



INDIAN INSTITUTE
OF TECHNOLOGY
PALAKKAD

Indian Institute of Technology Palakkad
भारतीय प्रौद्योगिकी संस्थान पालक्काड
STORES & PURCHASE SECTION
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Tender No. TENDER/2024-25/001-A
Date of Publication: 19-04-2024
Date/Time of Closing: 09-05-2024, 1500 hrs.

Indian Institute of Technology Palakkad Invites Tender under Two-bid system for the:

EMPANELMENT OF INTELLECTUAL PROPERTY (IP) FIRMS

Conforming to the specifications as in BoQ Technical.

Tender Documents may be downloaded from the e-Wizard Portal <https://mhrd.euniwizarde.com/>. Aspiring Bidders who have not enrolled/registered in e-Wizard should enroll/register before participating through the website <https://mhrd.euniwizarde.com/>. Bidders are advised to go through the instructions provided at “**Procedure for Submission of E-tender**”. [Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this e-Wizard Portal”].

Bidders can access tender documents on the website. For searching in the site, kindly go to Live Tenders option, Click “Advance Search” and select Department as ‘IIT Palakkad’. Thereafter, Click on “Search” button to view all IIT Palakkad tenders. Select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website <https://mhrd.euniwizarde.com/as> per the timeline below.

No manual bids will be accepted. All tender documents including Techno-Commercial, Technical and Financial bids should be submitted in the e-Wizard portal

S. No.	Events	Date and Time
1	Publication of the Tender Document	19-04-2024
2	Pre-Bid Meeting	29-04-2024, 11:00 hrs.
3	Last Date/Time for Submission of ONLINE Bids	09-05-2024, 15:00 hrs.
4	Opening of Technical Bids	09-05-2024, 15 15 hrs.

Pre-Bid Meeting:

1. Online Pre-Bid meeting will be held on **29-04-2024, 11:00 hours** to clear the doubts of intending bidders. The details of the meeting will be intimated through the ONLINE Portal. Bidders, who are unable to attend the Pre-Bid meeting, may send their queries for the same, latest by **25-04-2024, 14:00 hours** to purchase@iitpkd.ac.in
2. Queries received after the Pre-Bid Meeting shall not be considered. Addendum/ Corrigendum/ Clarifications to the queries will be uploaded, paused the Pre-Bid meeting in the online portal, which shall be part of the tender document.

TERMS AND CONDITIONS

1.	GENERAL	<p>(a) The responsibility of submission of the bids on or before the last date shall rest with the tenderer. The institute will hold no responsibility for the non-receipt of the bids or the bids received after the date/time specified. Any bid received by IITPKD after the bid submission deadline prescribed by IITPKD, shall be rejected and returned unopened to the Bidder.</p> <p>(b) Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid is an offence under the Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.</p> <p>(c) Each bidder shall submit only one bid, either by himself or as a partner in a joint venture or as a member of the consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids (of both the individual and the partnership/consortium/joint venture) are liable to be rejected.</p> <p>(d) The bidder shall bear all costs associated with the preparation and submission of his bid and IITPKD shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.</p> <p>(e) IITPKD will respond to any request for clarification or modification of the Tender Document that are received up to TWO DAYS prior to the deadline for submission of bids prescribed by IITPKD. For this purpose, the prospective bidder(s) requiring clarification in the Tender Document shall notify IITPKD through the ONLINE Portal ONLY. Any such clarification, together with all the details on which the clarification had been sought, will be published in the ONLINE Portal ONLY. Deviations, if any, observed by the Institute in the submitted bids, from the Terms and Conditions of the Tender Document will not be accepted by the Institute.</p> <p>(f) Except for any such clarification by the Institute, which is expressly stated to be an addendum to the tender document issued by the Registrar, IIT Palakkad, no written or oral communication, presentation or explanation by any other employee of any of the Sections/Departments of the Institute, shall be taken to bind or fetter the Institute.</p> <p>(g) The bidder is expected to examine all instructions, forms, terms and conditions in the Tender Document. In the event of discovery of any missing pages, the bidder shall inform the same to the Section/ Department concerned. Failure to furnish the information required by the Tender Document or submission of a tender not substantially responsive to the Tender Document in every respect will be at the bidder's risk and may result in rejection of the bid.</p> <p>(h) The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Document.</p> <p>(i) The Supplier shall not, without the prior written consent of the IITPKD, assign to any third party, the Contract or any part thereof.</p>
2.	AMENDMENTS IN THE TENDER DOCUMENT	<p>(a) At any time prior to the deadline for submission of bids, IITPKD may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by way of amendment(s).</p> <p>(b) Amendments will be intimated through the e-Wizard Portal and the bidders shall ensure that the amendments are carried out in the bid before submission. The amendments will not be published in newspapers. Bidders should regularly visit e-Wizard Portal to keep themselves updated.</p> <p>(c) No extension in the bid due date/ time shall be considered on account of delay in receipt of any document by mail. Further, it will be assumed that the Bidder has</p>

