



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

**Bidding Documents for  
Engagement of IPR Firm to represent IIT Indore, it's  
constituents, and associates on IPR matters  
Document to be submitted online  
for  
(Technical & Financial Bid as per Schedule of requirement)**

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



भारतीय प्रौद्योगिकी संस्थान, इंदौर  
सिमरोल, खंडवारोड, भारत, पिन- 453552

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### TENDER DOCUMENT FOR E-PROCUREMENT

Online bids through open tender under two bid systems are invited on behalf of IIT Indore for providing complete IPR services like filing, prosecution, maintenance, opposition, restoration, and infringement for Patents, Design, Trademark, Copyright, Technology Transfer etc. for all the applications already in process and for all fresh applications. The details of the tender are appended in the succeeding pages) at Indian Institute of Technology, Indore with "PART A" as Technical Bids and "PART B" as Financial Bids.

The details are as follows:

Sl. No.	Name of the Item	NIT No.	EMD
01.	Engagement of IPR Firm to represent IIT Indore, it's constituents, and associates on IPR matters	361	Rs. 15,000.00 (Rupees Fifteen Thousand Only) Online EMD Submission: Bidder can submit their EMD online by visiting the below link: <a href="https://www.onlinesbi.sbi/sbicollect/collecthome.htm">https://www.onlinesbi.sbi/sbicollect/collecthome.htm</a>

#### 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.

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 3551/3580/3592 Email: [mms@iiti.ac.in](mailto:mms@iiti.ac.in)

Assistant Registrar  
MM Section, IIT Indore  
(सामग्री प्रबंधन विभाग)  
Assistant Registrar  
(Materials Management Section)

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**CHAPTER- 1**  
**SCHEDULE OF TENDER**

Sl. No.	Event	Date and Time/ Remarks
01	Commencement of Downloading of Tender Document	December 07, 2022 <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	December 07, 2022, to December 10, 2022, up till 05:00 pm
03	Date & Time of Pre-Bid Meeting #	December 12, 2022, at 03:00 pm
04	Venue for Pre-Bid Meeting	Materials Management Section 4th Floor, Abhinandan Bhawan (West Wing) Indian Institute of Technology, Indore Khandwa Road, Simrol, Indore-453552,
05	Date of Pre- Bid Report upload at CPP Portal and Institute Website	December 14, 2022
06	Bid Submission Start Date	December 15, 2022,
07	Last date & Time of Submission of Bids Online (Technical and Financial Bid)	December 30, 2022, up till 03:00PM, (IST) Please refer NIT Documents
08	Date & Time of Opening of Technical Bids	December 31, 2022, at 03:00 PM, (IST) 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 3551/3580/3592 Email: mms@iiti.ac.in
10	For any assistance required	CPP Portal website: <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> CPP Portal Help Desk Toll-Free No.: 18002337315, 180030702232

**# Note:**

- 1) Pre-bid meeting is essential for vendors to attend for better comprehension of the Institute's requirements.
- 2) Prospective bidders are advised to submit their doubts/questions/clarifications as per Annexure-VIII, if any, bearing tender no., title and marked "Queries for Pre-Bid Meeting" through Mail, (Mail ID: mms@iiti.ac.in & dushyant@iiti.ac.in) as per the schedule mentioned above.
- 3) If the tender doesn't open on the above-mentioned date, because of any unforeseen circumstances, then the next working day will be considered as the tender-opening date.

  
 Assistant Registrar  
 MM Section, IIT, Indore  
 Assistant Registrar  
 (Materials Management Section)

**CHAPTER-2**  
**INSTRUCTIONS TO THE BIDDERS**

1. The tender shall be submitted in accordance with these instructions and any tender not conforming to the instructions as under is liable to be rejected. These instructions shall form the part of the tender and the contract.
2. For Online Bid Submission as per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)). The bidders are requested to submit the copies of their bids electronically (digitally) on CPP Portal, using valid Digital Signature Certificates. More useful information regarding submission of the online bids is available/obtained at [URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app) on the CPP Portal.
3. The Bidders are requested to read and tender document carefully and ensure all the compliance with instructions herein. Non-Compliance of the instructions contained in this document may disqualify the bidders from the tender process.
4. **For Registration:** Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
5. Foreign Bidders have to refer "DSC details for foreign Bidders" for Digital signature Certificates requirements which comes under Download Tab at <http://eprocure.gov.in/eprocure/app?page=Standard Bidding Documents &service=page> and the remaining part is same as above and below.
6. While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected. If any tenderer stipulate any condition of his own, such conditional tender is liable to be rejected.
7. IIT Indore reserves the right to reject any tender/bid wholly or partly without assigning any reason/justification to any.
8. The Technical Evaluation Committee constituted by the IIT Indore shall have the right to verify the particulars furnished by the bidder independently.
9. Tenderer shall take into account all costs including Cartage, Freight, Installation, Commissioning, Testing and Training etc. of material at site i.e. IIT Indore before quoting the rates. In this regard no claim for any extra payment/work for any reason shall be entertained.
10. The item should be delivered at IIT Indore, Khandwa Road, Simrol, Indore PIN 453552 and the supplier shall be responsible for any damage/casualty during the transit of goods.
11. All the tender documents & price bid to be uploaded as per this tender are to be digitally signed by the bidder.
12. The Bidder(s) may note that ONLINE BIDS will ONLY be accepted. All the requisite supporting documents mentioned in the bid document must be uploaded On-line <http://eprocure.gov.in/eprocure/app>. **The Bids sent through FAX, E-mail, by hand and/or by any post/courier shall not be accepted/ processed, in any case.**
13. The bidders may submit duly filled and completed bidding document ONLINE as per instructions contained in the bidding documents Incomplete bid shall be liable to be rejected. The conditions of tender shall be governed by the details contained in complete bid document.
14. In case, holiday is declared by the Government on the day of opening the bids, the bids will be opened on the next working day at the same time. The IIT Indore reserves the right to accept or reject any or all the bids at any stage.
15. The detailed instruction for online submissions of bid(s) through e-procurement module of Central Public Procurement of NIC, the bidder(s) may visit following link:- <http://eprocure.gov.in>

