

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

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

प्रस्ताव के लिए अनुरोध
Request for Proposal

प्रतियोगिता कागजात
(गोपनीय नमूना) Empanelment of Legal Services for IIT Indore
(गोपनीय नमूना) Empanelment of Legal Services for IIT Indore
(गोपनीय नमूना) Empanelment of Legal Services for IIT Indore

Bidding required for

Empanelment of Legal Services for IIT Indore

आवश्यकता की अनुसूची के अनुसार तकनीकी एवं वित्तीय बोली के दस्तावेज़ ऑनलाइन जमा करने हेतु

Bid to be submitted online for Technical & Financial Bid as required



भारतीय प्रौद्योगिकी संस्थान इंदौर
Indian Institute of Technology Indore
 सिमरोल, खंडवा रोड, इंदौर-453552
 Simrol, Khandwa Road, Indore- 453552

Tel.: 0731-6603369/3551
Email: mms@iiti.ac.in

Request for Proposal
(E-Procurement Mode)

Indian Institute of Technology Indore invites online Request for Proposal in **Quality cum Cost Based System (QCBS)** for **Empanelment of Legal Services for IIT Indore** from professional service providers for handling various legal matters pertaining to IIT Indore, referred to as Institute, as well as dealing with its cases in various Courts/ Forums/ Authorities. The RFP details as per follows:

<u>Sl. No.</u>	<u>Name of the Item</u>	<u>RFP No.</u>	<u>Earnest Money Deposit</u>
1.	Empanelment of Legal Services for IIT Indore	859	Rs. 25,000/- (Rupees Twenty Five Thousand Only) <u>Online EMD Submission:</u> Bidder can submit their EMD online by visiting to the below link: https://www.onlinesbi.com/sbicollect/collecthome.html

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

**RFP No. 859 should be mentioned for the purpose of EMD Submission, and RFP No. should be referred for bid submission/ communication etc.*

For any issues related to tender, contact Material Management Section at 0731-660 Ext 3369/3551/3408 or email at mms@iiti.ac.in.

Assistant Registrar
 MM Section
 IIT Indore

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

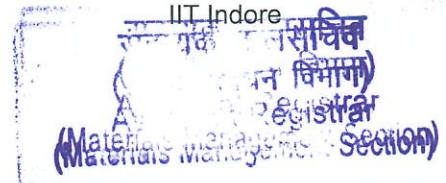
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अनुभाग I / SECTION I
निविदा की अनुसूची/ SCHEDULE OF TENDER

Sl. No.	Event	Date and Time/ Remarks
01	निविदा अपलोड करने की तिथि Date of uploading of Tender	November 15, 2023 https://eprocure.gov.in/eprocure/app and https://www.iiti.ac.in/tender
02	बोली-पूर्व बैठक के लिए प्रश्न प्रस्तुत करने हेतु Submission of Queries for Pre-bid meeting	From November 15, 2023
03	बोली-पूर्व बैठक के लिए प्रश्न प्रस्तुत करने की अंतिम तिथि एवं समय Pre-bid query submission last date & time	November 22, 2023, at 05:30 PM
04	बोली-पूर्व बैठक की तिथि एवं समय Date & Time of Pre-Bid Meeting	November 23, 2023, at 11:00 AM
05	बोली-पूर्व बैठक स्थल Venue for Pre-Bid Meeting	Pre-bid meeting will be done online on Google Meet at meet.google.com/hhc-debx-wgx The pre-bid report will be uploaded on the website & CPPP and the same will be a part of the tender document.
06	ऑनलाइन बोली जमा करने की अंतिम तिथि और समय (तकनीकी और वित्तीय बोली) Last date & Time of Submission of Bids Online (Technical and Financial Bid)	December 07, 2023, upto 05:30PM, (IST) Please refer NIT Documents
07	तकनीकी बोलियाँ खोलने की तिथि एवं समय Date & Time of Opening of Technical Bids	December 08, 2023, at 03:00 PM, (IST)
08	निविदा के संबंध में सभी संचार को संबोधित करने हेतु Address for all communication:	Assistant Registrar, MM Section 4th Floor, Abhinandan Bhawan (West Wing), Indian Institute of Technology, Indore Khandwa Road Simrol, Indore- 453552 Tel.: 0731-660 Ext 3369/3551/3408 Email: mms@iiti.ac.in
09	किसी भी आवश्यक सहायता के लिए संपर्क करे Point of Contact	CPP Portal website: www.eprocure.gov.in CPP Portal Help Desk Toll-Free No.: 18002337315, 180030702232

