

Open Tender Ref. No: **IITH/EE/KIRAN/IPR/2021/O/T395**

Date: 27/10/2021

Indian Institute of Technology Hyderabad invites online bids (e-tender) in two bid systems, from the service providers registered in India for the following Services.

Description
Empanel of Law firm / attorney for filing IPRs

The Tender Document can be downloaded from <https://mhrd.euniwizarde.com>. OR Central Public Procurement (CPP) Portal <https://eprocure.gov.in/epublish/app> OR Institute website-<https://iith.ac.in/tenders>

The bid is to be submitted online only through the E-procurement portal of **<https://mhrd.euniwizarde.com>** up to the last date and time of submission of tender.

Schedule of Dates

S. No	Particulars	Date	Time
1	Date of Online Publication/Download of Tender	27/10/2021	16:00 Hrs
2	Bid Submission Start Date	27/10/2021	16:10 Hrs
3	Bid Submission Close Date	18/11/2021	11:00 Hrs
4	Opening of Technical Bids	18/11/2021	11:10 Hrs

No manual bids will be accepted. All quotation (both Technical and Financial) should be submitted online through E-procurement portal of **<https://mhrd.euniwizarde.com>**

Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support - Phone No. 011-49606060. Mail id: - helpdeskeuniwizarde@gmail.com

INSTRUCTIONS FOR ONLINE BID SUBMISSION

The Tender Document can be downloaded from <https://mhrd.euniwizarde.co>. OR Central Public Procurement (CPP) Portal <https://eprocure.gov.in/epublish/app> OR Institute website- <https://iith.ac.in/tenders>.

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

More information useful for submitting online bids may be obtained at: <https://mhrd.euniwizarde.com>

GUIDELINES FOR REGISTRATION:

1. Bidders are required to enrol on the e-Procurement Portal with clicking on the link "Online Bidder Enrolment" on the e-tender Portal by paying the Registration fee of Rs.2000/- +Applicable GST.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile. Or bidders can contact help desk for getting the DSC.
5. Only 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.
7. The scanned copies of all original documents should be uploaded in pdf format on portal <https://mhrd.euniwizarde.com>
8. After completion of registration payment, bidders need to send their acknowledgement copy on help desk mail id helpdeskeuniwizarde@gmail.com for activation of their account.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
2. Once the bidders have selected the tenders they are interested in, you can pay the form fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through e-mail in case there is any corrigendum issued to the tender document.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
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 formats. Bid Original documents may be scanned with 100 dpi with Colour 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, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.
5. These documents may be directly submitted from the "My Documents" 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.

SUBMISSION OF BIDS

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well 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 as a token of acceptance of the terms and conditions laid down by IIT Hyderabad.

3. Bidder has to select the payment option as “e-payment” to pay the tender fee / EMD as applicable and enter details of the instrument.
4. In case of Bank Guarantee (BG) bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official of IIT Hyderabad before the Online Opening of Technical Bid. In case of non-receipt of BG in original by the said time, the uploaded bid will be summarily rejected.
5. 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 rejected.
6. 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.
7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bid click “Complete” (i.e. after Clicking “Submit” in the portal <https://mhrd.euniwizarde.com>), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
9. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

For any clarification in using <https://mhrd.euniwizarde.com>

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 e-tender Portal in general may be directed to the Helpdesk Support.

Please feel free to contact euniwizard helpdesk (as given below) for any query related to etendering - Phone No. 011-49606060. Mail id: - helpdeskeuniwizarde@gmail.com/Mr.Vijay -08448288989/Mr.Gagan-8448288987

CHAPTER-1 INVITATION FOR TENDER OFFERS

Indian Institute of Technology Hyderabad invites online bids (e-tender) in two bid systems, from the service providers registered in India for the following Services

1. The Bidders are requested to give detailed tender in two Bids i.e.

- Part - I: Technical Bid.
- Part - II: Commercial Bid.

2. Date & Time Schedule

S. No	Particulars	Date	Time
1	Date of Online Publication/Download of Tender	As Mentioned above	
2	Bid Submission Start Date		
3	Bid Submission Close Date		
4	Opening of Technical Bids		

3. Availability of Tender:

The Tender Document can be downloaded from <https://mhrd.euniwizarde.co>. OR Central Public Procurement (CPP) Portal <https://eprocure.gov.in/epublish/app> OR Institute website- <https://iith.ac.in/tenders>

4. **Earnest Money Deposit (EMD)** - The Bidders are required to sign a Bid Securing Declaration as per Annexure 'C' accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract or submit a Performance Security, they will be suspended for the period of 2 years.