**Assistant Registrar (MM)**

### CHAPTER - 3 INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

#### REGISTRATION

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

#### SEARCHING FOR TENDER DOCUMENTS

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

#### PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum/prebid report published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor valid certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

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



**SUBMISSION OF BIDS**

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

**ASSISTANCE TO BIDDERS**

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

**GENERAL INSTRUCTIONS TO THE BIDDERS**

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

**Online Bid Form**

The bidder shall complete the online bid form and the appropriate price schedule furnished in the online bidding documents, indicating, inter alia for the services to be provided.

**Online Bid prices**

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

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

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

  
Assistant Registrar  
MM Section, IIT Indore  
Assistant Registrar  
(Materials Management Section)



**CHAPTER- 4**  
**GENERAL TERMS AND CONDITIONS**

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 on a case-to-case basis as required by IIT Indore. 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: Two- Bid through Online Mode.**
  - (a) **Technical Bid:** Technical bid will be opened on the due date for technical evaluation of bids. The technical evaluation matrix will be uploaded on CPP Portal for intimation to the firms. The technically disqualified firms can represent disqualification within a week of uploading of technical evaluation matrix on the CPP Portal. **Non- representation within the stipulated time the tender will be processed further, and no representation will be accepted thereafter.**
  - (b) **Financial Bid:** The financial bids of technically qualified responsive bidders 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:** Pre-Bid meeting specified as mentioned date and time in Time Schedule of this document. The purpose of the meeting is to answer the queries of the prospective bidders on the technical bid and commercial terms and conditions of this tender. In view of the above, prospective bidders are advised to submit their doubts/questions/clarifications as per Annexure-VIII, if any, bearing tender no., title and marked "Queries for Pre-Bid Meeting" through Mail, (Mail ID: [mms@iiti.ac.in](mailto:mms@iiti.ac.in) & [dushyant@iiti.ac.in](mailto:dushyant@iiti.ac.in)) as per the schedule mentioned in the chapter-1. Any modification of the bidding documents which may become necessary as a result of the Pre-Bid meeting shall be made known to all the prospective bidders by the Evaluation Committee through a notification of amendment on the website of the IIT, Indore, and CPP Portal no queries will be entertained beyond the date of pre-bid meeting.
5. **Bid Submission:** Bidders are requested to submit the bids after the issue of minutes of the pre-bid meeting duly considering the changes made if any, during the pre-bid meeting. Bidders are totally responsible for incorporating/complying with the changes/amendments issued if any during pre-bid meetings in their bid. All two parts of the bid shall be submitted online on <http://eprocure.gov.in/eprocure/app>. **The Bids sent through FAX, E-mail, by hand and/or by any post/courier shall not be accepted/ processed, in any case.**
6. **Late Bids:** IIT Indore shall not be responsible for non-receipt bid due to internet issues or any other reasons.
7. **Bid Validity:** The bids shall be valid for a period of **180 days** from the date of opening of the tenders.
8. **Modification and withdrawal of bids:** No bid can be modified subsequent to the deadline for submission of bids. No bid can be withdrawn after the deadline for submission of bids and the expiration of the period of bid validity.
9. **Opening of Tenders:** The decryption of the bids would be done as specified schedule mentioned in the tender document on the Central Public Procurement Portal. In the event of the specified date of Bid opening being declared a holiday for the IIT, Indore the Bids shall be opened at the appointed time and location on the next working day. In two-parts bidding, the financial bid shall be opened only for those who qualified in the technical evaluation stage by the committee.