		taken into account, such amendments, while submitting the bid.
3.	COMPOSITION OF THE TENDER DOCUMENT	<p>(a) The Tender Document comprises of Instructions to the bidders, including terms and conditions of the Contract</p> <ol style="list-style-type: none"> 1) Scope of Services (Annexure-I) 2) Technical Bid (Annexure-II) 3) Declaration/Undertaking (Annexure-III) 4) Fall clause notice certificate (Annexure-IV) 5) Undertaking regarding blacklisting / non-debarment (Annexure-V) <p>(b) The bidder is expected to examine all instructions, forms, terms and conditions in the Tender Document. In the event of discovery of any missing pages, the bidder shall inform the same to the Section/ Department concerned. Failure to furnish the information required by the Tender Document or submission of a tender not substantially responsive to the Tender Document in every respect will be at the bidder's risk and may result in rejection of the bid.</p> <p>(c) The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Document.</p>
4.	DOCUMENTS COMPRISING THE BID	<p>(a) The Technical, Bidder Profile (Cover One) and Commercial Bid (Cover Two) shall be submitted ONLINE through the e-Wizard Portal.</p> <p>(b) Bids submitted in any mode other than ONLINE will be rejected outright.</p> <p>(c) Documents establishing the conformity of the terms and conditions of the Tender Document shall be provided along with the bid. The offer/bids should be sent only for a system or that is available in the market and supplied to a number of customers. A list of customers in India and abroad with details must accompany the quotations. Quotations for a prototype machine will not be accepted.</p> <p>(d) Original catalogue (not any photocopy) of the quoted model duly signed by the principals must accompany the quotation in the Technical bid. No prices should ever be included in the Technical bid.</p> <p>(e) Compliance or Confirmation report with reference to the specifications and other terms and conditions should also be obtained from the principal.</p> <p>(f) Information related to the agency/bidder such as photocopies of the Registration/PAN/GST/TIN shall be furnished.</p> <p>(g) The technical bid should consist of all technical details along with commercial terms and conditions. No prices should be included in the technical bid. Mentioning of Prices in the Technical Bid shall lead to <u>DISQUALIFICATION.</u></p> <p>(h) Bidders who are bidding for this TENDER shall fulfill the following pre-eligibility criteria</p> <ol style="list-style-type: none"> a. The IP Firm should be of good standing and have an experience of at least 3 years, servicing clients based in India and abroad. b. The IP firm should have minimum three years of existence as an Indian entity. c. The IP firm should possess professional expertise in handling all forms of intellectual property protection measures viz., patents, industrial designs, trademarks, copyrights, plant varieties and geographical indications. d. The IP firm must have the requisite infrastructure and in-house capability. e. The IP firm must be having profits in the last three years. f. The IP firm should have an office located in Kerala/ Coimbatore region (Desirable criteria) g. The IP firm must have filed at least 10 Indian Patent Applications and 5 Foreign Patent Applications during the last three years. h. The IP firm should have experience in handling IP related activities in