The firm registered with NSIC/MSME must give proof of registration along with their quotation failing which the bid will not be considered.

Exemption from submission of Bid Securing Declaration against valid and relevant NSIC /MSME Certification is permitted, however it shall be subject to scrutiny by the IITH and if during scrutiny, it is found that the NSIC Certificate is invalid and/or irrelevant, then that bid is liable to be rejected as "not-accompanying EMD". Therefore, Bidders claiming exemption from EMD/Bid Securing Declaration against NSIC certificate, should ensure the same carefully, while submission of their bids.

Note: If in the view of bidder, any exemption / relaxation is applicable to them from any of the eligibility requirements, under any Rules / Guidelines/ Directives of Government of

India, bidder may submit their claim for the applicable exemption /relaxation, quoting the valid Rule/Guidelines/ Directives with a copy of such notification. In this case the bidder must submit necessary and sufficient documents along with the technical bid, in support of their claim. The relevant and valid certificates in support of claim of exemption must be submitted along with the Technical Bid.

Bids submitted without Bid Security Declaration or relevant Certificates for exemption will stand rejected.

- i. The BIDDER who submits the tender on behalf of their principals should produce documentary evidence in support of their authority to quote or submit Performa invoice of their principals for this tender.
 - ii. The successful BIDDER, on award of contract / order, must send the contract / order acceptance in writing, within 15 days of award of contract.
 - iii. Bids submitted without Bid Securing Declaration / relevant MSME/NSIC Certificates will be rejected & no correspondence in this regard shall be entertained.
5. IIT Hyderabad may issue corrigendum to tender documents before due date of Submission of bid. The bidder is required to read the tender documents in conjunction with the corrigendum, if any, issued by IIT Hyd.
- 6. Bid Opening and Evaluation Process:**
- a. Technical Bids will be opened as per the Date Schedule & Time.
 - b. Financial Bids/Commercial Bids of the eligible bidders will be opened on a later date. The date and time for opening of Financial Bids /Commercial will be announced later.
 - c. Bids would be summarily rejected, if tender is submitted other than through online portal. The Bid is to be submitted within stipulated date / time.
7. The Director, IIT Hyderabad reserves the right to accept the offer in full or in parts or reject summarily or partly and also reserves the right to cancel the tender at any stage without assigning reasons

CHAPTER-2: INSTRUCTIONS TO BIDDERS

1. PREPARATION AND SUBMISSION OF OFFERS:

- a) Quotation should be submitted directly by the Service Provider.
- b) The bidder shall bear all costs associated with the preparation and submission of its bid irrespective of the conduct or outcome of the bidding process.
- c) The bidder should not indulge in any corrupt, fraudulent, collusive, coercive practices during the entire process of procurement and execution of contract/order.
- d) Before the deadline for submission of the bid, IIT Hyderabad reserves the right to modify the bidding document and to extend or not to extend the date of submission. Such amendment/modification will be hosted on e-Procurement portal (<https://mhrd.euniwizarde.co>) and on IIT Hyderabad website.
- e) Conditional tenders will be summarily rejected.

2. Security Deposit:

1. Within fifteen (15) days of the award of contract, the vendor shall furnish a Security Deposit amounting to **3%** of the purchase order value in the form of Demand Draft/Bank Guarantee (**from scheduled Bank only**) favouring the Director, IIT Hyd.
2. The IIT Hyderabad will forfeit the 3% security deposit if vendor fails to execute the order as per the Purchase Order.
3. The Security Deposit should be valid for warranty period + 60 days, as the same will extend the same as Performance Bank Guarantee. Hence while preparing the BG, the time period required for delivery and installation and warranty + 60 days needs to be accounted for to cover the BG validity period.
4. This Security Deposit will be refunded to the vendor only on satisfactory completion of all contractual obligations as per this Tender and Purchase Order issued against this Tender.
5. Bank Guarantee wherever mentioned in this document may be read as "Bank Guarantee from any Scheduled Bank" only.