**10. Bid Security (EMD):**

- a) Earnest Money Deposit (EMD / Bid Security (BS) has to 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 of Industrial Policy & Promotion (DIPP).**
- b) In such case, a copy of the valid certificate showing registration with the abovementioned institutions to be uploaded in Cover-I of the e-tender in PDF format.
- c) In case the unit is not covered as above, the EMD should be submitted online via <https://www.onlinesbi.sbi/sbicollect/icollecthome.htm> and the payment reference should be attached in PDF with Cover I.
- d) The EMD will be returned to the unsuccessful bidders after the order (s) are placed with the successful technically qualified L-1 bidder.
- e) The EMD will be forfeited if the technically qualified L-1 bidder fails to accept the order based on his/her offer/bid or fails to supply the items.
- f) No interest will be payable by the Purchaser on the Earnest Money Deposit. **The earnest money of all the unsuccessful tenderers will be returned to them after the finalization of order or immediately after the completion of the validity of the bid.** The Earnest Money 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 supply the item as per Purchase Order (PO) terms and conditions within the stipulated period, the earnest money shall be liable to be forfeited by IIT Indore.

**11. Preliminary Examination:** The technical evaluation committee shall examine the bids to confirm that all documents and technical documentation requested in Chapter-6 have been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing, the offer shall be liable to be rejected.

(a) Technical Bid and Price Bid,

(b) All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, are to be treated as unresponsive and shall be ignored.

**12.** The financial offer/bid will be opened only for the offer/bid which submits all the required necessary documents and is verified by the technical committee as technically qualified bidder as per the Tender.**13. Bid Evaluation Procedure:** For the purpose of selection of the bidder, a two-stage bidding process will be followed.

- i. The response to the tender should be submitted in two parts viz. Technical Bid & Commercial Bid.
- ii. Evaluation will be done strictly on Pre-Qualification and Technical criteria as mentioned chapter 5 & 6. If required, the committee may invite the bidders to demonstrate the specification, features of the quoted item as part of the technical evaluation.
- iii. **Award Criteria:** The Purchaser reserve the right to award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- iv. **Purchaser's Right to vary Quantities at Time of Award:** The Purchaser reserves the right at the time of Contract award to increase or decrease the stated services originally specified in the tender without any change in unit price or other terms and conditions. The Purchaser reserves the right to accept or reject any bid at any stage and to annul the bidding process and reject all bids at any time prior to the award of Contract.

- v. **Purchaser's right to accept Any Bid and to reject any or All Bids:** The Purchaser reserves the right to accept or reject any bid at any stage and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.
- vi. **Notification of Award:** Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or e-mail that the bid has been accepted and a separate purchase order shall follow through post.
- vii. **Signing of Contract:** The IITI shall send the successful Bidder the Service Order. Within 05 (Five) days of date of the Service Order, the successful Bidder shall sign, date, and return it to the IITI.
- viii. **The contract shall be awarded for an initial period of 01 years and may be further extended by two year on mutual consent, as may be decided on same rates, terms and conditions if performance of the IPR firm is found to be satisfactory.**
- ix. **Order Acceptance:** The successful bidder should submit offer acceptance within 14 days from the date of issue of order/signing of contract, failing which it shall be presumed that the vendor is not interested, and his bid security is liable to be forfeited
- x. **Place of Service Schedule:** IIT Indore, Simrol, Khandwa Road, Indore – 453552 and should be delivered within given schedule.
- 14. Conflict of Interest among Bidders/Agent:** The 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:
- They have controlling partner (s) in common; or
  - They have or have received any direct or indirect subsidy/financial stake from any of them; or
  - they have the same legal representative/agent for purposes of this bid; or
  - They have a 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
  - Bidders participate in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/subassembly/assemblies from one bidding manufacturer in more than one bid.
  - Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
  - In case of a holding company having more than one independent units, or more than one unit having common business ownership/management, only one unit should be quoted. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/ management units in same/similar line of business
- 15. 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.
- 16. Payment:** No advance payment will be made in any case. The bills for the services rendered shall be forwarded by the firm along with details of services provided and statutory fee paid (copy of receipt to be provided), if any, with particular mention of the patent reference id. The bills shall be verified by the concerned authority. The payment will be released after statutory deductions within 30 days. For the payment, the firm has to submit the Supplier's. to the Assistant Registrar MM Section, IIT Indore.
- 17. Performance Security:** Within Thirty Days (30) days from the date of signing contract, the firm must submit performance security of Rs. 50,000/- from an Indian Scheduled Bank. The bank guarantee shall be valid upto **sixty (60) days** from the end of contract. No interest will be payable by the Purchaser on the Performance Security deposited.
- 18. 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.

