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Indian Institute of Technology Indore
flejksy] [kaMok jksM+ bankSj & 453552
Simrol, Khandwa Road, Indore- 453552**

REQUEST FOR PROPOSAL

EMPANELMENT OF LEGAL SERVICES FOR IPR WORK

FOR

IIT INDORE

**Documents to be submitted online for
(Technical & Financial Bid as per Schedule of requirement)**



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flejksy] [kaMok jksM+ bankSj & 453552**

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

**Tel.: 0731-2438700 Ext: 949/958
Email: mms@iiti.ac.in**

**Request for Proposal (RFP)
for
LEGAL SERVICE FOR IPR WORK**

Indian Institute of Technology Indore (IITI) is a statutory body and one of premier institutions of science & technical education under Ministry of Human Resource Development, Government of India. IITI is established through the Institute of Technology Act, 1961 and (Amendment) Act 2012 passed by the Parliament with an intent to impart education and undertake research, consultancy and other related services from Indore as part of Government of India's initiative and policy proposal to extend and expand the reach and horizon of science and technology education in the state of Madhya Pradesh.

Request for Proposal (RFP) for empanelment of legal services for IPR Work for Indian Institute of Technology Indore (IITI) as per enclosed document, is invited from firms having relevant experience in providing cycle facility and management at various Govt. / Public/ Commercial offices or places etc. and who are permitted to do business with Government, Government funded educational and research institutes, PSUs, autonomous bodies in India.

For any other clarification/detail, you may feel free to talk to the MM Section on 0732-4306958 or attend the prebid meeting. Offers strictly in accordance with the RFP with relevant documents appended thereto will be considered and evaluated for further discussion. Offers not meeting the requirements may not be considered for further discussion.

IITI reserves the right to:

- a) Reject any or all the tenders without assigning any reason whatsoever;
- b) Not bind himself to accept the lowest or any tender; and
- c) Accept the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted. Canvassing in connection with tender/quotation is strictly prohibited. Tender details can be viewed in the website www.iiti.ac.in.
- d) The institute may adopt most suitable method of tendering /shortlisting/ selection of sources of supply based on the prebid meeting.

Administrative Officer (MM)

REQUEST FOR PROPOSAL
FOR
EMPANLEMENT OF LEGAL SERVICE FOR IPR WORK

RFP are invited by IIT Indore (in Two Bid System) for the working “(EMPANLEMENT OF LEGAL SERVICE FOR IPR WORK)”with the following details.

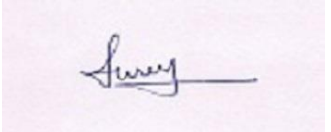
Sl. No.	Description	NIT No. for submission of EMD	EMD (in INR) - Online
1.	LEGAL SERVICES FOR IPR WORK	60	EMD of Rs. 15,000.00 (Rupees Fifteen Thousand Only) Online EMD Submission: Bidder can submit their EMD against purchase tenders on line by visiting to the below link: URL https://www.onlinesbi.com/sbicollect/collecthome.htm
SUBMISSION OF BIDS ONLINE IN TWO BID https://eprocure.gov.in/eprocure/app			

***RFP No.60 should be mentioned for the purpose of EMD Submission and the RFP NO. should be refereed for bid submission/communication etc.**

Note:

1. Tender Documents with detail terms & conditions can be downloaded from our website: http://www.iiti.ac.in/tender_mms.php & <https://eprocure.gov.in/eprocure/app>
2. The pre-bid report is enclosed as a part of the tender document.
3. All the details/document pertaining to the RFP such as tender document, pre-bid report, corrigendum and any further updates will be available only on our website(<http://iiti.ac.in/tender>) and also at Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>).
4. Bids/Quotations may be submitted directly by the Authorized distributors/ Dealers/ Resell Agents/Channel Partners with proof of authorization.

IIT Indore shall not be responsible for non-receipt bid due to internet issues or any other reasons. ***For any issues related to tender please contact Material Management Section,***
Tel: +91-0731-2438700 Ext. 203/958/949 Email: mms@iiti.ac.in



Administrative Officer (MM)

ONLINE BIDDING DOCUMENTS FOR PURCHASE OF GOODS**CONTENTS**

Chapter 1	Schedule of Tendering
Chapter 2	Instructions for Online Bid Submission
Chapter 3	Instruction to Bidder
Chapter 4	Instructions for Online Bid Submission
Chapter 5	General Terms & Conditions
Chapter 6	Technical Bid (List of document to be Uploaded along with Annexure- I)
Chapter 7	Technical Bid Compliance Matrix (Annexure – I)
Chapter 8	Acceptance Certificate
Chapter 9	Letter of Consent
Chapter 10	Price Bid
Chapter 11	Pre- Bid Query Form