3. Bid Validity Period:

- a. The prices must be valid at least for a period of **90 days** from the date of opening of the Tender. No changes in prices will be acceptable in any condition after opening of tender till the validity of the offer or execution of the order whichever is later
- b. IIT Hyderabad may ask for the BIDDER's consent to extend the period of validity. Such request and the response shall be made in writing only. The BIDDER is free not to accept such request. A BIDDER agreeing to the request for extension will not be permitted to modify his bid.
- c. Bid evaluation will be based on the bid prices without taking into consideration the above corrections

4. Fraud and Corruption:

IIT Hyderabad requires that bidders, suppliers, contractors and consultants, if any, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy,

(a) The terms set forth below are defined as follows:

- i) **"Corrupt practice"** means the offering, giving, receiving, or soliciting, directly or in directly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- ii) **"Fraudulent practice"** means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- iii) **"Collusive practice"** means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, non -competitive levels; and
- iv) **Coercive practice"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract

(b) IIT Hyderabad will reject a proposal for award if it determines that Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent collusive or coercive practices in competing for the Contract in question

5. Interpretation of the clauses in the Tender Document / Contract Document

In case of any ambiguity / dispute in the interpretation of any of the clauses in this Tender Document, Director, IIT Hyderabad's interpretation of the clauses shall be final and binding on all parties.

CHAPTER - 3: CONDITIONS OF CONTRACT

1. Detailed Eligibility Criteria

The IP firms willing to be empaneled for these tasks shall fulfill the following criteria:

- I. The IP Firm/ Law Firm (referred as a Firm) should provide all the IP related work services, such as patents, design, trademark, copyright matters, IC layout design, geographical indication, and any other related work. Also, the Firm should provide services related to opposition, litigation, revocation, restoration, representation before the High court and Appellate Board in India, ownership of patents, sharing of fees & earnings with respect to commercialization of patents, miscellaneous actions under the relevant Acts and any other proceedings in India.
- II. Other IP related work comprising drafting of agreements, negotiations, MOUs, Freedom to operate searches, assistance in licensing and other IP Management matters like IP audit, IP valuation, commercialization strategy and opinion/advice relating to IP matters.
- III. The Firm should possess professional expertise especially in handling patent applications in the field of Science, Technology and Engineering and should have sound knowledge and experience in advanced technologies such as Telecommunications and others. The Firm must have the requisite infrastructure and be financially sound. Further, the Firm must have an established network with top leading foreign attorney firms worldwide who can handle the work, if there is any requirement.
- IV. The Firm should be able to provide all services related to IP in the USA. Also the firm should provide services related to litigation, revocation, restoration, commercialization of patents, and other miscellaneous actions under the relevant Acts and any other proceedings in the USA. The Firm should have at least a period of 10 years' experience in relevant IPR field including dispute/court case management.

2. Estimated value

- I. The number of patent applications to be filed. patent prosecutions, the maintenance of the granted patents, oppositions or litigation values may be approx. INR 50 Lakhs per year.

II. SCHEDULE OF CHARGES – PATENTS (INR)

Task Description	Professional Fees in INR	Govt. Fees in INR
Search & Opinion		
Prior Art/Patentability Search		
Invalidity/Infringement Search & Opinion		
Freedom to Operate Search & Opinion		
Drafting & Filing		
Provisional Specification *		
Complete Specification after Provisional *		
Complete Specification *		
Filing as-is basis *		
* Expecting No extra Professional Fees for sheets beyond 30, and claims beyond 10		
Submission of Formal documents (can mention the Forms below)		
Prosecution Phase		
Request for Examination/ Expedited Examination		
Request for early Publication		
Reporting FER/ Office Action (with Professional advice)		
Drafting FER Response and filing		
Request for Extension of Time maximum 3 months		
Adjournment of Hearing		
Attending Hearing		
Drafting & filing Written Submission		
Amendment of a Patent application with respect to change of name, address, nationality and/or address of service		
Amendment of specification before Grant		

Amendment of specification after Grant		
Request for rectification of clerical error		
Submitting details of corresponding applications (Form – 3)		
Submitting copies of foreign search/examination reports		
Request for a duplicate Patent Certificate		
Preparing a Petition not otherwise provided for		
Checking and reporting of Publications		
Application for Post Dating		
Request for Obtaining Certified Priority Document up to 30 pages		
Request for Obtaining Certified Priority Document beyond 30 pages		
Request for certifying office copies		
Petition for late filing of documents		
Notarization of documents		
Executing abandonment instructions		
Reviving a Patent application when instructions were previously given to abandon (only when the patent application can be restored)		