		<p>Centrally Funded Technical Institutes (CFTIs) like IITs, IISc, IISERs, NITs, IIMs etc. [Work Completion Certificate from a minimum of 3 such institutes to be shared (during the last 3 years)]</p> <p>i. The IP firm should not have been blacklisted by any Central /State Government / Public Sector Undertaking, Govt. of India.</p> <p>j. The IP firm should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services.</p> <p>(i) Digitally signed Tender Document should be submitted in Cover One.</p>
5.	EARNEST MONEY DEPOSIT (EMD)	<p>(a) The bidder shall furnish EMD of Rs. 5,200/- (Rupees Five Thousand Two Hundred Only) through online payment gateway in the E-Wizard.</p> <p>(b) Bids not accompanied by EMD shall be DISQUALIFIED.</p> <p>(c) The firms who are registered with National Small Industries Corporation (NSIC) / or Small Scale Industrial (SSI)/ Micro & Small Enterprises (MSEs) are exempted from submitting the EMD. NSIC / MSME registered bidders must submit a copy of a valid NSIC / MSME Registration Certificate for exemption of EMD. It will be applicable for those bidders who shall produce their own goods or provide their own services, and not applicable for trading purposes.</p>
6.	PERFORMANCE SECURITY	<p>(a) The performance security shall be submitted within FIFTEEN DAYS of receipt of the material by the IITPKD. The successful bidder shall furnish the Performance Security equal to 5% of the order / contract value (excluding the value of annual maintenance charges). The Performance Security shall be valid all along the warranty period and shall extend upto SIXTY DAYS after the date of completion of warranty period. It shall be ensured by the successful bidder that the validity of the Performance Security submitted is extended depending on the date of commencement of the Warranty.</p> <p>(b) The performance security shall be a bank guarantee/ E-Bank Guarantee (Digital Document Execution – DDE MODE by National E-Governance Service Limited) (in the format as provided) issued by the Indian Scheduled bank acceptable to the IITPKD or a Demand Draft favoring, INDIAN INSTITUTE OF TECHNOLOGY PALAKKAD payable at PALAKKAD.</p> <p>(c) The performance security shall automatically become null and void once all the obligations of the Supplier under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The performance security shall be returned to the Supplier not later than fifteen (15) days after its expiration.</p> <p>(d) Failure of the successful Bidder to comply with the requirements shall constitute enough grounds for the annulment of the award and forfeiture of the EMD, in which event the IITPKD may make the award to the next lowest evaluated bid submitted by a qualified Bidder or call for new bids.</p>
7.	BID PRICES, VALIDITY AND CURRENCY	<p>(a) Prices shall be quoted separately for each item.</p> <p>(b) Prices quoted should be valid throughout the contract period.</p> <p>(c) Prices of the items shall be quoted in Indian Rupees (INR).</p>
8.	CONFORMITY OF THE TENDER DOCUMENT	<p>(a) The Bidder shall furnish, as part of its bid, documents establishing the conformity of the services that the Bidder proposes to supply under the Contract to the requirements of IITPKD, as given in the Tender Document.</p>
9.	PERIOD OF VALIDITY OF BIDS	<p>a) Bids shall remain valid for a period of 180 DAYS after the date of the deadline for submission of bids prescribed by IITPKD.</p> <p>b) If the deadline is extended due to unforeseen circumstances, the bid validity shall be deemed to have extended accordingly.</p>