CHAPTER- 1
Schedule of Tendering:

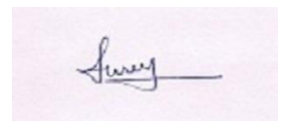
Sl. No.	Event	Date and Time/ Remarks
01	Down loading of Tender document online from CPPP	From JULY 24, 2020 https://eprocure.gov.in/eprocure/app & http://www.iiti.ac.in/tender_mms.php
02	Submission of Queries for Pre-bid meeting	Upto JULY 28, 2020 (IST) Format for Submission of Queries enclosed as Part VI
03	Prebid Meeting	JULY 30, 2020 – 11.30 AM (IST)
04	Bid Submission Start Date	JULY 31, 2020
05	Last date & Time of Submission of Bids Online (Technical and Price Bid)	AUGUST 08, 2020 upto 03.00 PM(IST) Please refer tender Terms at IITI
06	Opening of Technical Bids Online	AUGUST 10, 2020 at 03.30 PM, (IST) Please refer tender Terms at IITI
07	All communications with respect to tender/ queries related to scope of work shall be addressed to:	ADMINISTRATIVE OFFICER (R&D) IIT Indore, Sodium (Hub Building) Khandwa Road, Simrol, Indore- 453552 Tel.: 0731-2438700 ext. 961 Mob: 8128997227
07	All the communications with respect to the Bid Correspondence /queries / submission of EMDs etc. shall be addressed to:	ADMINISTRATIVE OFFICER (MMS) IIT Indore, First Floor, Sodium Building, Khandwa Road, Simrol, Indore- 453552 Tel.: 07324-306949 Email: mms@iiti.ac.in
08	Submission of Bid Online	https://eprocure.gov.in/eprocure/app
09	For assistance, If any	CPP Portal website: www.eprocure.gov.in CPP Portal Help Desk Toll Free No.: 18002337315, 180030702232

Note: In light of Unprecedented COVID-19 situation pre-bid meeting will take place through Video Conference.

CHAPTER- 2
INSTRUCTIONS FOR ONLINE BID SUBMISSION

The tender shall be submitted in accordance with these instructions and any tender not confirming to the instructions as under is liable to be rejected. These instructions shall form the part of the tender and the contract.

1. For Online Bid Submission as per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL:<http://eprocure.gov.in/eprocure/app>). The bidders are required to submit copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates.
2. More information useful for submitting the online bids on the CPP Portal is available/obtained at [URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)
3. For Registration: Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<http://eprocure.gov.in/eprocure/app>) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
4. While submitting the proposal, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the proposal is liable to be rejected. If any tenderer stipulates any condition of his own, such conditional proposal is liable to be rejected.
5. This RFP document is not transferable.
6. IITI reserves the right to reject any tender/bid wholly or partly without assigning any reason.
7. The Technical Committee constituted by IITI shall have the right to verify the particulars furnished by the bidder independently.
8. Tenderer shall take into account all costs including expanses on Salary, EPF, ESIC, Group Insurance, and transfer of hired manpower to site/IIT Indore. In this regard no claim for any extra payment for any reason shall be entertained.
9. All the tender documents & price bid to be uploaded as per this tender are to be digitally signed by the bidder.
10. The Bidder(s) may note that ONLINE BIDS will ONLY be accepted. All the requisite supporting documents mentioned in the bid document should and must be uploaded On-line <http://eprocure.gov.in/eprocure/app>. The Bids sent through FAX, E-mail, by hand and/or by post shall not be accepted/ processed, in any case.
11. The bidders may submit duly filled and completed bidding document ONLINE as per instruction contained in the bidding documents. Incomplete bid shall be rejected. The conditions of tender shall be governed by the details contained in complete bid document.
12. In case, holiday is declared by the Government on the day of opening the bids, the bids will be opened on the next working day at the same time. The IITI reserves the right to accept or reject any or all the tenders.
13. The detailed instruction for online submissions of bid(s) through e-procurement module of Central Public Procurement of NIC, the bidder(s) may visit following link:-
<http://eprocure.gov.in/eprocure/app?page=HelpForContractors&service=page>



Administrative Officer (MM)

CHAPTER- 3
INSTRUCTIONS TO BIDDER (ITB)

