



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

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

निविदा आमंत्रण सूचना  
Notice Inviting Tender

Bidding required for  
**Empanelment of IPR Firm to represent IIT Indore on IPR matters**

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*

प्रौद्योगिकी विभाग  
(प्रमुख निदेशक विभाग)  
प्रौद्योगिकी निदेशक  
(प्रमुख निदेशक विभाग)



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

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

दूरभाष: 91-0731-6603369/3551  
Tel.: 91-0731-6603369/3551  
Email: [mms@iiti.ac.in](mailto:mms@iiti.ac.in)

**Request for Proposal**  
**(E-Procurement Mode)**

Indian Institute of Technology Indore invites in **Online bids through open tender under two bid systems** for **Empanelment of IPR Firm to represent IIT Indore on IPR matters** from professional service providers for handling providing complete IPR services like filing, prosecution, maintenance, opposition, restoration and infringement for Patents, Design, Trademark, Copyright etc. for all the applications already in process and for all fresh applications. The RFP details as per follows:

Sl. No.	Name of the Item	RFP No.	Earnest Money Deposit
1.	Empanelment of IPR Firm to represent IIT Indore on IPR matters	805	₹15,000/- (Rupees Fifteen Thousand Only)  <b>Online EMD Submission:</b> Bidder can submit their EMD online by visiting to the below link: <a href="https://www.onlinesbi.com/sbicollect/icollecthome.html">https://www.onlinesbi.com/sbicollect/icollecthome.html</a>

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

*\*RFP No. 805 should be mentioned for the purpose of EMD Submission, and Tender No. should be referred for bid submission/ communication etc.*

**Note:**

- I. Tender Documents with detailed terms & conditions can be downloaded from websites: <https://www.iiti.ac.in/tender> & <https://eprocure.gov.in/eprocure/app>
- II. The pre-bid report will be uploaded on the institute website & CPP Portal and the same will be a part of the tender document.
- III. All the details/documents pertaining to the tender such as tender document, pre-bid report, corrigendum, and any further updates shall be available on IIT Indore website, and Central Public Procurement Portal.
- IV. Bids/Quotations may be submitted directly by the OEM or their Authorized distributors/Dealers/Resell Agents/Channel Partners with valid proof of authorization.

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

For any issues related to tender please contact Material Management Section,  
Tel: +91- 0731-660 Ext 3551/3580/3591 Email: [mms@iiti.ac.in](mailto:mms@iiti.ac.in)

Assistant Registrar  
MM Section  
IIT Indore

**सहायक कुलसचिव**  
**(सामग्री प्रबंधन विभाग)**  
**• Assistant Registrar**  
**(Materials Management Section)**

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

Sl. No.	Event	Date and Time/ Remarks
01	Commencement of Downloading of Tender Document	<b>17 May, 2024</b> <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> and <a href="https://www.iiti.ac.in/tender">https://www.iiti.ac.in/tender</a>
02	Submission of Queries for Pre-bid meeting	<b>16 May, 2024, to 27 May, 2024, up till 02:00 P.M.</b>
03	Date & Time of Pre-Bid Meeting #	<b>27 May 2024, at 03:00 P.M.</b>
04	Venue for Pre-Bid Meeting	<b>Online via Google meet</b> Link- <a href="https://meet.google.com/ewo-yysc-iao">meet.google.com/ewo-yysc-iao</a>
05	Date of Pre- Bid Report upload at CPP Portal and Institute Website	<b>30 May, 2024</b>
06	Bid Submission Start Date	<b>30 May, 2024</b>
07	Last date & Time of Submission of Bids Online (Technical and Financial Bid)	<b>10 June, 2024 up till 03:00 P.M., (IST)</b> Please refer NIT Documents
08	Date & Time of Opening of Technical Bids	<b>11 June, 2024, at 03:00 P.M., (IST)</b> Please refer NIT Documents
09	All communications with respect to the tender shall be addressed to:	<b>Assistant Registrar, MM Section</b> 4th Floor, Abhinandan Bhawan (West Wing), Indian Institute of Technology, Indore Khandwa Road Simrol, Indore- 453552 Tel.: 0731-660 Ext 3551/3580/3591 Email: <a href="mailto:mms@iiti.ac.in">mms@iiti.ac.in</a>
10	For any assistance required	<b>CPP Portal website: <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a></b> <b>CPP Portal Help Desk Toll-Free No.:</b> <b>18002337315, 180030702232</b>