19. **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.**
20. **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.
21. 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.
22. 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.
23. The firm may give any of their commercial terms, if required, in their techno-commercial offer only, and price quotation should contain only the price.
24. Please inform the IIT Indore in writing whether the owner of the firm or any of their partners/employees has close relations working with IIT Indore. This is for record only.
25. IIT Indore **reserves the right to modify/alter/insertion or deletion on any part of the tender document to ensure fulfillment of its services requirement at any stage.**
26. The instructions about bidding given in this advertisement and the Tender Documents should be read thoroughly before bidding. IIT Indore reserves the right to accept or reject any or all quotations at any stage without assigning any reason whatsoever it may be.
27. **Breach of Terms and Conditions:** IIT- Indore 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 with Terms and Conditions and Breach of the Contract, No compensation will be paid towards the progress of order/procurement.
28. **Cancellation of contract:** Notwithstanding any other provisions in this contract, IITI reserves the absolute right to terminate the contract forthwith, if it is found that the continuation of the contract is not in the public interest or the performance is not as per the requirement of IITI. The contractor is not eligible for any compensation or claim in the event of such cancellation. If at any later date, it is found that the documents and certificates submitted by the Contractor are forged or have been manipulated, the work order issued to the Contractor shall be cancelled and Security Deposit issued to the IITI shall be forfeited without any claim whatsoever on IITI and the contractor is liable for action as appropriate under the extant laws.
29. **Governing Law:** The order placed will be a contract between the supplier and the buyer and shall be governed by the LAWS of India and under the contract shall be taken by the parties only in Indore, India to competent jurisdiction. All Domestic and International disputes are subject to Indore's jurisdiction only.

**Note** – Non-compliance of the above-mentioned points may disqualify your offer for further consideration.

**CHAPTER- 5**  
**Pre- Qualification Criteria**

Sl No	Description	Eligibility Criteria	Supporting Documents Required
01.	General and past experience	<p>i. The bidder Law Firm should be either a partnership firm, Limited Liability Partnership (LLP) or a registered company.</p> <p>ii. The office of the bidder firm should be located in Indore.</p> <p>iii. The bidder firm should have experience of 10 years in providing legal consultancy services and handling cases up to the level of the High Court and Supreme Court.</p> <p>iv. All the Partners of the said firm should have a valid Enrolment Certificate from the concerned Bar Council.</p> <p>v. The bidder Law Firm should have a valid PAN and GST Number.</p> <p>vi. The bidder Law Firm should be on the panel of at least one Government Department/PSU/Autonomous Body from the past Two years i.e. 2019-2020 and 2020-2021.</p> <p>vii. The bidder Law Firm should not have been Blacklisted/debarred by any Institution of the Central or State Government, Govt. Departments/PSUs/Autonomous Bodies or concerned Bar Council in the last Five years and no bankruptcy/liquidation proceedings have been initiated against it by any entity/government or quasi-government agency of PSU.</p> <p><b>Note:- Preference will be given to the Firms having experience with IITs/NITs/IISERs</b></p>	Relevant documents in support of the claim with self-certification are to be submitted.
02.	Capability	<p>The bidder Law Firm should have experience of successfully handling of at least 10 Court Cases i.e. 5 (five) cases of High Court and remaining 5 (five) belonging to other courts/tribunals for or on behalf of Government Departments/PSUs/Autonomous Bodies in the last Two years i.e. 2019-2020 and 2020-2021</p>	Relevant documents in support of claim with self-certification to be submitted.
03	Financial Standing	<p>(i) The bidder Law Firm should have a minimum Annual Turnover of Rs. Fifty Lakhs from legal services in any one of the last three preceding financial years i.e. 2018-2019, 2019-2020, 2020-21 and 2021-22</p> <p style="text-align: center;">Or</p> <p>Rs. Forty Lakhs in at least two of the last three preceding financial years i.e. 2018-2019, 2019-2020, 2020-21 and 2021-22</p>	Relevant Copies of audited Balance sheet, Profit & Loss and certificate issued by C.A. to be submitted with self-certification.

		Or Rs. Thirty Lakhs in all the three preceding financial years i.e. 2018-2019, 2019-2020, 2020-21 and 2021-22	
		(ii) Bidder firm should not have suffered any financial loss for more than one year during the last three financial years ending 31.03.2021.	

(i) Details of Experience: Should be furnished in the following format - till 31.10.2022 only:

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

(ii) Bidders are requested to provide the details of the patent Application, Design Application, Copy Right, Trademarks, Geographical Indications, Protection of IC layout design, New Plant Variety, and others as per format.

Year	2017-18	2018-19	2019-20	2020-21	2021-22
Filed					
Examined					
Granted					
Disposal					

(iii) Bidders are requested to provide the data about the field\* in which they have filed the most no. of patents in the last 5 years ( )

Year	2017-18	2018-19	2019-20	2020-21	2021-22
Filed					
Examined					
Granted					
Disposal					

- \*(A) Chemistry
- (B) Civil Engineering
- (C) Computer Science & Engineering
- (D) Mechanical Engineering
- (E) Metallurgy Engineering & Material Science
- (F) Physics
- (G) Biosciences & Biomedical Engineering
- (H) Astronomy, Astrophysics, and Space Engineering

Note: Non-Compliance with any of the above conditions by the bidders will be tantamount to non-eligibility for which tender has been floated and its bid shall be liable to be rejected summarily.