1. Indian Institute of Technology Indore (IITI) invites sealed tender for the work of **LEGAL SERVICES FOR IPR WORK at IIT INDORE** as defined in the Scope of Work.
2. **Tender Form:** Tender document will not be issued in person. The tender document can be downloaded from IITI Website www.iiti.ac.in. Tender documents are in 2 (two) parts viz.,
 - a) **Part I (Technical Bid)**
 - b) **Part II (Price Bid).**Please go through the following carefully before submitting the bid/tender:
 3. Details of EMD, submission of tender, etc. are indicated elaborately in the tender document.
 4. **Opening of Part II of the bid:** After verification of Part I (Technical Bid), price bid of only those tenderers who satisfy all the eligibility criteria laid down in this notification will be opened.
 5. The tenderer should read the 'General Terms and Conditions' of the IITI annexed hereto and give their acceptance. The tenderer is advised to visit the IITI on any working day **between 1000 hrs and 1700 hrs** to assess the nature and quantum of work before tendering.
 6. Conditional, incomplete tenders, tender in any form other than the prescribed form issued by IIT INDORE or bids received in any mode other than the mode of submission prescribed will be rejected. In such cases, EMD submitted with the tender will be forfeited.
 7. The tender is not transferable under any circumstances.
 8. Canvassing of any kind, direct or indirect, shall lead to disqualification of the tenderer.
 9. **Evaluation in case of Tie:** In case two or more tenders are equal in monetary terms, work will be awarded to the contractor who has executed contracts of higher values.
 10. IITI reserves the right to: a) reject any or all the tenders without assigning any reason whatsoever; b) not bind himself to accept the lowest or any tender; and c) accept the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted. Canvassing in connection with tender/quotation is strictly prohibited. Tender details can be viewed in the website www.iiti.ac.in.
 11. **Failure to fulfill any of the conditions laid down renders the tender invalid.**

PART – I (TECHNICAL DETAILS)

Technical Details should be provided in the prescribed format i.e. Annexure “I”

Experience: The tenderer should have experience as detailed in Qualification/Eligibility Criteria given in tender document.

“Similar work” means ‘LEGAL SERVICES FOR IPR WORK’.

The tenderer must produce work done certificate from the clients. The work done certificate should mention the details of work executed, the value of work done, the date of commencement and date of completion of the work.

Copy of work order and/or self-certified certificate will not be accepted as certificate of experience. If any document other than certificate of experience is produced, such document will not be accepted as relevant. Tenders not accompanied by certificate of experience issued by the client will automatically stand disqualified.

- A) All pages of the tender document should be duly signed & sealed by the tenderer and the document should be submitted in sealed condition.
- B) The tenderer shall submit the information sought in the format enclosed as **Annexure “I”** as part of Technical bid along with the General Terms & conditions (duly signed).
- C) The persons deployed for work should not be involved in any police case or any case should be pending against them. Police Verification certificate & Medical Certificate for the persons deployed for work to be submitted.
- D) If in the opinion of IITI authorities, the performance of any of the persons deployed is not satisfactory or he/she is not amenable to discipline or their behavior is not conducive to retain them for the work, he/she should be replaced within 24 hrs.
- E) All the copies of mandatory documents, mentioned above, submitted by the tenderer should be attested. Failure to comply with these conditions renders the tender/bid automatically disqualified. The original documents should be produced for verification at any stage of tender process as and when sought for, failing which; the bids are liable for disqualification.

CHAPTER - 4
INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other

Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload\ the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
4. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
5. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
6. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
7. Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
8. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

GENERAL INSTRUCTIONS TO THE BIDDERS

- 1) The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in pdf format.
- 2) Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link “Information about DSC”.

3) Tenderer are advised to follow the instructions provided in the "Instructions to the Tenderer" for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>

Online Bid Form

The bidder shall complete the online bid form and the appropriate price schedule furnished in the online bidding documents, indicating, inter alia for the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

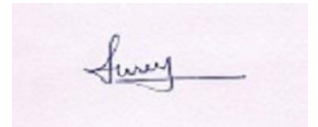
Online Bid prices

The Bidder shall indicate on the Price Schedule the unit price and total bid prices of the goods it proposes to supply under the Contract. To this end, the Bidders are allowed the option to submit the online bids for any one or more schedule specified in the "Schedule of Requirement" and to offer discounts for combined schedules. However, Bidders shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such bids (for the schedule in question) will not be taken into account for evaluation and will not be considered for award.

Period of validity of Online bids: Online Bids shall remain valid for acceptance for 180 days after the date of bid submission.

Proof of EMD submission must be attached to the Techno-Commercial Bid Only and NOT to the Price Bid. Bids received without EMD will be rejected.

Note – Non-compliance of the above may disqualify your offer for consideration.



Administrative Officer (MM)

Chapter-5
GENERAL TERMS & CONDITIONS

(Please read the following carefully and give acceptance for the same in the prescribed format and submit it with the Technical Bid).

A. GENERAL INSTRUCTIONS:

1. The tenderer submitting tender would be deemed to have inspected the premises, considered and accepted all the terms and conditions of contract. No verbal or written enquiries will be entertained in respect of acceptance or rejection of the tender.