Assistant Registrar  
MM Section  
IIT Indore

**सहायक कुलसचिव**  
**(सामग्री प्रबंधन विभाग)**  
**Assistant Registrar**  
**(Materials Management Section)**

**अनुभाग II /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. However, if the firm doesn't have a digital signature, all the documents can be stamped with the firm's seal and signed by authorised official and uploaded in pdf format.
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**  
**भाग 1 / PART I**

1. Bidder: Tender are invited from Law Firms based in India for empanelment for filing and management of Intellectual Property Rights (IPRs), drafting /vetting of technology licensing and other legal documents for partnerships with other entities and to provide other techno-legal assistance in forming Section-8 Company under Companies Act - 2013 on a case-to-case basis as required per instructions given by IIT Indore, as needed. These services will be provided to IIT Indore, its constituents and associates e.g. IITI DRISHTI CPS, IITI ACE Foundation etc but not limited to.
2. Tender Type: BoQ 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. Confidentiality: Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.  
Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
4. 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 [mms@iiti.ac.in](mailto:mms@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.
5. Bid Submission: Bidders are requested to submit their bids from the date of submission of bids indicated Schedule of Tender mentioned in the **Section-I**.
6. 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.
7. Bid Validity: Bids shall be valid for a period of 180 days from the date of opening of technical bid of the tender.
8. Modification and withdrawal of bids: No bid can be modified and withdrawn after the deadline for submission of bids.
9. 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.

10. Bid Security/ EMD:

- (a) Earnest Money Deposit (EMD) / Bid Security (BS) must be submitted by bidders except those who are registered with:
  - (i) Micro and Small Enterprises (MSEs)
  - (ii) Central Purchase Organization (CPO)
  - (iii) Concerned Ministry / Department
  - (iv) Startups as recognized by the Department for Promotion of Industry and Internal Trade (DPIIT)
- (b) In case, the firm/ service provider is not covered as above, EMD must be submitted online at <https://www.onlinesbi.sbi/sbicollect/collecthome.htm> and the payment reference should be attached in PDF along with the technical bid.
- (c) EMD will be returned to the unsuccessful bidders within 30 days after the placement of order or within 30 days from the date of technical rejection or after the completion of the validity of the bid.
- (d) EMD will be forfeited, if the successful bidder fails to accept the order or provide the services.
- (e) No interest will be payable by the Institute on the Earnest Money Deposit in any circumstance.
- (f) 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 services as per the terms and conditions of Service Order (SO) within the stipulated period, EMD shall be liable to be forfeited by the Institute.

11. Bid Evaluation Procedure: To select the bidder, BOQ 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), as decided by the Institute, shall examine the bids to ascertain that all documents mentioned in **Section-V** have been submitted by the bidders 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.
- (d) Financial bid will be opened only for the bid which is technically qualified by TEC.

12. Award Criteria:

- (a) The Institute reserves the rights to award the contract to the Bidder whose bid has been determined to be substantially responsive and scored highest as per the model defined in Part III of **Section-V**, provided further, that the Bidder is determined to be qualified to perform the contract satisfactorily.
- (b) Prior to the expiry of the period of bid validity, the Institute will notify the successful bidder in writing by registered letter or e-mail that the bid has been accepted and a Service Order shall follow through post.
- (c) The successful bidder should submit acceptance of the Service Order within 02 days from the date of issue of order/ signing of contract, failing which, it shall be presumed that the successful bidder has accepted the order.

13. Agreement: The successful bidder will enter into a written agreement with the Institute within 15 days of intimation of award of service contract. The agreement would contain the Terms and Conditions of the services including the termination conditions. If after the award of the contract, the successful bidder does not sign the agreement within 15 days or fail to furnish the performance Bank Guarantee within 7 days from the date of receipt of Service Order, the Institute reserves the right to cancel the contract and apply all remedies available under the terms & condition of this contract.