Signature & Seal of Bidder

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

1. The Tenderer shall upload a self-declaration on their letterhead as PDF file in Cover-I of the e-tender, along with the tender documents, confirming that they are the 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 the date of completion of the work.  
**Note:** Copy of the work order and/or self-certified certificate will not be accepted as a 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.
3. PAN details of the firm have to be indicated along with a certified copy.
4. An affidavit, in original, duly certified by a Notary that the Partners of the firm or sole proprietor or Company as the case may be, has never been black-listed and the name of the firm or company has not been changed.
5. An affidavit, in original, duly certified by a Notary that there is no police case/vigilance enquiry pending against the Partners of the firm or sole proprietor or Company as the case may be, and that he has never been punished by any Hon'ble Court.
6. All pages of the tender document should be duly signed & sealed by the tenderer and the document should be submitted in sealed condition.
7. Failure to comply with these conditions renders the tender/bid automatically disqualified. The original documents should be produced for verification at any stage of the tender process as and when sought, failing which; the bids are liable for disqualification.
8. 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.
9. The company/Agency will submit an undertaking (as per Annexure "D") regarding the compliance of the above with certified copies of the 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)



**CHAPTER- 7**  
**Financial Bid**

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

Sr. No.	Item (Patent)	Price Inclusive GST
1	Drafting and filing of patent application with provisional specification, complete specification, divisional application and/or patent of addition. This includes filing of all necessary forms irrespective of time of filing with free discussion	
2	Drafting and filing of complete specification after filing provisional specification with all necessary forms.	
3	Making request for filing patent outside India (Form 25)	
4	Seeking permission from National Biodiversity Authority (NBA) for filing IP application under section 6 of The Biological Diversity Act including filing Form-III etc with NBA and related action till NBA permission is obtained	
4A	further discussion and consultation charges regarding NBA formalities and seeking further clarifications (each hour)	
5	Discussion with inventor per hour at attorney's office, once Sr. 1&2 completed without any charges	
6	Extension of time where Government Fees is also applicable	
7	Reporting official action including FER, SER etc, Amending specification and re-filing in response to FER, SER etc (one-time billing irrespective of iterations) including reporting and providing certificate of Patents	
8	Discussion/ hearing at Patent Office during prosecution of application per appearance	
8A	1. Filing a detailed written submission against the objections raised by the examiner 2. Further amendments of claims/specification 3. Reviewing and Attending formal requirements	
9	Attending to renewals and sending renewal certificate per year	
10	Attending to restoration of lapsed patent, filing petition and attending to payment of fees (Form 15)	
11	Working of patents: each report of working under section 146 (Form 27)	
12	Drafting assignment deed form	
13	Filing application for registration for assignment /license (Form 16) (a) One patent (b) each additional patent included at the same time in the same deed	
14	Drafting and Filing pre-grant opposition (for or against)	
15	Drafting, Filing and prosecuting Post Grant opposition (for or against)	

15A	Prosecuting oppositions (Incl. Pre-grant and post-grant) Per hour charges for drafting reply, written submission and filing documents	
16	Attending hearing per day at patent office in the city of the attorney's office	
17	Attending hearing per day at patent office not in the city of attorney's office	
18	Drafting of infringement/revocation suit (initiating revocation/infringement or defending revocation/infringement one time billing other than hearing) for Foreign patent only	
19	Representation charges (In Court)	
20	Any other charges, if any (like legal opinion etc)	
21	Consultation charges each hour or part	
22	Prior art search report for novelty, inventiveness and utility	
23	Filing of foreign patent applications	
24	Filing of a patent application in each country patent (can be as a percentage of foreign associates bills)	
25	Charges for prosecuting each application till grant of patent including all desired action (can be as a percentage of foreign associates bills)	
25A	1) Reporting an office action 2) 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	
26	Charges for renewal each year (can be as a percentage of foreign associates bills)	
27	Preparing and filing a new PCT application and all necessary actions including amendment etc under article 19 / Preliminary examination.	
28	Filing national phase applications including changes in the claims if necessary. Charges application as per item 9 only.	

## Section II : Designs

1	Application	
1.1	Application for registration per class based with all essential form including (Form 1, Form 2 and Form 21)	
1.2	Prosecution of design application till registration certificate is provided to applicant	
2	Restoration of lapsed design (Form 4)	
3	Notice of opposition (Form 19)	
4	Request for any Action such as correction of clerical errors (Form 14)	
5	Request for any Action such as certified copies (Form 15 and Form 16)	
6	Appearance any Action such as charges per appearance before patent office	

7	Any Action such as inspection of registered design (Form 5)	
8	Filing of foreign design applications	
9	Charges for prosecuting each application till registration of design (can be as a percentage of foreign associates bills)	
10	Charges for renewal each year	

**Section III : Copyright**

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

**Section IV : Trademarks**

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

**Section V : Geographical Indications**

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

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

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

**Section -VII New Plant Variety**

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

4	Any Other Charges	
---	-------------------	--

**Section - VIII Technology Transfer\***

1	Technology transfer Services: This may include the following activities: Preparation of technology briefs marketing brochures Outreach, primarily to the industries, start-ups, and SMEs Negotiation and closure of the deals signing of the agreement	
2		
3		
4		

**Section – IX Non-Disclosure Agreement**

1	Preparation, Closure of the deals signing of the agreement	
2		
3		
4		

**Section – X Any other Item/Charges not mentioned above**

1		
2		
3		
4		

**\*Note: Section VIII is an optional service. Firms who have these capabilities can also apply for these services. However, the firm who do not have these capabilities can apply for the other services & services under section VIII will not affect their selection/rejection in any way.**

**Note:**

1. Firm should submit the Price bid on Firm's/ Company Letterhead
2. Taxes, statutory levies, if any will be paid as rules in force from time to time.

