sole Expert/ Conciliation proceedings.		5
10.	In respect of domestic or international arbitrations, to prepare various pleadings/ submissions for the arbitration proceeding, filing of pleadings, briefing Senior Counsels and provide legal opinions/consultations thereto, whenever required.		5
11.	Obtaining various licenses for the Institute.		3
12.	Filing challans, forms and returns etc. on behalf of the Institute.		2
13.	Attend meetings in person when called by the Institute. The cost should be inclusive of transport and any other expenses.		5
14.	Preparing presentation on legal issues of the Institute and accompanying to present the same		2
15.	To perform any other duties of legal nature that may be assigned by the Institute from time to time.		8