14. Non-Exclusive: It is agreed and clarified that this agreement would be on a non-exclusive basis and the parties are at liberty to enter into similar agreements with others. (Provided, however, the successful bidder shall ensure that its entering into agreement/s with other parties, shall not in any way conflict with or affect IITI's interests, rights, remedies under this Agreement or in law).

15. 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.

16. Penalty: The Institute reserves the right to impose penalty to the Service Provider for non-compliance of the terms and conditions of service as mentioned in this tender, agreement and MoU. The quantum of penalty would be decided on the gravity of non-compliance and the decision of the Institute would be final however, the same would not exceed 10% of the approved cost of compliance.
17. Subletting of Work: The successful bidder shall not assign or sublet the work/ job or any part of it to any other person or party.
18. 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.

## **भाग 2 / PART II**

1. 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.).
2. 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.
3. 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.
4. 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 MM Section of the Institute before the commencement of services.
5. 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.
6. 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.
7. Representation against disqualification:
  - (a) The bidder has the right to submit a representation to the Section within 02 days from the date of intimation of disqualification of the tender through email.
  - (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.
8. 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.
9. Resolution of Disputes: The Institute and successful Bidder shall make every effort to resolve amicably any disagreement or dispute arising between them through informal negotiation. If the dispute remains unresolved within sixty days from the commencement of such informal negotiations, either party may refer for resolution through formal arbitration.
10. Arbitration: In the event of disputes, differences, claims and questions arising between the parties hereto arising out of this Agreement or in any way relating or any term, condition or provision herein mentioned or the



construction or interpretation thereof or otherwise in relation hereto, the parties shall first endeavor to settle such differences, disputes, claims or questions by friendly consultation and failing such settlement, the same shall be referred to the arbitration of arbitrator, to be appointed by the Institute. All legal disputes will be subjected to jurisdiction of Indore Courts.

11. 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.
12. 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.
13. 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 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 the 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.
14. Confidentiality: The empaneled law firm(s) must keep the following as 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.
15. 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.
16. Preference will be given to the Bidders having experience with IITs/NITs/IISERs/CFTIs.
17. Right of Acceptance: This Institute does not pledge itself and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity offered and the firm shall supply the same at the rate quoted. The firm shall be at liberty to tender for the whole or any portion or to state in the tender that the rate quoted shall apply only if the entire quantity is taken from the firm.
18. Patent Rights: The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

19. Subletting of Work: The firm shall not assign or sublet the work/job or any part of it to any other person or party. The tender is not transferable. Only one tender shall be submitted by one tenderer.
20. No correspondence/discussion/visits whatsoever will be entertained on the subject unless specifically called by this office after opening the tenders for technical discussions/ price negotiations. Any violation of this will render the quotations invalid and the firm is liable to be blacklisted.
21. FURNISHING FRAUDULENT INFORMATION/ DOCUMENT- If it is found that a bidder has furnished fraudulent document/information, the bid security/performance security (wherever applicable) shall be forfeited and the bidder/vendor will be debarred for a period of 3 (three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced.
22. IIT Indore reserves the right to call for techno-commercial/price negotiations. The company should depute a competent representative for such discussion/negotiations whenever called for and he shall be competent to make on-the-spot decisions.
23. IIT Indore does not bind itself to accept the lowest or any tender and may cancel/withdrawal the tender without assigning any reason and no claim whatsoever, for any reason arising out of such action, will be entertained by IIT Indore.

**अनुभाग 4 /SECTION IV**

**विशेष नियम एवं शर्तें / SPECIAL TERMS AND CONDITIONS**

1. **Period of empanelment:** The period of Empanelment of IPR legal Services at IIT Indore would be initially for a period of **01 years with a provision to extend upto a maximum of 02 years, based on satisfactory performance** as decided by the Institute. The extension would be on mutual consent at the same rate, terms, and conditions.
2. **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.
3. **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.
4. **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.
5. **Empanelment:** The Institute intends to empanel 01 or more IPR firms 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.
6. **Performance Security:** The successful bidder must submit a performance security of **Rs. 50,000/- (Rupees Fifty Thousand only)** to be submitted from an Indian Scheduled Bank in the form bank guarantee 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.
7. The above Performance Security amount shall be in one of the following forms:
  - (a) Unless otherwise stipulated in Tender Document or Contract, Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque drawn on any commercial bank in India, favoring the authority mentioned in therein.
  - (b) Issued by any commercial bank in India, in the prescribed form provided in **Form X**.
8. 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.