Assistant Registrar
MM Section
IIT Indore



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.
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. Online Tenders are invited only from Legal Professional Service Providers with license to practice law and provide legal advice in India.
2. Tender Type: Quality cum Cost Based Selection (QCBS) with Two-Bid system through Online Mode.
 - (a) Technical Bid (Cover-1): Technical bid will be opened on the due date for technical evaluation. The technical evaluation matrix will be uploaded on CPP Portal for intimation to the service providers. *Technically disqualified service providers can represent disqualification, within a week of uploading of technical evaluation matrix.*
 - (b) Financial Bid (Cover-2): Financial bids of technically qualified responsive bidders only will be opened.
3. Pre-Bid Meeting:
 - (a) Bidders are requested to attend a Pre-bid meeting for clarification on the Tenders' technical specifications and commercial conditions, on the time, date, and place/ mode mentioned in the Schedule of Tender. Participation in such a Pre-bid meeting is not mandatory. If a bidder does not participate or submit any query, then no subsequent representations from them regarding the Technical & Commercial specifications/ conditions shall be entertained after the date of pre-bid meeting.
 - (b) Bidders are advised to submit their doubts/ questions/ clarifications in **FORM VIII**, if any. It should bear tender no., title and marked "Queries for Pre-Bid Meeting". Form should be sent through email at 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.
4. 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**.
5. 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.
6. Bid Validity: Bids shall be valid for a period of 180 days from the date of opening of technical bid of the tender.
7. Modification and withdrawal of bids: No bid can be modified and withdrawn after the deadline for submission of bids.
8. 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.
9. 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/icollecthome.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.
10. Bid Evaluation Procedure: To select the bidder, Quality cum Cost Based Selection (QCBS) method will be followed through a two-stage bidding process.
- (a) Bids should be submitted in two parts viz. Technical Bid & Financial Bid.
 - (b) The Technical Evaluation Committee (TEC), 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.
11. 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.
12. 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.
13. 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).
14. 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.
15. 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.
16. 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.

17. 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.

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

1. **Period of empanelment:** The period of empanelment of Legal Services at IIT Indore would be initially for a period of 02 years with a provision to extend upto a maximum of 01 year, based on satisfactory performance as decided by the Institute. The extension would be on mutual consent at the same rate, terms, and conditions.
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 law 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.	Integrity Agreement (If applicable)	As per FORM XII
13.	Financial Bid Format	As per FORM XIII
14.	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).	
15.	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**

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

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

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

भाग 3 /PART III**मूल्यांकन के मानदंड / Technical / Pre-Qualification/ Presentation Evaluation Criteria****Mandatory Eligibility and Experience of the Bidder**