10.	TERMS OF PAYMENT / TAX AND DUTIES	<p>(a) No advance payment will be made during the Contract Period.</p> <p>(b) Payment will be made once a month through RTGS/NEFT. Bill should be accompanied by the log sheets/duty charts duly endorsed and forwarded by the Nodal Officer, while claiming payment. The Contractor shall furnish the details such as Account No, Account Name, IFSC Code, Bank address etc along with the bid. At the time of payment of bills, the taxes shall be deducted as per the extant Government rules and guidelines. Any Government Orders released during the Contract period, with regard to the taxes shall be automatically applicable to the Contractor either retrospectively or prospectively, as the case may be.</p> <p>(c) The Contractor should ensure payment of all taxes, duties, levies in connection with the Goods and Services under the Contract.</p>
11.	TERMINATION OF THE CONTRACT	<p>(a) The Institute, without prejudice to any other remedy, terminate the Contract in whole or in parts in the event of the following:</p> <p>(b) If the Contractor fails to provide the service specified in the Contract or any extension thereof granted by the Institute.</p> <p>(c) If the Contractor fails to perform any other obligation(s) under the contract.</p> <p>(d) The Contract can be terminated by giving THIRTY DAYS notice in advance, in writing, by the either side.</p> <p>(e) IITPKD reserves the right to terminate the contract if the Contractor defaults on any of the time limits specified.</p>
12.	PENALTIES	<p>a) If the Contractor fails to complete any of the activities in accordance with the time specified for it shall be recovered from the Contractor on the prevailing market rates.</p>
13.	INDEMNITY	<p>a) The Contract shall be governed by and interpreted in accordance with the prevailing laws of India. The laws will include all national, provincial, municipal, state or other laws that affect the performance of the Contract and are binding upon the Contractor.</p> <p>b) The Contractor shall indemnify and hold harmless the Institute from and against any and/or all losses, liabilities and costs (including losses, liabilities and costs incurred in defending a claim alleging such a liability).</p> <p>c) In case the Contractor fails to perform the work, it shall be liable for payment of liquidated damages to the Institute as per decision of the Director.</p>
14.	EFFECT OF FORCE MAJEURE	<p>(a) If the Supplier is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the IITPKD in writing of the occurrence of such event and the circumstances of the event of Force Majeure within FIFTEEN (15) DAYS after the occurrence of such event.</p> <p>(b) The Supplier, when affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its performance of the Contract and to fulfill its obligations under the Contract, but without prejudice to IITPKD's right to terminate the Contract.</p> <p>(c) No delay or non-performance by the Supplier caused by the occurrence of any event of Force Majeure shall:</p> <ol style="list-style-type: none"> i. Constitute a default or breach of the Contract; ii. Give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance. <p>(d) If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than THIRTY DAYS or an aggregate period of more than SIXTY DAYS on account of one or more events of Force Majeure, the IITPKD shall have the right to terminate the Contract by giving a notice to</p>

		the Supplier.
15.	ASSIGNMENT	a) The Supplier shall not, without the prior written consent of the IITPKD, assign to any third party, the Contract or any part thereof.
16.	GOVERNING LAW AND SETTLEMENT OF DISPUTES	<p>(a) The Contract shall be governed by and interpreted in accordance with the laws of India.</p> <p>(b) Any dispute or claim arising out of/relating to this Contract of the breach, termination or the invalidity thereof, shall be settled by the Hon'ble Courts of Justice at Palakkad.</p> <p>(c) The page number should be marked in all pages serially (including all supporting documents enclosed with the tender document) and the declaration for the same shall be submitted by the bidder.</p> <p>(d) IITPKD reserves the right to accept or reject any or all the tenders in part or whole or may cancel the tender at its sole discretion without assigning any reason whatsoever. No further correspondence in this regard will be entertained.</p>