**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.	Declaration for DPIIT Registration (If applicable)	As per FORM VII
8.	Pre-Bid Query Form/ Format	As per FORM VIII
9.	Performance Report	As per FORM IX
10.	Performance Security Format	As per FORM X
11.	Non-Disclosure Agreement (NDA)/ Third Party Non-Disclosure Agreement	As per FORM XI
12.	Financial Bid Format	As per FORM XII
13.	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).	
14.	Valid Enrolment Certificate of all Partners from the concerned Bar Council.	

**Note:**

1. Non-submission of all the documents mentioned above, except Declaration for DPIIT Registration and 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 unauthorised and such tender will stand automatically disqualified.

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

Sr. No.	Item (Patent)	Price Inclusive GST
A	Engagement of IPR Firm to represent IIT Indore it's constituents, and associates on IPR Matters	
Section I : Patents		
1.01	Drafting and filing of a patent application with provisional specification, complete specification, divisional application and/or patent of addition.	
1.02	Drafting and filing of complete specification after filing provisional specification with all necessary forms	
1.03	Making request for filing patent outside india (Form 25)	
1.04	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	
1.05	Further discussion and consultation charges regarding NBA formalities and seeking further clarifications (each hour)	
1.06	Discussion with inventor per hour at attorney's office, once Sr. 1 & 2 completed without any charges	
1.07	Extension of time where government fee is also applicable	
1.08	Reporting official action including FER, SER etc, Amending specification and re-filing in response to FER, SER etc	
1.09	Discussion /hearing at Patent office during prosecution of application per appearance	
1.10	Filing a detailed written submission against the objections raised by the examiner	
1.11	Further amendments of claims/specification	
1.12	Reviewing and Attending formal requirements	
1.13	Attending to renewals and sending renewal certificate per year	
1.14	Attending to restoration of lapsed patent, filing petition and attending to payment of fees (FORM 15)	
1.15	Working of Patents: each report of working under section 146 (FORM 27)	
1.16	Drafting assignment deed form	
1.17	Filing application for registration of assignment/license (Form 16)One patent	
1.18	each additional patent included at the same time in the same deed	
1.19	Drafting and filing pre-grant opposition (for or against)	



1.20	Drafting, Filing, and prosecuting post-grant opposition (for or against)	
1.21	Prosecuting oppositions (Incl. Pre-grant and post-grant) per hour charges for drafting reply, written submission and filing documents	
1.22	Attending hearing per day at patent office in the city of the attorney's office	
1.23	Attending hearing per day at patent office not in the city of attorney's office	
1.24	Drafting of infringement/revocation suit (initiating revocation/ infringement or defending revocation/infringement on time billing other than hearing) for foreign patent only	
1.25	Representation charges (In court)	
1.26	Any other charges, if any (like legal opinion etc)	
1.27	Consultation charges each hour or part	
1.28	Prior art search report for novelty, inventiveness and utility.	
1.29	Filing of foreign patent applications	
1.30	Filing of a patent application in each country patent (Can be as a percentage of foreign associates bills)	
1.31	Charges for prosecuting each application till grant of patent including all desired action (Can be as a percentage of foreign associates bills)	
1.32	Reporting an office action	
1.33	Responding to office action including drafting response with amending claims and specification, preparing arguments and detailed response to the office (for each office action) for Foreign Patent Only	
1.34	Charges for renewal each year (can be as a percentage of foreign associates bills)	
1.35	Preparing and filing a new PCT application and all necessary actions including amendment etc under article 19	
1.36	Filing national phase applications including changes in the claim if necessary	