MAINTENANCE PHASE	Professional Fees in INR	Govt. Fees in INR
Renewal of Patent (Per payment) and Reporting of Letters Patent with advice for maintenance and payment of accumulated of annuities		
Renewal of Patent (accumulated)		
Monitoring due date for payment of annual dues		
On statement regarding working of a patented invention on a commercial scale in India under section 146(2) and rule 131(1).		
RESTORATION		
Application for restoration of a Patent		
Attending to payment of Additional fee for restoration		
Submission of Statement Regarding Commercial Working in India		

ASSIGNMENT/AGREEMENT		
Drafting of Assignment/Agreement		
Filing & Recordal of Assignment (Including Stamping and/or Notarization)		
REVIEW (WITH THE INDIAN PATENT OFFICE) *		
Drafting and finalizing Review Petition collecting and collating documents and Filing of the Review Petition		
Fees for attending hearing and putting forward oral arguments		
Adjournment of Hearing		
Fees for making written submission summarizing the oral arguments and filing of the same		
Application for condonation of delay, per request		
Extension of time for filing Review Petition up to 3 months		
OPPOSITION*		
Drafting statement of Opposition/Counter Statement		
Filing Notice of Pre-grant Opposition/Counter Statement		
Filing Notice of Post-grant Opposition/Counter Statement		
Preparing and filing of evidences by way of Affidavit		
Hearing before the Controller		
Preparing and filing Written Submission		
REVOCATION (AT THE INTELLECTUAL PROPERTY APPELLATE BOARD)		
Drafting, finalizing and filing Application for revocation of Patent		
Filing of Application/Counter Statement with the Intellectual Property Appellate Board		
Fees for preparing and filing reply to Counter Statement		
Fees for preparing and filing additional evidence by way of affidavit		
Fees for attending hearing at the IPAB and putting forward oral arguments		

Application for condonation of delay, per request		
APPEAL (AT THE INTELLECTUAL PROPERTY APPELLATE BOARD)		
Drafting and finalizing Appeal brief, collecting and collating documents		
Filing of the Appeal with the Intellectual Property Appellate Board		
Preparing and filing reply to Counter Statement		
Fees for preparing and filing additional evidence by way of affidavit		
Fees for attending hearing at the IPAB and putting forward oral arguments		
Application for condonation of delay, per request		
RENDERING LEGAL OPINION*		
Drafting of NDA/NCA/Collaborative Research Agreement		

PCT APPLICATION (INTERNATIONAL APPLICATION)		
Preparing and Filing a PCT Application		
Handling the PCT application from entering the National Phase till grant		
Reviewing Written Opinion of International Searching Authority (WO-ISA), providing comments and filing Informal comments and/or Article 19 amendments		
Preparing and filing Demand for International Preliminary Examination (IPE), along with Article 34 amendments		
Application for Foreign Filing Permission		

Note:

- a. Have to report Publication of any patent application within 7 days without any additional cost.
- b. Similarly, you can provide Foreign Patent filing and Prosecution details.
- c. Provide all the task details and associated fees for Trademarks, copyrights, Designs, IC layout, and other IPs.
- d. Should be include any tasks other than above tables and charges.

3. Accept/ Rejection of Bids

- i. The proposal of a Bidder is liable to be disqualified if not meet the bidding requirements and not satisfied the IITH procurement policy.

4. Signing of Agreement

- i. IITH notifies the Selected Bidder that its proposal has been accepted and IITH shall enter into an Agreement with the Successful Bidder.

5. Payment Terms & Schedule

- a. Prior to initiating the task bidders wants to intimate the faculty for any confirmations and if any.
- b. Bidders should submit a Proforma Invoice for said service.
- c. If any late fees imposed IITH will not be responsible.
- d. The final payment will be made upon receipt of Invoice.
- e. The Firm must coordinate with concerned user for the all activity including the processing of the bills.

- 6. Last Payment:** The last payment of the contractor will be cleared only after obtaining clearance of any liabilities not pending.

7. Period of contract

The award of work is for an aggregate period of 5 years, which will initially be given for a period of one year and reviewed for extension for another year(s) on the basis of satisfactory service rendered by the agency. The rates quoted should be valid for a period of 5 years.