2 Earnest Money Deposit (EMD / Bid Security (BS) has to be submitted by bidders except those who are registered with

- (a) **Micro and Small Enterprises (MSEs)**
- (b) **Central Purchase Organization (CPO)**
- (c) **Concerned Ministry / Department**
- (d) **Startups as recognized by Department for Promotion of Industry and International Trade (DPIIT)**

3. No interest will be payable by the Purchaser on Earnest Money Deposit. The earnest money of all the unsuccessful tenderers will be returned to them at the earliest. The Earnest Money of successful bidder shall be returned on receipt of Performance Security. If the successful bidder fails to furnish the performance security or fails to provide service as per order terms and conditions within stipulated period, the earnest money shall be liable to be forfeited by IIT Indore.

4. In the event of the Security Deposit falling short of the aforesaid amount due to recover/adjustment of the losses suffered by the Institute during the currency of the Contract, the Contractor shall deposit/pay such amount by which the Security Deposit falls short immediately on demand or the same may be recovered from the Contractor's pending Bills with the institute. No claim shall be made against the IIT, Indore in respect of interest, if any due on the security deposit or depreciation in value.

5. The EMD/Bid security may be forfeited

- (a) If the bidder withdraws his bid during the period of validity specified in the bid form.
- (b) If the successful bidder fails to accept the order within a week of the issue of order.

6. **Return of the EMD/BS:** EMD/Bid security of the unsuccessful bidder will be discharged/ returned within 30 days of the finalization/Award of the Contract.

7. **The contract will be for a period of one year initially, which can be extended for further period on satisfactory performance of the initial period of the contract.** IITI may renew/ extend the contract to such further period(s), as it may deem proper, having regard to the quality and manner of the contractor's performance. However, it shall be with consent/written request by the contractor in this regard.

8. In case the contractor fails in fulfilling the obligations fully and in time, IITI shall have the absolute right to take up the work at the Contractor's cost and risk and recover any and all such expenses from the amounts due to the Contractor including Security Deposit. The Institute shall have right to impose penalty of not less than 1% of the total order value (including all taxes), commensurate with the fault and amount towards damages if any, shall be recovered from the bill.

9. The contractor shall abide by all laws and regulations and statutory obligations in force from time to time including labour laws and shall indemnify the IITI from any claims in this regard.

10. All letters posted to Contractor at the address given by him will be considered to have been delivered in time.

11. If it is observed at any stage that the quality of the work is not satisfactory, the contract/ work order as a whole may be terminated, and Security deposit forfeited. The Contractor will have no claims what so ever on the IITI.
12. Any liability arising on IITI shall be deducted from the bills of the contractor and if the full amount is not recovered then the same shall be recovered from the security deposit of the contractor. There would be no liabilities towards the workers of the contractor by the IITI.
13. IITI through its officers, reserves the right of altering the specifications of works of adding to or omitting any items of work or of having portions of the same carried out in the Institute by others and such alterations and variations shall not violate this contract.
14. In the event of the contractor to execute the work under contract in whole or in part an alternative arrangement will be made by the IITI totally at the cost & risk of contractor besides any suitable fine /penalty as mentioned in Para 8 of General Instructions.
15. The contractor shall be personally responsible for the conduct of his staff and in case of any complaint against any of his staff as regards work, discipline, attendance or any other matter concerning efficient and smooth functioning; the contractor will be under an obligation to change the worker concerned when instructed by IITI authority. The contractor shall observe all the laws and will be responsible for any prosecution of liability arising from breach of any of those laws. The IITI will not have any responsibility with regard to staff on the role of the contractor what so ever.
16. The IITI reserves the right to terminate the contract without assigning any reason by giving a notice of three months. The contractor will also have to serve a notice of three months, if he wishes to terminate the contract.
17. In the event of any dispute arising out of or in connection with this contract, whether during the subsistence of the contract or thereafter, the matter shall be referred to the Officer, IITI or any other officer nominated by the IITI for arbitration whose decision shall be final and binding on the parties. The contractor agrees that the arbitrator could be an employee of the Institute & shall not have any objections in this regard. The proceedings before the arbitrator would be governed by the provision of the Arbitration Act 1996.
18. The services of Contractor should be made available on all days on six-day week basis irrespective of holidays and on Sundays, if required. Institute may change the working pattern with consent of contractor if required.
19. The personnel engaged by the contractor should have qualification and experience as mention by the institute from post to post.
20. The Contractor shall be fully responsible for providing leave benefits, weekly off, National & Festival holidays etc., to the personnel deployed and as and when any of personnel comes late or proceeds on leave or absents himself/herself, it will be the prime responsibility of the contractor to provide a suitable substitute.
21. The contractor should not be employee of IITI, Central or State Government, Autonomous Body, R&D Labs, IITI, IISER or PSU. He should submit a declaration to this effect.
22. **Other Terms:**
- (a) **MODIFICATION OF TERMS AND CONDITIONS:** The IITI with the consent of the contractor may modify terms and conditions of the contract as and when necessary without affecting the basic nature of his contr

Scope of Work

The applying Firm/ Attorney should be able to provide services for:

Filing, prosecution, maintenance, opposition, litigation, number of inventors and applicants, revocation, restoration and any other proceedings in respect of patent applications/ patents and for registration /securing of other forms of IP in India and International patents and other IPR.