Date:

Signature of the Tenderer with Seal & Address

**Annexure-I**  
**LIST OF DOCUMENTS TO BE UPLOADED WITH TECHNICAL BID**

**Documents details to be mandatorily submitted:**

Sl. No.	Particulars	Details
1.	Name of Firm/Tenderer/Company (in block letters	
2.	Permanent Address & Telephone No.	
3.	Full Postal Address, Telephone/Fax No./E-mail:	
4.	Details of infrastructure, persons employed and number of offices/branches available (attach separate sheet).	[Attach as enclosure & refer here]
5.	EMD Submission Online reference	[Attach as enclosure & refer here]
6.	Firms Incorporation certificate	[Attach as enclosure & refer here]
7.	Enrolment Certificate from the concerned Bar Council for all the partners of the Firm	[Attach as enclosure & refer here]
8.	PAN No.	[Attach as enclosure & refer here]
9.	TAN/Professional Tax, Sales Tax, and Service Tax Registration. Nos. (enclose photocopies)	[Attach as enclosure & refer here]
10.	Income Tax Return (last three years),	[Attach as enclosure & refer here]
11.	An affidavit duly certified by a Notary that the Partners of the firm or sole Proprietor or Company has never been blacklisted or changed the name of the firm (in original). <i>The Notary should be self-attested.</i>	[Attach as enclosure & refer here]
12.	An affidavit duly certified by a Notary that the Partners of the firm or sole Proprietor or Company is/are not involved in any Police Case/ Vigilance enquiry pending or have ever been punished by any Hon'ble Court (in Original). <i>The Notary should be self-attested.</i>	[Attach as enclosure & refer here]
13.	The Signed copy of NIT	[Attach as enclosure & refer here]
14.	Acceptance Certificate	[Attach as enclosure & refer here]
15.	Letter of Consent	[Attach as enclosure & refer here]

Date:

Signature of Tenderer,  
Seal & address

**Note:** All the statement copies of the certificates, documents, etc., enclosed shall be given page numbers on the right corner of each certificate.

**Annexure-II**  
**BIDDER'S INFORMATION**  
 (To be submitted on Firm/Company Letterhead)

<b>Details of Bidders</b>		
1.	Registered Name of the Bidder	
2.	Year of Establishment	
3.	Udyog Adhar Memorandum, if MSEs	
4.	Registered Address of the Bidder	
5.	Status of the Company (Public Ltd./Pvt Ltd.)	
6.	Company single or consortium	
7.	Valid GST Registration No. with GST Registration State Name	
8.	Details of the Incorporation of the Company	
9.	Permanent Account No.(PAN)	
10.	Name and Designation of the Contact Person	
11.	Contact No. Email Address of the Contact Person	
12.	<b>Bank Details of the Agency:</b> Bank Name Name of the Branch Branch Code Bank Address Bank Type of Account Account Number NEFT/IFSC Code RTGS Code 9 Digit MICR Code	

\_\_\_\_\_  
 (Signature of the Tenderer)

Company Seal:

Date:

**Annexure-III  
CLIENT DETAILS**

(To be submitted on Firm/Company Letterhead)

To,  
The Assistant Registrar  
Materials Management Section  
I.I.T. Indore,  
Simrol, Khandwa Road  
Indore –  
453 552.

Date :

**Sub: NIT No. IITI(MM)R&D/1/1A/361/RJP/2022-23 dated Dec 07, 2022, for “Engagement of IPR Firm to represent IIT Indore, it’s constituents, and associates on IPR matters”**

Dear Sir,

Brief particulars of the similar work done in government institutions: (Please attach copy of work orders for our reference)

Order Placed by (full add of client)	Order No. & date	Brief Description of similar work done Rate Contract with other Companies / govt organization	Value of order	Date of completion of contract	Contact Person along with Telephone No., Fax No. And email Address
1	2	3	4	5	6

\_\_\_\_\_  
(Signature of the Tenderer)

Company Seal:

Date:



**Annexure-IV**  
**TENDER ACCEPTANCE LETTER**  
(To be submitted on Firm/Company Letterhead)

To, \_\_\_\_\_

**Sub: NIT No. IITI(MM)R&D/1/1A/361/RJP/2022-23 dated Dec 07, 2022, for “Engagement of IPR Firm to represent IIT Indore, it's constituents, and associates on IPR matters”**