AWARD OF CONTRACT

	AWARD CRITERIA	<ol style="list-style-type: none"> IITPKD will award the Contract to the Bidder whose bid has been determined to be substantially responsive.
2	AWARD OF CONTRACT	<ol style="list-style-type: none"> Prior to the expiration of the period of bid validity, IITPKD will issue the Letter of Intent / Order of Empanelment to the successful Bidder in writing. Any amendment(s) in the Order of Empanelment will be permitted within SEVEN DAYS of its issuance. No amendments will be permitted beyond this period. The Order of Empanelment will constitute the foundation of the Contract. The institute will empanel the L1 bidder of those who fulfill the pre-eligibility criteria and technical evaluation. The institute may consider empanelling L2 & L3 bidders also if they agree to provide the services at the L1 price. If the L2/ L3 bidder is not interested to match their price with the L1 price, the institute will consider empanelling L4 & L5 bidders also if they agree to provide the services at the L1 price. Institute will award the Contract to the Bidder, whose bid has been determined to be substantially responsive and evaluated as the lowest quote. Prior to the expiration of the period of bid validity, the Purchaser will issue the Letter of Intent/Order of Empanelment to the successful Bidder in writing. The Order of Empanelment shall constitute the foundation of the Contract. IITPKD reserves the right to reject any or all bids or to split up or to distribute work in any manner among two or more contractors without assigning any reason. The Contractors will have no option to refuse such splitting up.
3	CONTRACT AGREEMENT	<ol style="list-style-type: none"> Within SEVEN DAYS of receipt of the Order of Empanelment, the successful bidder shall sign (with date) the copy on each page and return it to the Purchaser, along with the Performance Security. Copy of the Order of Empanelment duly signed and dated by the successful bidder on each page shall constitute the part of the Contract Agreement. A Contract Agreement shall be signed on Rs.100/- Stamp Paper within 30 days of issuance of the Order of Empanelment.
4	CONTRACT PERIOD	Initially, the empanelment is for a period of 2 years and is extendable for 1 more year based on mutual consent.
5	CONTRACT DOCUMENTS / AMENDMENT TO CONTRACT	<ol style="list-style-type: none"> All documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole. The order of precedence of the Contract documents shall be as follows: <ul style="list-style-type: none"> • Contract Agreement/Purchase Order • All Forms/Annexures • Service items and their requirement • Supplier's Bid • Tender Document No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract and is signed by a duly authorized representative of each party to the Contract.

**REGISTRAR
IIT PALAKKAD**

SCOPE OF SERVICES

IP management including drafting, filing, prosecution, opposition and maintenance of Intellectual Property in India and Abroad.

- Patent searches such as patentability search, FTO, patent landscape, Invalidity/validity & State of the Art Search.
- Aspects such as opposition, revocation & restoration of IP & any other proceeding under the relevant IP Act & other IP management matters in India and Abroad.
- Handling foreign patent applications for filing/IP securing.
- Representing before the Appellate Board in India, miscellaneous actions under the relevant Act, etc.
- Securing registration and maintenance of copyright, design, trademark and layout design, Plant Varieties and Others.
- Handling IP infringement cases.
- Interaction with inventors.
- Provide a Consultant for providing following IPR services:
 - i. Conducting prior art searches with inventors/investigators from IIT Palakkad for their disclosures and determining patentable aspects of the disclosure.
 - ii. Supporting and aiding the inventors in drafting a provisional patent specification.
 - iii. Aiding the inventors in vetting the complete patent specification.
 - iv. Explaining the queries raised by the various Patent Offices and aiding the inventors in drafting a rebuttal for the same.
 - v. Providing a liaison between IIT Palakkad, Incubatees of the Incubator at IIT Palakkad and various attorneys at the IP firm.
 - vi. Attending the meetings of the IPR committee/ committee constituted from IIT Palakkad and incorporating the Committee`s suggestions in articulating the invention.
 - vii. Brand protection through trademarks, copyright etc.