All other forms of IP and related work comprising services for any IP related work, copyright matters, design, trademark, layout design, geographical locations, opposition, litigation, revocation, restoration, representation before Appellate Board in India, ownership of patents, sharing of fees & earnings with respect to commercialization of patents, miscellaneous actions under the relevant Act and any other proceedings in India.

Other IP related work comprising of drafting of agreements, negotiations, MOUs, Freedom to operate searches, assistance in licensing and other IP Management matters like IP audit, IP valuation, commercialization strategy and opinion/advice relating to IP matters.

The Firm/ Attorney should possess professional expertise especially in handling patent applications in the field of Science, Technology and Engineering. The Firm/ Attorney must have the requisite infrastructure and be financially sound. The Firm/ Attorney should have a local office in India, and an established network of top leading foreign attorney firms worldwide who can handle the assigned work with respect to IITI's patent applications and other forms of IP.

As of now, IIT Indore is planning empanel 5 IPR attorney i.e L1-L5. Institute reserves right to empanel 1 or more attorney depending upon the report of evaluation committee. ultimately, faculty members (Inventors) have option to choose any approved empaneled Attorney. Concerned Attorney must coordinate with concerned faculties for the all activity including process of bills.

In case of any queries, feel free to write at aornd@iiti.ac.in Ph.: 0731-2438723 /961

QUALIFICATION / ELIGIBILITY CRITERIA

Sl No	Description	Eligibility Criteria	Supporting Documents Required
01.	General and past experience	<ol style="list-style-type: none"> 1. The Firm/ Attorney should have at least a period of 10 years' experience in relevant IPR field including its dispute/court case management. 2. The Firm/Attorney must have worked with any IIT at least for consecutive 3 year. 3. The bidder Law Firm should have a valid PAN and GST Number. 4. The Firm/ Attorney must have a local office in India 5. Other Specific details as mentioned in the Technical bid. 6. The bidder Law Firm should not have 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 and no bankruptcy/liquidation proceedings have been initiated against it by any entity/government or quasi-government agency of PSU. 7. The rate should be quoted with all legal advice to be given till the completion of the process. In case anything thing relevant is not asked by IIT Indore and you would like to mention it than please quote it in financial bid's other items column. . <p>Note:- Preference will be given to the Firms having experience with IITs/NITs/IISERs</p>	Relevant documents in support of claim with self-certification to be submitted.
02.	Capability	<ol style="list-style-type: none"> 1. The firm must have filed at least 50 patent applications (including 5 PCT applications: Patent Cooperation Treaty – International and 5 International patents) for clients based in India and abroad handled in the last 5 calendar years (2016-20). 	Relevant documents in support of claim with self-certification to be submitted.
03	Financial Standing	<ol style="list-style-type: none"> 1. The bidder Law Firm should have a minimum Average Turnover of Rs. Fifty Lakhs from legal services the last five preceding financial years i.e. 2014-2015 to 2018-19 	Relevant Copies of audited Balance sheet, Profit & Loss and certificate issued by C.A. to be

		(ii) Bidder firm should not have suffered any financial loss for more than one year during the last three financial years ending 31.03.2020.	submitted with self-certification.
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B. CANCELLATION OF CONTRACT:

1. Notwithstanding any other provisions in this contract, IITI reserves the absolute right to terminate the contract forthwith, if it is found that continuation of the contract is not in public interest or the performance is not as per the requirement of IITI. The contractor is not eligible for any compensation or claim in the event of such cancellation.
2. If at any later date, it is found that the documents and certificates submitted by the contractor are forged or have been manipulated, the work order issued to the Contractor shall be cancelled and Security Deposit issued to the IITI shall be forfeited without any claim whatsoever on IITI and the contractor is liable for action as appropriate under the extant laws.