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: \_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein and I have no objection for any of the content of the bid document and I undertake not to submit any complaint/ representation against the bid document after submission date and time of the bid. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of bid.
3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We do hereby declare that we have quoted our firm rates inclusive of taxes if not mentioned extra.
7. I/We agree to hold this offer open until **180 days** and shall be bound to supply/commission/install/test the equipment and dispatch the same within the specified period.
8. I/We agree to supply and commission/install/test the equipment and complete the whole of the work and hand it over to the purchaser within the stipulated period, after receipt of intimation regarding acceptance of this tender/receipt of supply/service order.
9. I/We agree that in case if we fail to deliver the goods/complete the work/supply within the stipulated time, then institute has full power to compound the liquidity damages or forfeit the Bid Security/Security Deposit or any necessary action as deemed fit can be taken by the IIT Indore.
10. The articles shall be of the best quality and of the kind as per the requirement of the institution. The decision of the IIT Indore, India (hereinafter called the said officer) as regard to the quality and kind of article shall be final and binding on me. Should the said officer deem it necessary to change any article on being found of inferior quality, it shall be replaced by me/us free of cost in time to prevent inconvenience.
11. Bid security/Performance security 3% of the cost of the supply value shall be deposited by me in the form of FDR/Bank Guarantee in the name of Registrar, Indian Institute of Technology, Indore, India as attached herewith and shall remain in the custody of the Registrar till the warranty of the Contracted item/equipment plus two months.
12. I/We declare that no legal/financial irregularities are pending against the proprietor/partner of the bidding firm or manufacturer.
13. I/We undertake that the rates quoted by me when approved and selected by the IIT Indore will be valid for one year from the date of approval of the tender/Notification of award or till extended as mutually agreed upon. I undertake to supply the ordered equipment/stores within the stipulated period and if fail to supply order during the stipulated period the necessary action can be taken by the IIT Indore, India.

14. I/We undertake that if the rates of any items are lowered due to any reason, I will charge the lower rates.
15. I/We undertake that the items supplied are as per Demonstration/Catalog/technical literature description.
16. I/We undertake that the quoted rates are not higher than that approved in any other Govt. institutions in India for the same items during the current Financial Year.
17. Affidavit regarding No CBI Inquiry/FEMA/ Criminal proceeding/Blacklisting/debarring is pending or going on against the manufacturer/bidder firm is also enclosed. I undertake that I will not submit any irrelevant documents with the bid and in doing so I will not have any objection if my bid is rejected on that ground.
18. I/we do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other Govt. of State/Central/Institute/Department/PSUs. I/we also offer to supply the Equipment/stores at the prices and rates not exceeding those mentioned in the price bid.
19. I/We do hereby confirm that I/we aware about the provisions of "Make in India"/startup initiatives and directives regarding Price Preference Policy to Make in India Registered Bidders and I/We undertake for following the same as per directions of IIT Indore in respect of this E-Bid Enquiry.
20. I/We undertake to respect Anti-Profiteering Rule under GST Act 2017 of Govt. of India and will have mandatorily to pass on the benefit due to reduction in rate of tax to the IIT Indore by way of commensurate reduction in our prices. And if I/we will find a defaulter for following the above said rule (i.e. passing all the benefits of GST Tax Regime price reductions to IIT Indore), the IIT Indore have the right to initiate necessary action deemed fit as per GST Act 2017 against our firm.
21. I/we do accept/agree for all clauses including the onsite Warranty inclusive of all spares and labour etc. and after expiry of warranty period, the 5 years CMC for Equipment on approved rates and payment terms and conditions of this bid enquiry.
22. I/we have necessary infrastructure for the maintenance of the equipment and will provide all accessories/spares as and when required.
23. I/we also declare that in case of change of Indian Agent or for any other change. Merger, dissolution solvency etc. in the organization of our foreign principles, we would take care of the Guarantee/Warranty/Maintenance of the machinery/equipment and have provided written confirmation for the same.
24. I/we undertake to get the equipment repaired/replaced within 48 hours of the receiving of the complaint from the institute failing which a penalty of @ 1% of the cost may be recovered from the Bank Guarantee before releasing the same to us after completion period.
25. I/we undertake that, if as a result of post payment audit any overpayment is deducted in respect of any Supply/work done by our Agency or alleged to have been done by our Agency under this bid, it shall be recovered by the IIT Indore from our Agency.
26. I/we undertake ~~that~~ if any underpayment is discovered, the amount shall be duly paid to our Agency by the IIT Indore.
27. 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 IIT Indore.

(Signature of the Tenderer)

Company Seal:

Date

**Annexure-V**  
**DECLARATION REGARDING CLEAN TRACK**  
 (To be submitted on Firm/Company Letterhead)

To,  
 The Assistant Registrar  
 Materials Management Section  
 I.I.T. Indore,  
 Simrol, Khandwa Road  
 Indore – 453 552.

Date :

**Sub: NIT No. IITI(MM)R&D/1/1A/361/RJP/2022-23 dated Dec 07, 2022, for “Engagement of IPR Firm to represent IIT Indore, it’s constituents, and associates on IPR matters”**

Dear Sir,

I/we have carefully gone through the Terms & Conditions contained in the above-referred NIT.  
 I/we hereby declare that my company / firm is not currently debarred / black listed/convicted by any Government / Semi-Government Organizations / Institutions in India or abroad.  
 I/we further certify that I’m a competent officer in my company /firm to make this declaration.