8. Termination:

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

The contract may be terminated in any of the following contingencies: -

- a. On giving one month notice by IIT Hyderabad. OR
- b. On the expiry of the contract, without any notice. OR
- c. On giving one-month notice by IIT Hyderabad at any time during the tenancy of contract, in case the services rendered by the contractor are not found satisfactory and in conformity with the terms and conditions of the contract and the standard prescribed for this services.

9. Evaluation Process:

- i. The bids will be evaluated by a Committee. The bids shall be given weightage based on the evaluation technically and financially, respectively.
- ii. Bids Opening and Evaluation Process will be as per our Stores norms and conditions based on below given criteria.
- iii. **Bid Evaluation:**
 - a. The evaluation of bids will be based on a composite Quality Cum Cost Based Selection (QCBS) process. IITH will determine whether each bid is complete, and is substantially responsive to the Bidding Documents.
 - b. During evaluation of the bids, IITH at its own discretion may ask the Bidder for clarification regarding its bid. The bidder has to submit the clarification as desired by IITH. Such Technical Bids, that are found suitable after thorough evaluation of the details furnished as per above, shall be declared as Technically Acceptable for further evaluation by opening their respective Price bids.
 - c. Total score of each bid will be calculated, such that, 70% weightage is provided for technical evaluation (based on Technical Evaluation Criteria) and 30% weightage for commercial evaluation (i.e., financial score).

- d. Bid getting the highest total score will be adjudged as H1, H2, H3.... i.e., for awarding the contract. Technical bid carries 70% weightage. The technical score achieved by a bidder as per below criteria will be equalized / normalized to 70 Marks.

10. Criteria for Technical Evaluation

- a. Technical Scoring points will be calculated as per below criteria who are expert in the field of Digital/ Wireless Communication, Network Technology, Wireless sensor networks, secured communication, IoT and MIMO systems next generation cloud radio systems. In each category, the bidder should be get minimum score as mentioned in the below table, for further evaluation.

S. No	Technical Capacity Criteria	Grading of Score/Points	Maximum Score	Minimum Score
1	Number of IP filings in India with IPO (Patent, Trademark, Design) in the last 3 years	4001 to 5,000 (10 Marks) Every additional 1000 IP filing = 2 Mark	20	10
2	Number of Patents granted (in India) for the clients (in India Abroad) during last three Years	91 to 100 (10 Marks) Every additional 10 patent grant = 1 Mark	20	10
3	Facilitated Number of IP filings outside India (Abroad) (Patents) in last three years	41 to 50 Filings = 10 Marks, For every additional 10 IP filings = 1 Marks	20	10
4	Available paid Search Tools (Minimum Two)	2 database = 5 Marks, For each additional data base = 2.5 Marks	10	5
5	Number of Clients served in the last 3 Years (In India & Abroad)	Patent Related: 25 to 30 Clients=10 Marks, For every additional 5 clients: 2 Marks	20	10
6	Ranking as per IAM/ASIAIPLAW/IPSTARS in Patent Prosecution/contentious for last three years	As per ranking for Tier-1 = 10, Tier-2 = 7 Tier-3 = 5	10	5

11. Commercial Evaluation

- The Financial proposals shall be evaluated on the basis of Consolidated Cost Summary (Inclusive of all Taxes) – “Grand Total” offered by the bidder to IITH. Any monetary figure in decimal shall be rounded off to the nearest INR.
- The financial offers of the qualified bidders (who have secured technical score of 70 or above) shall be tabulated for this project.
- The financial scores of the bidders shall be computed as follows:

$$\text{Financial Score} = \frac{30 \times \text{Lowest Offer of all bids}}{\text{Offer quoted by the bidder}}$$

The marks secured as above shall be the Financial Score of the bidder.

12. Award Criteria

Composite score of the Bidders for the bid shall be worked out as following scheme:

a. Composite score of the Bidders

Bidder	Technical Score (X) after normalizing it to 70%	Financial Score (Y) after normalizing it to 30%	Composite Score (Z) (Z=X+Y)

- Based on the requirement, IIT Hyderabad reserves a right to empanel more than one firm depending upon an evaluation report by an internal committee. The reason for choosing more than one bidder is that an IP firm may be good is one of Copyright & related right, IP transactions, Trade mark contentious, Trade mark prosecution, patent prosecution, patent litigation, oppositions and enforcement in our required domain.