CHAPTER – 6
TECHNICAL BID (LIST OF DOCUMENTS TO BE UPLOADED ALONG WITH ANNEXURE- I)

1. The Tenderer shall upload a self-declaration on their letter-head as PDF file in Cover-I of e-tender, along with the tender documents, confirming that they are service provider for Legal Services.
2. The tenderer must produce work done certificate from the clients. The work done certificate should mention the details of work executed, the value of work done, the date of commencement and date of completion of the work.
Note: Copy of work order and/or self-certified certificate will not be accepted as certificate of experience. If any document other than certificate of experience is produced, such document will not be accepted as relevant. Tenders not accompanied by certificate of experience issued by the client will automatically stand disqualified.
3. PAN details of the firm have to be indicated along with a certified copy.
4. An affidavit, in original, duly certified by a Notary that the Partners of the firm or sole proprietor or Company as the case may be, has never been black-listed and the name of the firm or company has not been changed.
5. An affidavit, in original, duly certified by a Notary that there is no police case/vigilance enquiry pending against the Partners of the firm or sole proprietor or Company as the case may be, and that he has never been punished by any Hon'ble Court.
6. All pages of the tender document should be duly signed & sealed by the tenderer and the document should be submitted in sealed condition.
7. The tenderer shall submit the information sought in the format enclosed as **Annexure "I"** as part of Technical bid along with the General Terms & conditions (duly signed). The Tenderer must have EPF/ESIC Registration number as per the rules to contribute to EPF/ESIC.
8. If in the opinion of IITI authorities, performance of any of the persons deployed is not satisfactory or he/she is not amenable to discipline or their behavior is not conducive to retain them for the work, he/she should be replaced within 15 days.
9. Failure to comply with these conditions renders the tender/bid automatically disqualified. The original documents should be produced for verification at any stage of tender process as and when sought for, failing which; the bids are liable for disqualification.
10. The tenderer should read the 'General Terms and Conditions' of the IITI annexed hereto and give their acceptance. The tenderer is advised to visit the IITI on any working day between 1000 hrs and 1600 hrs to assess the nature and quantum of work before tendering with prior permission.
11. The company/Agency will submit an undertaking (as per Annexure "D") regarding compliance of the above with certified copies of publication. The company/Agency will furnish complete particulars and obtain written approval of the designated officer of the Institute.

Chapter- 7
ANNEXURE “I”
TECHNICAL BID COMPLIANCE MATRIX

(A) Documents details to be mandatorily submitted:

Sl. No.	Particulars	Details
1.	Name of Firm/Tenderer/Company (in block letters	
2.	Permanent Address & Telephone No.	
3.	Full Postal Address, Telephone/Fax No./E-mail:	
4.	Details of infrastructure, persons employed and number of offices/branches available (attach separate sheet).	[Attach as enclosure & refer here]
5.	EMD Submission Online reference	[Attach as enclosure & refer here]
6.	Firms Incorporation certificate	[Attach as enclosure & refer here]
7.	Number of years of experience	[Attach as enclosure & refer here]
8.	Number of patent applications handled in the last 5 calendar years (2016-20)	Attach as enclosure & refer here]
9.	Number of PCT applications handled in the last 5 calendar years (2016-20)	Attach as enclosure & refer here]
10.	Number of International/ Foreign patents handled in the last 5 calendar years (2016-20)	Attach as enclosure & refer here]
11.	Do you have any Indian Institute of Technology as a client at least for consecutive 3 year since the inception of the firm? If so, give details.	Attach as enclosure & refer here]
12.	Financial turnover in the last five financial years (2014-15 to 2018-19).	Attach as enclosure & refer here]
13.	No. of Patent licensing agreement handled in the last 5 calendar years (2016-20)	Attach as enclosure & refer here]
14.	No. dispute / cases handled related to Patents in the last 5 calendar years (2016-20)	Attach as enclosure & refer here]
15.	Do you have office in Indore?	Attach as enclosure & refer here]
16.	Has your firm been blacklisted by any of Government/ Autonomous/ Centrally Funded Technical Institute since inception?	Attach as enclosure & refer here]
17.	PAN No.	[Attach as enclosure & refer here]
18.	TAN/Professional Tax, Sales Tax and Service Tax Registration. Nos. (enclose photo copies)	[Attach as enclosure & refer here]
19.	Income Tax Return (last three years),	[Attach as enclosure & refer here]

20.	An affidavit duly certified by a Notary that the Partners of the firm or sole Proprietor or Company has never been black listed or changed the name of the firm (in original).	[Attach as enclosure & refer here]
21.	An affidavit duly certified by a Notary that the Partners of the firm or sole Proprietor or Company is/are not involved in any Police Case/ Vigilance enquiry pending or ever been punished by any Hon'ble Court (in Original).	[Attach as enclosure & refer here]
22.	The Signed copy of NIT	[Attach as enclosure & refer here]
23.	Acceptance Certificate	[Attach as enclosure & refer here]
24.	Letter of Consent	[Attach as enclosure & refer here]

(B) Number of IP Applications handled in last five calendar years (2015-16 to 2019-20):

S. No.	Intellectual Property Form	Number of Applications Filed	Number of Applications Prosecuted	Number of Granted IP
1.	Patents			
	i. Indian			
	ii. PCT			
	iii. Foreign			
2.	Trademarks (in India)			
3.	Copyrights (in India)			
4.	Designs (in India)			
5.	New Plant Variety (in India)			

iv.