TECHNICAL BID

Sl. No.	Description	Confirmation by Supplier (YES/ NO)
1	Patentability Search and Application Drafting	
a	Patentability Analysis and Searching	
b	Drafting and filing Provisional application	
c	Drafting and filing Complete Specification after provisional specification	
d	Drafting and filing Complete Specification	
e	Any other related charges, including docketing, monitoring etc.	
2	Patent Filing and Prosecution	
a	New Application Filing (with all necessary forms)	
b	Preparing and filing Request for Examination (RFE)	
c	Preparing and filing response to First Examination Report (FER)	
d	Preparing and filing response to Second Examination Report (SER)	
e	Preparing and filing request for Early Publication	
f	Drafting and filing response to the official objection letter (each response)	
g	Attending personal hearing (per hearing) and response to the hearings	
h	Divisional Application Filing	
i	Filing a patent of application	
j	Preparing amendment of application (Non-technical amendment/ Addition, or Drafting and filing petition)	
k	Application Withdrawal	
l	Filing Renewal Fee	
m	Obtaining Grant Certificate	
n	Any other related charges	
3	Filing of PCT Application	
a	Preparing and filing a new PCT application	
b	Filing formal documents, amendments etc.	
c	International Search Report	
d	Responding to International Search Report	
e	Any other related charges	
4	Opposition	
a	Drafting application for Pre-grant opposition	
b	Filing Pre-grant opposition	
c	Drafting application for Post-grant opposition	
d	Filing Post-grant opposition	

e	Any other related charges	
5	Other Charges	
a	Filing any missing parts, forms etc. (POA, Form 3, Assignments, Form 9 etc)	
b	Amendment of application	
c	Transfer of Application	
d	Request for NBA permission	
e	Request for extension of time	
f	Any other Miscellaneous Charges	
6	Filing of US patent applications	
a	Filing of patent with the USPTO	
b	Preparing and filing preliminary amendment	
c	Receiving, Reporting and Responding to restriction requirement	
d	Responding to office actions and / or advisory actions	
e	Filing Request for Continued Examination (RCE)	
f	Any other prosecution charges	
g	Renewal Fees per year	

DECLARATION

We here by accept all the Terms and Conditions of the Tender Document and strictly adhere to the same in the event of getting Purchase order. We also declare that the Technical and Financial Bids submitted by us has NO DEIVATION from the Tender Terms and Conditions.

We here by accept that the PRICES OF THE ITEMS QUOTED IS IN INDIAN RUPEES ONLY (INR). I am aware that if the price is not in INR, the application shall be summarily rejected.

We hereby undertake that there are _____ pages, serially numbered, in the submitted tender including the supporting documents. (Please serially number all the pages including blank page, if any).

We have submitted our principal's exclusive authorization letter which is specific for this tender No. _____ dated _____.

Note:

This letter should be on the letterhead of the quoting firm and should be signed by a Competent Authority.

FALL CLAUSE NOTICE CERTIFICATE

(TO BE SUBMITTED ONLY THROUGH ONLINE MODE IN APPROPRIATE FORMAT)

This is to certify that we have offered the maximum possible discount to you in our Quotation No. _____ dated _____ **(Please do not reveal the prices here, which will lead to outright rejection of your bid).**

The prices charged for the Stores supplied under tender should under no event be higher than the lowest prices at which the party sells the items of identical description to any other Govt. organization/PSU's/Central Govt., /State Govt. Autonomous bodies/Central/state Universities/Central/State Educational Institutions, failing which the "FALL CLAUSE" will be applicable. The institute will look into a reasonable past period to ensure this.

In case, if the price charged by our firm is found to be more, **IIT Palakkad** will have the right to recover the excess charged amount from the subsequent/unpaid bill of the supplier.

Note: This letter of authority should be on the letterhead of the quoting firm and should be signed by a Competent Authority and having the power of attorney.

UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT

Tender No. _____

To,
M/s. Indian Institute of Technology Palakkad
Kanjikode West, Pudussery P.O., Palakkad,
Kerala 678623

We hereby confirm and declare that we, M/s _____ are not blacklisted/ De-registered / debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services.

For
Company Name and Seal
Authorised Signatory

Note: This letter should be on the letterhead of the quoting firm and should be signed by a Competent Authority.