Or

I/we declare the following

No.	Country in which the company is debarred / blacklisted / case is pending	Black listed / debarred by Government Semi Government Organizations / Institutions	Reason	Since when and for how long

In case the above information is found false I/we are fully aware that the tender/contract shall be liable to be rejected/cancelled by the IIT Indore and EMD / SD shall be forfeited.

In addition to the above, IIT Indore will not be responsible to pay the bills for any completed / partially completed work.

\_\_\_\_\_  
 (Signature of the Tenderer)

Company Seal:

Date:

(NOTE: In case the company/firm was blacklisted previously, please provide the details regarding the period for which the company/firm was blacklisted and the reason/s for the same)

**Annexure-VI**  
**DECLARATION OF ANNUAL TURNOVER AND**  
**INCOME TAX RETURN**

(To be submitted on Firm/Company Letterhead)

To,  
The Assistant Registrar  
Materials Management Section  
I.I.T. Indore,  
Simrol, Khandwa Road  
Indore – 453 552.

Date :

**Sub: NIT No. IITI(MM)R&D/1/1A/361/RJP/2022-23 dated Dec 07, 2022, for “Engagement of IPR Firm to represent IIT Indore, it’s constituents, and associates on IPR matters”**

Dear Sir,

I/we hereby declare that our firm’s Annual Turnover as follows, and I/we have also supported an Audited Accounts for your reference:

F.Y 2017-18	F.Y 2018-19	F.Y 2019-20	F.Y 2020-21	F.Y 2021-22

And,

I/we hereby declare that our firm had filed Income Tax Returns for last year’s i.e. F.Y. 2017-18, 2018-19, 2019-20, F.Y. 2020-21. & F.Y 2021-22. Supported by a copy of ITR of four years.

\_\_\_\_\_  
(Signature of the Tenderer)

Company Seal:

Date:

**Annexure-VII**  
**PRICE REASONABILITY CERTIFICATE**  
(To be submitted on Firm/Company Letterhead)

1. I/We \_\_\_\_\_ hereby certify that the prices quoted by us in our offer letter No.....are not higher than prices to any Government Department/PSU/Institution.
2. I/We further certify that I/We have not supplied or quoted for any item in the offer letter at prices lower than those quoted for the relevant items to any Government/Semi-Government/ Public/Institution within the period of 90 days preceding the last date of submission of the offer.
3. I/We hereby undertake that I/We will not supply or quote for any item in the offer letter at prices lower than those quoted for the relevant items to any Government/Semi-Government/ Public/ Institution/ within the period of validity of the offer.
4. I/We also undertake to bring the attention of the Authorities, any incidence of breach of any of the above paras within 30 days from the occurrence of the breach and further undertake to refund/reimburse the difference which may arise due to the breach of any of the above paras and I/We also understand that the decision of Authorities, regards to the determination of quantum payable shall be final.

\_\_\_\_\_  
(Signature of the Tenderer)

Company Seal:

Date:

**Annexure-VIII**  
**PRE-BID QUERY FORM/FORMAT**

**Name of the Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Email ID:** \_\_\_\_\_

**Contact No.:** \_\_\_\_\_

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

**Annexure-IX**  
**LETTER OF CONSENT**

To  
The Registrar  
IIT Indore

Date: \_\_\_\_\_  
Tender Ref. No.

**Name of Work: 'NIT No. IITI(MM)R&D/1/1A/361/RJP/2022-23 dated Dec 07, 2022, for "Engagement of IPR Firm to represent IIT Indore, it's constituents, and associates on IPR matters"'**

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

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

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

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

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

Signature of Tenderer(s) with Stamp, Address

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



## Annexure-X

Performance Report  
in  
Government/ Semi-Government/ Autonomous Organizations  
(To be issued by the organization where the facility is being provided)

1. Name of the Owner:
2. Name of the Company/Firm & Location:
3. Name of organization where 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. Performance Report: Please tick/circle the correct option

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

\_\_\_\_\_  
**Yours faithfully**

(Signature of the Tenderer)

Printed Name:

Designation:

Company Seal:

Business Address:

Date:

**Annexure-XI**  
**PERFORMANCE SECURITY FORMAT**

To,

.....  
**WHEREAS** ..... (name and address of the supplier) (hereinafter called "the supplier") 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 supplier 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 supplier such a bank guarantee:

**NOW THEREFORE** we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, 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 supplier 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 supplier(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 so made by us under this bond shall be a valid discharge of our liability for payment there under and the supplier(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 supplier 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 supplier 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:.

# THE HISTORY OF THE UNITED STATES

CHAPTER I

THE DISCOVERY OF AMERICA

THE EARLY SETTLEMENTS

THE REVOLUTIONARY WAR

THE FEDERAL GOVERNMENT

THE CIVIL WAR

THE RECONSTRUCTION PERIOD

THE PRESENT DAY

1