### Section II : Designs

2	Application for registration along with necessary forms	
2.01	Application for registration per class based with all essential form including (Form 1, Form 2 and Form 21)	
2.02	Prosecution of design application till registration certificate is provided to the applicant	
2.03	Restoration of lapsed design (Form 4)	
2.04	Notice of opposition (Form 19)	
2.05	Request for any Action such as correction of clerical errors (Form 14)	
2.06	Request for any Action such as certified copies (Form 15 and Form 16)	

2.07	Appearance any Action such as charges per appearance before patent office	
2.08	Any action such as inspecting of registered design (Form 5)	
2.09	Filing of foreign design application	
2.10	Charges for prosecuting each application till registration of design (Can be as a percentage of foreign associates bill)	
2.11	Charges for renewal each year	

**Section III : Copyright**

3	Application for registration of copyright (Form IV)	
3.01	Prosecution and obtaining certificate of copyright	
3.02	Drafting of any specific forms such as NOC.	
3.03	Per action (any other action outside the process of filing and obtaining copyright)	

**Section IV : Trademarks**

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

**Section V : Geographical Indications**

5	Application for Geographical Indications	
5.01	Drafting & filing in India in single class	
5.02	Prosecution charges till registration	
5.03	Renewal of GI	
5.04	Drafting and filing of counter statement to the opposition	
5.05	Attending hearing at GI Registry or another place designated by GI Registry	

**Section-VI: Protection of IC Layout Design**

6	Application for registration along with necessary forms	
6.01	Handling Prosecution till Registration	
6.02	Application for Renewal of Registration	

**Section -VII New Plant Variety**

7	Application for registration along with necessary forms	
7.01	Handling Prosecution till Registration	
7.02	Application for Renewal of Registration	

<b>B</b>	<b>Technology transfer</b>	
8.01	Evaluation and valuation of Patent	
8.02	Preparation of Term Sheet	
8.03	Drafting & Execution of Licensing/Sale Agreement	
8.04	Negotiations (Active and Directed)	
8.05	Court Representation/Arbitration/Expert Witness	

<b>C</b>	<b>Due Diligence of the Projects</b>	
9.01	Legal Index – Understanding aspects of patent protection, prior art disclosed, proximity to the prior art.	
9.02	Technical Index – Understanding the technology uniqueness, and feasibility basis disclosed documents related to the technology; it also entails a presentation/discussion with the inventors to understand the Technology Readiness Level (TRL).	
9.03	Commercial Index – Market growth rate, products/solutions in the market that is driven by the disclosed technology, and the crowd of the potential assignees in the said domain.	
9.04	Societal Relevance	

**भाग 3 /PART III**

**मूल्यांकन के मानदंड / Technical / Pre-Qualification/ Presentation Evaluation Criteria**

**Mandatory Eligibility and Experience of the Bidder**

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 a 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.
3. **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 a certificate of experience issued by the client will automatically stand disqualified.
4. PAN details of the firm have to be indicated along with a certified copy.
5. 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.
6. 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.
7. All pages of the tender document should be duly signed & sealed by the tenderer and the document should be submitted in sealed condition.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.

Note :

- a. The bidder should submit his acceptance against each column as YES/NO and if No, the bidder should specify the deviation.
- b. Firms should quote separately for each item as per BOQ.
- c. Valid proof of the document in support of the claim to be enclosed with the technical bid.
- d. The Quantity mentioned above is also indicative and might change in the final order.
- e. Prospective bidders can quote Rate as per Unit and the institute will decide on the final order quantity.

(Signature of the Bidder, with Official Seal)

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



**अनुभाग 6 /SECTION VI**  
**वित्तीय बोली / Financial Bid**

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

1. Bidders are to use the Financial Bid Format, provided as BoQ in **Form XIII** 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 opening of technical bid of the tender.

**OTHER CONDITIONS FOR PRICE BIDS**

1. No unilateral revision in price will be admissible.
2. Rates should be quoted in the accounting units (A/U) mentioned in this tender. Rates must be quoted clearly on a free delivery basis at IIT Indore and the total value should be indicated in figures and words. In case of any discrepancy between figures and words, lesser of both will be considered.
3. Any option indicated in techno-commercial bids must be priced separately.
4. The price must be stated for each item separately.