(C) Profile of the firm and its technical competence

1. Number of employees:
 - a. Number of Patent Agents:
 - b. Other IP Agents Numbers:

2. Names of all the employees along with their highest qualifications, area of the specialization and experience in IPR area. Please indicate if an employee is a patent agent or not. Registration number as patent agent number, trademark agent no. etc should be provided.

3. List of clients:
 - a. Institutes and universities
 - b. Government organizations
 - c. Others, please specify
4. Countries of the operation
5. Audited Balance sheet of last five years (2014-15 to 2018-19).
6. Number of foreign filings other than patents
7. No. of **Infringement cases**, dispute handled related to Patents in the last 5 calendar years (2016-20)

No of dispute handled related to Patents in the last 5 calendar years (2016-20)	Total	As complainant	As defendant	Outcome
Patents				
Trademarks				
Copyrights				
Designs				
Licensing agreement				

8. Any other pertinent information you would like to supply:

Details of Experience: Should be furnished in the following format - till 31.03.2020 only:

Name of the Client and full address	Telephone and Email id of the client	Tenure of contract	Value of contract

Date:

Signature of Tenderer,
Seal & address

Chapter- 8
ACCEPTANCE CERTIFICATE
(To be given on Company Letter Head)

To, _____

Sub: Acceptance of Terms & Conditions of NIT Reference No: _____

Name of Tender / Work: - _____

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: _____ as per your advertisement, given in the above-mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. ___ to ___ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We do hereby declare that we have quoted our firm rates inclusive of taxes if not mentioned extra.
7. I/We agree to hold this offer open until **180 days** and shall be bound to provide service within the specified period.
8. I / We certify that all information furnished by the our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

(Signature of the Bidder, with Official Seal)

Chapter- 9
LETTER OF CONSENT

To
The Registrar
IIT Indore

Date: _____

Tender Ref. No.

Name of Work: **'LEGAL SERVICE FOR IPR WORK'**

I/We understand the nature and quantum of work to be carried out. I/we have read the various conditions to tender including general conditions and hereby agree to abide by the said terms and conditions. I/We also agree to keep this tender open for acceptance for a period of 180 days from the date fixed for opening the Part I and in case the tender is withdrawn within the validity period or the contract if awarded is not accepted.

I/We understand that my/our "Earnest Money Deposit" submitted along with the tender to Registrar, IITI will be liable for forfeiture. The rate quoted is firm and I/we will execute the work as per the rates quoted in the attached schedule and hereby bind myself/ourselves to carry out the work during the entire contract period as per the letter of acceptance of the tender/contract. I/We also hereby agree to abide by the rules and regulations of the IITI, general conditions of the contract as amended from time to time and to carry out the work according to the conditions of the contract laid down by IITI.

A sum of Rs..... (Rupees.....) Only is hereby forwarded as Earnest Money via online. The full value of the Earnest Money shall stand forfeited without prejudice to any other right to remedies if:-

I /We do not execute the contract documents within 7 (seven) days after getting information from IITI, or I / We do not commence the work within 15 (fifteen) days after getting information from IITI.

Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Tenderer(s) with Stamp, Address

Note: The formats have been made available for the convenience of tenderers in word format in the document titled 'Annexure'. The formats may also be downloaded. No change should be made by the tenderers except filling-up details. In case any change is made in the content of the formats, except filling-up details, it shall be treated as unauthorised and such tender will stand automatically disqualified.

CHAPTER- 10
PRICE BID

PRICE BID - Schedule of price bid in the form of BOQ format:

Financial Bid/ Schedule of Charges (Excluding Govt. Fee)