14. Force Majeure: IIT Hyderabad may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that the delay, in performance or other failure to perform its obligations under the Contract, is the result of a Force Majeure.

Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.) acts of states, the direct and indirect consequences of wars (declared or undeclared) hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises.

15. Dispute Settlement:

IIT Hyderabad and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the IIT Hyderabad or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration.

Arbitration may be commenced prior to or after delivery of the Goods under the Contract. The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

(a) In case of Dispute or difference arising between the IIT Hyderabad and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director IIT Hyderabad, if he is unable/ unwilling to act, to the sole arbitration of some other person appointed by his willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

(b) In the case of a dispute between the Purchase and a Foreign supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. The venue of the arbitration shall be the place from where the purchase order or contract is issued.

16. Jurisdiction: The disputes, legal matters, court matters, if any, shall be subject to Hyderabad Jurisdiction only.

Assistant Registrar (S&P)

ANNEXURE – A

Profile of the Bidder

S.No	Particulars	Mention Details: Highlight relevant portion of the attached document
1	Name of the agency / firm / company, web address, telephone number, etc.	
2	Address of the office of the agency / firm / company Name, designation of contact person. Land Line No: Mobile No: Email: Fax	
3	Legal status – Individual / proprietary / partnership firm / limited company / corporation, etc.)	
4	The Firm should have minimum ten years of existence as an Indian entity, Month and Year of commencement of services business	
5	Statutory details of agency / firm / company (Photocopies of the Registration Certificate / Allotment letter in the name of the agency / firm / company issued by the concerned authority to be submitted):	
6	Agency / firm / company average annual turnover in the IP Services business alone for the last 3 financial years.	
7	Agency / firm / company should have at least 10 years of experience in providing IP services to Central/state Government Organizations / Central/state Government funded Bodies	
8	Particulars of the membership/partnership, if any	
9	Articles and memorandum of association (if any) of the IP firm	

10	Area(s) of Specialization: (Patents / Trademarks / Copyright / Designs / Geographical Indications / Litigation / Opposition / Contracts / Other IP related activities)	
11	Number of professionals (Partners/Associates) presently employed with the firm for patent related IP work in various fields and their profiles: i.e. No. of Professionals/Qualifications/Area of expertise/Experience/No. of cases filed etc.	
12	In case the tender is signed by the person other than the sole proprietor/ owner, authorization given by the Executive Body authorizing the officer / partner for signing the tender documents for this tender to be submitted on letter head.	
13	All pages of the tender and draft agreement signed	
14	Others if any, Please specify	

ANNEXURE – B

Bid Securing Declaration Form

Date: _____

Tender No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of two year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: _____ (insert signature of person whose name and capacity are shown)
in the capacity of _____ (insert legal capacity of person signing the Bid Securing Declaration)

Name: _____ (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

ANNEXURE – C

BIDDER INFORMATION FORM

Company Name : _____

Registration Number : _____

Registered Address : _____

Name of Partners /Director: _____

City : _____

Postal Code : _____

Company's Establishment Year : _____

Company's Nature of Business : _____

Company's Legal Status 1) Limited Company

(tick on appropriate option) 2) Undertaking

3) Joint Venture

4) Partnership

5) Others (In case of Others please specify)

Company Category 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)

CONTACT DETAILS

Contact Name : _____

Email Id : _____

Designation : _____

Phone No : (_____) _____

Mobile No : _____

BANK DETAILS

Name of Beneficiary : _____

A/c. No. CC/CD/SB/OD: _____

Name of Bank : _____

IFSC NO. (Bank) : _____

Branch Address and Branch Code: _____

Other Details

Vendor's PAN No. _____

Vendor's GST _____

ANNEXURE – D

DECLARATION REGARDING CLEAN TRACK/NO LEGAL ACTION

(to be provided on letter head of the firm)

I hereby certify that the above firm namely _____ is neither blacklisted by any Central/State Government/Public Undertaking/Institute nor any criminal case registered / pending against the firm or its owner / partners anywhere in India.