**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)	
7.	Year of Establishment	
8.	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)
9.	Category of the Organization	1. Micro Unit as per MSME 2. Small Unit as per MSME 3. Medium Unit as per MSME 4. Ancillary Unit 5. SSI 6. Others (In case of others, please specify)
10.	Contact Name, Email Id & Mobile No.	
11.	Bank Details	Name of Beneficiary : A/c. No. CC/CD/SB/OD: Name of Bank : IFSC NO. (Bank) : Branch Address and Branch Code:
12.	PAN No. of the Organization	
13.	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:** NIT No. IITI(MM)/ADMIN/NIT/805/D/2022-23 for "Empanelment of IPR Firm to represent IIT Indore on IPR matters"

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 2020-21	F.Y 2021-22	F.Y 2022-23

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**

**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 Tender No. (this tender number) dated (this tender date)

Dear Sir,

1. I/ We have downloaded/ obtained this tender document(s) for the above mentioned 'Tender/Work' 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 technical bid 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 VI / FORM VI**

**सहमति – पत्र / Letter of Consent**

(To be submitted on Service Provider/ Company Letterhead)

Tender Ref. No. \_\_\_\_\_

Date: \_\_\_\_\_

To,

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

**Name of Work: "Empanelment of IPR Firm to represent IIT Indore on IPR matters"**

Dear Sir,

1. 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 of opening of Technical Bid of the Tender.
2. 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 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.
3. I/ We also hereby agree to abide by the rules and regulations of the Institute, 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 the Institute.
4. A sum of Rs..... (Rupees.....) only is hereby forwarded as Earnest Money Deposit (EMD) via online. The full value of EMD shall stand forfeited without prejudice to any other right to remedies if I/ We do not execute the contract document within 7 (seven) days after getting information from the Institute, or I / We do not commence the work within 15 (fifteen) days after getting information from the Institute.
5. 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.

Date:

Place:

Company Seal

Authorized Signatory

Name:

Designation:

Contact No.:

**प्रपत्र VII / FORM VII**

**डीपीआईआईटी पंजीकरण के लिए घोषणा पत्र**

**Declaration for DPIIT Registration**

*(To be submitted on Service Provider/ Company Letterhead)*

It is certified that I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India.

I also certify that my firm is not from such a country or, / if from such a country, it has been registered with the Competent Authority (copy of the Registration Certificate enclosed).

I hereby certify that his bidder fulfils all requirements in this regard and is eligible to be considered.

Date:

Authorized Signatory

Place:

Name:

Designation:

Contact No.:

Company Seal

**प्रपत्र VIII / FORM VIII**

**बोली-पूर्व प्रश्न प्रपत्र/प्रारूप**

**Pre-Bid Query Form/ Format**

*(To be submitted on Service Provider/ Company Letterhead)*

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			

Date:

Authorized Signatory

Place:

Name:

Designation:

Contact No.:

Company Seal

**प्रपत्र IX / FORM IX**

**कार्य-निष्पादन रिपोर्ट/ Performance Report for  
Empanelment of IPR Firm to represent IIT Indore**

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

1. Name of the Owner:
2. Name of the Company/Service Provider & Address:
3. Name and Address of organization where Legal services are provided:
4. Name and contact No. of the person in the Organization for verification:
5. Date of award of contract:
6. Date of expiry of license/ completion of contract:
7. Value of work in Contract:
8. Performance Report: Please tick/ circle the correct option.

(a)	Quality of service	Excellent/Very Good/Good/Fair
(b)	Resourcefulness	Excellent/Very Good/Good/Fair
(c)	Behaviour and Attitude	Excellent/Very Good/Good/Fair
(d)	Redressal of complaints and Promptness	Excellent/Very Good/Good/Fair

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. .... Dated .....to 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:.

**प्रपत्र 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

**प्रपत्र XII / FORM XII**

**Financial Bid Format**

*(To be submitted on Service Provider/ Company Letterhead)*

Sr. No.	Item (Patent)	Unit Price	GST %	Total Amount
1	Empanelment of IPR Firm to represent IIT Indore on IPR matters			

*Date:*

*Signature of the Tenderer with Seal & Address*