Section I : Patents

1	Application	Amount in ₹
1.1	Drafting and filing of patent application with provisional specification, complete specification, divisional application and/or patent of addition. This includes filing of all necessary forms irrespective of time of filing.	
1.2	Drafting and filing of complete specification after filing provisional specification with all necessary forms.	
1.3	Making request for filing patent outside India (Form 25)	
1.4	Seeking permission from National Biodiversity Authority (NBA) for filing IP application under section 6 of The Biological Diversity Act including filing Form-III etc with NBA and related action till NBA permission is obtained	
1.5	Discussion with inventor per hour at attorney's office	
2	Extension of time where Government Fees is also applicable	
3	Prosecution	
3.1	Reporting official action including FER, SER etc, Amending specification and re-filing in response to FER, SER etc (one-time billing irrespective of iterations) including reporting and providing certificate of Patents	
3.2	Discussion/ hearing at Patent Office during prosecution of application per appearance	
3.3	Attending to renewals and sending renewal certificate per year	
3.4	Attending to restoration of lapsed patent, filing petition and attending to payment of fees (Form 15)	
3.5	Working of patents: each report of working under section 146 (Form 27)	
4	Assignment and Licences	
4.1	Drafting assignment deed form	
4.2	Filing application for registration for assignment /license (Form 16) (a) One patent (b) each additional patent included at the same time in the same deed	
5	Opposition	
5.1	Drafting and Filing pre-grant opposition (for or against)	
5.2	Drafting, Filing and prosecuting Post Grant opposition (for or against)	
5.3	Attending hearing per day at patent office in the city of the attorney's office	
5.4	Attending hearing per day at patent office not in the city of attorney's office	
6	Patent revocation/infringement	

6.1	Drafting of infringement/revocation suit (initiating revocation/infringement or defending revocation/infringement one time billing other than hearing)	
6.2	Representation charges (In Court)	
6.3	Any other charges, if any (like legal opinion etc)	
7	Consultation charges each hour or part	
8	Prior art search report for novelty, inventiveness and utility	
9	Filing of foreign patent applications	
9.1	Filing of a patent application in each country patent (can be as a percentage of foreign associates bills)	
9.2	Charges for prosecuting each application till grant of patent including all desired action (can be as a percentage of foreign associates bills)	
9.3	Charges for renewal each year (can be as a percentage of foreign associates bills)	
10	Filing of PCT application	
10.1	Preparing and filing a new PCT application and all necessary actions including amendment etc under article 19 / Preliminary examination.	
10.2	Filing national phase applications including changes in the claims if necessary. Charges application as per item 9 only.	

Section II : Designs

1	Application	
1.1	Application for registration per class based with all essential form including (Form 1, Form 2 and Form 21)	
1.2	Prosecution of design application till registration certificate is provided to applicant	
2	Restoration of lapsed design (Form 4)	
3	Notice of opposition (Form 19)	
4	Request for any Action such as correction of clerical errors (Form 14)	
5	Request for any Action such as certified copies (Form 15 and Form 16)	
6	Appearance any Action such as charges per appearance before patent office	
7	Any Action such as inspection of registered design (Form 5)	
8	Filing of foreign design applications	
9	Charges for prosecuting each application till registration of design (can be as a percentage of foreign associates bills)	
10	Charges for renewal each year	

Section III : Copyright

1	Application for registration of copyright (Form IV)	
2	Prosecution and obtaining certificate of copyright	
3	Drafting of any specific forms such as NOC.	

4	Per action (any other action outside the process of filing and obtaining copyright)	
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Section IV :Trademarks

1	Application for registration of trademark including certification trademark (Forms TM 1, TM 4, TM 8, TM 51, TM 52)	
2	Notice of opposition and related actions, till disposal (TM 5, TM 6, TM44)	
3	Request for search and prosecution till issuance of certificate (TM 11))	
4	Restoration & renewal of trademark (TM 13)	
5	Application filing in other countries (should be shown as percentage of the associate's charges) or appearance in hearing etc	

Section V : Geographical Indications

1	Application	
1.1	Drafting & filing in India in single class	
1.2	Prosecution charges till registration	
2	Renewal of GI	
2.1	Drafting and filing of counter statement to the opposition	
2.2	Attending hearing at GI Registry or another place designated by GI Registry	

Section-VI: Protection of IC Layout Design

1	Application for registration along with necessary forms	
2	Handling Prosecution till Registration	
3	Application for Renewal of Registration	

Section -VII New Plant Variety

1	Application for registration along with necessary forms	
2	Handling Prosecution till Registration	
3	Application for Renewal of Registration	
4	Any Other Charges	

Section - VIII Any Other Item/Charges not mentioned above

1		
2		
3		
4		

Note:

1. Firm should submit the Price bid on Firm's/ Company Letter Head
2. Taxes, statutory levies, if any will be paid as rules in force time to time.
3. Section –I, Sl. No. 1.3, 2, 3.3, 3.5, 9.3, Section-II, Sl.No. 4 to 6, Section –IV, Sl.No. 4, & Section-VI, Sl. No. 3 in bold will be considered for L1 Only and successful bidders will have to agree to provide these services at L1 within empaneled firms.

Date:

Signature of the Tenderer with Seal & Address

CHAPTER- 11
PRE-BID QUERY FORM

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