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

Date:

Authorized Signatory

Name:

Place:

Designation:

Contact No.:

ANNEXURE – E

ACCEPTANCE OF TENDER TERMS
(To be given on Company Letter Head)

Date: DD/MM/YYYY

To,

The Director
Indian Institute of Technology Hyderabad
Kandi – 502 285.Telangana, India

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender' 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 (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation 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 certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE – F

NO RELATIONSHIP CERTIFICATE

(On Company Letterhead)

1. I/We hereby certify that I/We* am/are* related/not related(*) to any officer of IIT Hyderabad. (If Related provide the details of the employee)
2. I/We* am/are* aware that, if the facts subsequently proved to be false, my/our* contract will be rescinded with forfeiture of E.M.D and security deposit and I/We* shall be liable to make good the loss or damage resulting from such cancellation.
3. I//We also note that, non-submission of this certificate will render my / our tender liable for rejection.

Date:

Authorized Signatory

Name:

Place:

Designation:

Contact No.:

ANNEXURE -G

FORMAT FOR PERFORMANCE BANK GUARANTEE

To
Indian Institute of Technology Hyderabad.
Kandi,
Sangareddy 502284

Dear Sirs,

In consideration of the Indian Institute of Technology Hyderabad (hereinafter referred to as the "Buyer" which expression shall unless excluded by or repugnant to the context or meaning thereof, include its successors administrators and assigns) having issued to (Name of the seller) with its Registered / Head Office at (hereinafter referred to as the "Seller" which expression shall unless excluded by or repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) an order bearing Purchase Order No. dated and the same having been unequivocally accepted by the seller resulting into a Contract between the buyer and the seller for supply of, more fully described in the said Purchase Order and the buyer in terms of one of the provisions of the said Purchase Order and whereas the Seller has undertaken to produce a Bank Guarantee amounting to Rs. _____, which is 3% of the Contract value in aggregate for Performance and Warranty to the Buyers.

We, the _____ bank hereby expressly, irrevocably and unreservedly undertake the guarantee as Principal obligators on behalf of the SELLER that, in the event that the BUYER declares to us that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the BUYER by reason of breach/failure to perform by the said SELLER of any of the terms and conditions in the contract related to the Performance and Warranty clauses, we will pay you, on demand and without demur, all and any sum upto (3% of the contract value) Rs. _____ only at any one instance under this Guarantee. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We shall not be entitled to ask you to establish your claim or claims under this guarantee but will pay the same forthwith without any protest or demur. We undertake to effect the payment upon receipt of such written demand.

We shall not be discharged or released from the undertaking and guarantee by any arrangements, variations made between you and the SELLER, indulgence to the SELLER by you, or by any alterations in the obligations of the SELLER or by any forbearance whether as to payment, time performance or otherwise.

We further agree that any such demand made by the BUYER on the Bank shall be conclusive, binding, absolute and unequivocal notwithstanding any difference or dispute or controversy that may exist or arise between you and the Seller or any other person.

In no case shall the amount of this guarantee be increased.

This Performance-cum-Warranty guarantee shall remain valid for a period until 60 days beyond the warranty period i.e. upto _____

Subject to the terms of this Bank Guarantee, the issuing bank hereby irrevocably authorizes the beneficiary to draw the amount upto Rs. _____ (10% of the total contract value) for breach/failure to perform by the Seller of any of the terms and conditions of the contract related to performance and warranty clause. Notwithstanding anything mentioned herein, the total drawings under the Guarantee by the buyer shall not exceed 10% of the total contract value. Partial drawing and multiple drawings under this Bank Guarantee are allowed within the cumulative amount and subject to each such drawing not exceeding 10% of the contract value.

This guarantee shall be continuing guarantee and shall not be discharged by any change in the constitution of the Bank or in the constitution of M/s. _____. We undertake not to revoke this guarantee during the currency except with previous consent of BUYER in writing.

Notwithstanding anything contained herein above:

- Our liability under this Guarantee shall not exceed Rs. _____ (Rupees _____ only (in words)
- This Bank Guarantee shall remain valid until 2 months from the date of expiry of warranty period of the contract i.e. upto _____ (mention the date) which is 2 months after expiry of the warranty period and the BG shall cease to be valid after _____ irrespective whether the Original Bank Guarantee is returned to us nor not.
- We are liable to pay guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written demand or a claim in writing on or before _____ (Expiry Date)

Dated the _____ day of _____ (month and year)

Place

Signed and delivered by _____ (name of the bank)

Through its authorized signatory

(Signature with Seal)