1. The bidder should be a legal firm with license to practice law and provide legal advice in India.
2. The bidder should be an individual organization. Consortiums are not allowed to bid.
3. The bidder should be an Indian entity providing legal advisory services, consistent with the requirements under the Bar Council of India, having at least 10 years' experience in dealing cases in any Court in India. Any of the following documents must be furnished in support of above:
 - (a) Copy of registration/enrolment certificate issued by the Bar Council duly certified by the Bar Association, in the case of Sole Proprietor.
 - (b) Duly signed and notarized copy of the partnership deed, in case of Partnership.
 - (c) Copy of Incorporation certificate issued by Registrar of Companies, in case of LLP/Company.
4. The bidder should have advised or appeared in the courts for or on behalf of Government Departments/ PSUs/ Banks/ Autonomous Body/ CFTIs directly during the last three Financial Years ending March 31, 2023 (2020-21, 2021-22, 2022-23). Documentary Evidence for the same may be enclosed.
5. The bidder should be on the panel of at least 2 Government Departments/ PSUs/ Banks/ Autonomous Body/ CFTIs during the last one financial year i.e. 2022-23. Documentary Evidence for the same may be enclosed.
6. The bidder should have successfully handled at least five cases for Government/PSU/ Autonomous Bodies etc. during the last three financial years out of which two cases should be in High Court. The decision in these cases should have gone in favour of the party represented by the bidder.
7. The minimum annual turnover of the bidder in last three Financial Years ending March 31, 2023 (2020-21, 2021-22, 2022-23) should be at least ₹1 Crore per financial year for legal services.
8. The bidder must be a registered entity in India having office /branch in the district of Indore for the last two years (at least) as on the Bid closing date. Copy of the certificate issued by Registrar of Companies OR the Registration Certificate issued by Bar Council OR Lease Deed/Utility Bill etc. may be furnished as documentary evidence.
9. The bidder should hold a valid PAN and GST/Service tax number. Attach copies of the same.
10. The bidder must give an undertaking that it has not been banned/ blacklisted/ de-listed by any organization/ government agency/ quasi-government agency/ PSU/ Autonomous Body to participate in their tenders for empanelment in the last 05 years and no bankruptcy/ liquidation proceedings have been initiated against it by any entity/ government or quasi-government agency or PSU.

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

Scoring Methodology

Sl. No.	Particulars	Documents Required	Score
1.	Registered Office at Indore Municipal Limit for the last 02 years	Copy of latest Telephone Bill/ Electricity Bill	Indore Municipal Limit – 10 Others 05
2.	Experience in dealing cases in any Court in India	Relevant documents in support of claim with self-certification including Form IV to be submitted.	10 yrs – 06 >10 to 12 yrs – 08 >12 yrs – 10
3.	Be on the panel of at least 2 Government Departments/ PSUs/ Banks/ Academic Institutes/ CFTIs during the last one financial year i.e. 2022-23	Letter from the concerned Government Departments/ PSUs/ Banks/ Autonomous Body/ CFTIs	2 panels – 06 >2 to 5 panels – 08 > 5 panels – 10
4.	Successfully handled at least five cases for Government/ PSU/ Autonomous Bodies etc. out of which two cases should be in High Court during the last three financial years i.e. 2020-21, 2021-2022 and 2022-2023.	Relevant documents in support of claim with self-certification including Copies of Court Case judgement should be submitted	2 cases in HC – 06 3 cases in HC – 08 4 or more cases in HC – 10
5.	Minimum annual turnover of the bidder in the last three Financial Years ending March 31, 2023 (2020-21, 2021-22, 2022-23) should be at least ₹01 Crore per financial year for legal services.	(a) Certificate issued by a practicing Chartered / Cost Accountant Firm, with membership number, certifying the Annual Turnover and nature of business. (b) Audited Balance Sheet and Profit & Loss account.	The average annual turnover would be taken for calculation. 03 Cr – 06 >03 to 05 Cr – 08 >05 Cr – 10
6.	Performance Certificate from any 2 Government Departments/ PSUs/ Banks/ Autonomous Body till the preceding month of issue of Tender from current employers.	Relevant documents in support of claim with self-certification including Form IX to be submitted.	Excellent - 10 Very Good - 08 Good - 06 Fair - 00 (marks are for each certificate subject to a max of 2 certificates)
7.	Submission of all documents along with supporting evidence as per Section-V, Part – I (No marks would be awarded, if any one of the documents with supporting evidence is missing or incomplete)		10
Total Technical Marks (X)			80

1. The **minimum score** for qualifying in the technical evaluation is **50** out of **80**, considered as **X**. Tender of Bidders who are unable to achieve the minimum score in the technical evaluation, as mentioned above, will be rejected.
2. Bidders who achieve the minimum score or above in the technical evaluation will only be called for presentation. **Bidders who do not respond or come for the presentation will be disqualified.** The presentation will be awarded marks on a scale of **20**, considered as **Y**.
3. The Technical Bid Score will be a total of marks obtained in technical evaluation and presentation, as mentioned below:

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

4. Subsequently, financial bids of only those bidders will be opened who have scored the minimum score or above in technical evaluation and attended the presentation.
5. **Evaluation of Financial Bid:** The rates quoted by the bidders as per the Financial Bid Format will be evaluated and compared. Lowest Rate i.e. L1 for each serials/ description as provided in Financial Bid Format would be given maximum score and subsequent higher rates would be scored by reducing 10% of maximum score till L5 i.e. L1-100%, L2-90%, L3-80%, L4-70%, L5 & above-60%. The numerical value arrived so would be considered for two decimal places. The summation of scores of all serials/ description will be considered as Financial Score. The bidder having maximum Financial Score will be named M1 and others would be named M2, M3 and so on in the descending order. The bids will then be awarded a **Financial Bid Score (FBS)** as per below table:

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

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

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

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

अनुभाग 6 /SECTION VI
वित्तीय बोली / Financial Bid

Schedule of price bid in the form of BOQ format (Form 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/859/D/2022-23 for "Empanelment of Legal Services for IIT Indore"

Dear Sir,

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

F.Y 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

Name:

Place:

Designation:

Contact No.:

Company Seal

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:

Authorized Signatory

Name:

Place:

Designation:

Contact No.:

Company Seal

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 Legal Services for IIT Indore"

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:

Authorized Signatory

Place:

Name:

Designation:

Contact No.:

Company Seal

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 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 to be 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 Legal Services at 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**परफॉर्मेंस सिक्योरिटी प्रारूप/ Performance Security Format***(To be submitted on Service Provider/ Company Letterhead)*To,
.....

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

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

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

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

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

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

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

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

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

Seal:

Name & address of the Bank
Address of the Branch:
Phone No.:
E-mail ID:.

पृष्ठ 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

(Applicable only for purchases above 1 crore)
(To be submitted on Service Provider/ Company Letterhead)

प्रपत्र XII / FORM XII

INTEGRITY AGREEMENT

(To be signed by the bidder and same signatory competent / authorized to on behalf of IIT Indore)

This Integrity Agreement is made at on this day of..... 20.....

BETWEEN

IIT Indore, represented through Registrar, IIT Indore (hereinafter referred as the 'Principal/Owner', (Address of Division) 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns

AND

Name and Address of the Individual/firm/Company) through (hereinafter referred (Details of duly authorized signatory) to as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns

Preamble

WHEREAS the Principal/ Owner has floated the Tender (NIT No.....) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract forat IIT Indore." (Name of work) hereinafter referred to as the "Contract". AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/ Owner

1. The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/ Owner, personally or through any of his / her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/ Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/ Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
2. If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PoC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s) / Contractor(s)

3. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or coercion or collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract
4. The Bidder(s)/ Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or service provider, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - (c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PoC Act. Further the Bidder(s) / Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal / Owner as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly, Bidder(s) / Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
5. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
6. The Bidder(s)/Contractor(s) will not, directly or through any other person or service provider indulge in fraudulent practices means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
7. The Bidder(s)/Contractor(s) will not, directly or through any other person or service provider use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal /Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2. **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
3. **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal / Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country conforming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
2. If the Bidder makes an incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.
2. The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
3. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

1. This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 6 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.
2. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority of IIT Indore.

Article 7: Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board Resolution.

4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. It is agreed that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8: Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard to any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
Assistant Registrar (MMS), IIT INDORE
Date & Place:

.....
BIDDER Signature with Seal
Date & Place:

WITNESSES:

1. (Indentor)
(Signature, name and address)
2.
(Signature, name and address)

WITNESSES:

1.
(Signature, name and address)
2.
(Signature, name and address)

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

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

Lowest Rate i.e. L1 for each serials/ description as provided in Financial Bid Format would be given maximum score and subsequent higher rates would be scored by reducing 10% of maximum score till L5 i.e. L1-100%, L2-90%, L3-80%, L4-70%, L5 & above-60%. The numerical value arrived so would be considered for two decimal places.