

 INDIAN INSTITUTE OF TECHNOLOGY PALAKKAD	Indian Institute of Technology Palakkad भारतीय प्रौद्योगिकी संस्थान पालक्काड 678 557 <u>STORES & PURCHASE SECTION</u> Email: purchase@iitpkd.ac.in Telephone: 04923-226586/87 GSTIN: 32AAAAI9910J1ZR
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Tender No. IITPKD/ICSR/SM/67/2020-21
Date of Publication: 26-02-2021
Date/Time of Closing: 18-03-2021, 1500 hours

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 **Annexure-I**.

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 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 Pre-qualification, 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	26-02-2021
2	Pre Bid Meeting	05-03-2021
3	Last Date/Time for submission of ONLINE Bids	18-03-2021, 1500 hours
4	Opening of Technical Bids	18-03-2021, 1515 hours

Pre-bid Meeting will be held in **ONLINE Mode**. The link for the meeting will be intimated through a separate notification. Bidders who are unable to participate in the Pre-bid Meeting may please send their queries to purchase@iitpkd.ac.in. Queries, if any, shall be sent latest by **1430 hours of 04-03-2021**. The bidders who wish to participate in the Pre-bid Meeting are requested to send their official email address, name of the authorized representative who will be participating in the meeting on behalf of them and his/her mobile number to purchase@iitpkd.ac.in latest by **1430 hours of 04-03-2021**.

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>
2	AMENDMENTS IN THE TENDER DOCUMENT	<p>Please visit the following link for details: https://iitpkd.ac.in/sites/default/files/purchase/01AmendmentstotheTenderDocument.pdf</p>
3	COMPOSITION OF THE TENDER DOCUMENT	<p>(a) The Tender Document comprises of: Instruction to the bidders including terms and conditions</p> <ol style="list-style-type: none"> 1) Technical Specifications (Annexure-I) 2) Format for Self-Certification under Preference to Make in India (Annexure-II) 3) Bid Security Declaration Form (Annexure-III) 4) Undertaking by the Bidder (Annexure-IV) 5) Fall Clause Notice Certificate (Annexure-V) <p>(b) The bidder is expected to examine all instructions, forms, terms and</p>

		<p>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	LANGUAGE/FORMAT/SIGNING OF THE BID	<p>Please visit the following link for details: https://iitpkd.ac.in/sites/default/files/purchase/02LanguageFormatSigningoftheBids.pdf</p>
5	DOCUMENTS COMPRISING THE BID	<p>(a) The Technical, Techno Commercial and Commercial Bids shall be submitted ONLINE through the portal mentioned as Cover One and Cover Two.</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 DISQUALIFICATION.</p> <p>(h) Bidders who are bidding for this tender shall,</p> <ol style="list-style-type: none"> 1) The bidder should have an overall experience of minimum three years in the field of providing Intellectual Property rights/Patents/Copyrights Services to Centrally funded or state government educational institutions. Necessary documentary evidence such as copies of the Work Order/Contract/Feedback/Performance Certificate from the client shall be enclosed with the bids. 2) The bidder should have an Annual Turnover of Rs. 8,00,000 /- (Rupees Eight Lakh Only) during each of the last three financial years (2017-18, 2018-19, 2019-20). Audited financial statements or financial statement showing turnover duly certified by a Chartered Accountant shall be enclosed as a proof for the same. 3) Digitally signed Tender Document should be submitted in Cover One.
6	EARNEST MONEY DEPOSIT (EMD)	<p>(a) The bidder shall furnish, as part of the technical bid, Bid Security Declaration Form as per the Annexure-III.</p> <p>(a) Bids not accompanied by Bid Security Declaration Form shall be</p>

		DISQUALIFIED.
7	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 3% 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 (60) 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 issued by the Scheduled/Nationalized Bank approved by the RBI 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> <p>Please click the following link for the Format of Bank Guarantee: https://iitpkd.ac.in/sites/default/files/purchase/11FormatofBankGuarantee.pdf</p>
8	BID PRICES AND CURRENCY	(a) Prices of the equipment/items shall be quoted in Indian Rupees (INR) only.
9	CONFORMITY OF THE TENDER DOCUMENT	Please visit the following link for details: https://iitpkd.ac.in/sites/default/files/purchase/03ConformityoftheTenderDocument.pdf
10	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>
11	MODIFICATION AND WITHDRAWAL OF BIDPURCHASER'S RIGHT TO ACCEPT/REJECT BIDS	Please visit the following link for details: https://iitpkd.ac.in/sites/default/files/purchase/04ModificationandWithdrawalofBids.pdf
12	OPENING, EXAMINATION, CLARIFICATION AND EVALUATION OF BIDS	Please visit the following link for details: https://iitpkd.ac.in/sites/default/files/purchase/05OpeningExaminationClarificationandEvaluationofBids.pdf
13	SUPPLIER'S RESPONSIBILITIES	Please visit the following link for details: https://iitpkd.ac.in/sites/default/files/purchase/06Supplier%E2%80%99sResponsibilities.pdf
15	TERMS OF PAYMENT / TAX AND DUTIES	Please visit the following link for details: https://iitpkd.ac.in/sites/default/files/purchase/07TermsofPaymentTaxesandDuties.pdf
16	PRODUCT UPGRADES	Please visit the following link for details: https://iitpkd.ac.in/sites/default/files/purchase/08ProductUpgrades.pdf

17	PENALTIES	<p>(a) If the Supplier fails to complete any of the activities in accordance with the time specified for it, or any extension of time granted by IITPKD, the Supplier shall pay to IITPKD, penalties at the rate specified in the Tender Document.</p> <p>(b) IITPKD reserves the right to terminate the contract if the Supplier defaults on any of the time limits by more than FOUR weeks.</p>
18	DEFECT LIABILITY	<p>Please visit the following link for details: https://iitpkd.ac.in/sites/default/files/purchase/09DefectLiability.pdf</p>
19	INTELLECTUAL PROPERTY RIGHTS, WARRANTY AND INDEMNITY	<p>Please visit the following link for details: https://iitpkd.ac.in/sites/default/files/purchase/10IntellectualPropertyRightsWarrantyandIndemnity.pdf</p>
20	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 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 THIRTYDAYS 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 the Supplier.</p>
22	ASSIGNMENT	<p>The Supplier shall not, without the prior written consent of the IITPKD, assign to any third party, the Contract or any part thereof.</p>
23	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 as in Annexure-IV.</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>
24	PROCEDURE FOR SUBMISSION OF E-TENDER	<p>Please visit the following link for details: https://iitpkd.ac.in/sites/default/files/purchase/12ProcedureforSubmissionofE-Tender.pdf</p>

AWARD OF CONTRACT

1	AWARD CRITERIA	<ol style="list-style-type: none">1. IITPKD will award the Contract to the Bidder whose bid has been determined to be substantially responsive and as per the Order No. 45021/2/2017-PP(BE-II) dated 04-06-2020 from Department for Promotion of Industry and Internal Trade (Public Procurement Section), Ministry of Commerce and Industry, Govt. of India.2. The Institute reserves the right to buy different items/quantity from different bidders considering price of individual/group of equipment/items or any other factors as decided by the Committee. <u>The bidder should be a Class-I/ Class-II Local Supplier meeting the requirement of minimum 20% Local Content in line with the Public Procurement (Preference to Make in India) Order 2017 No. P-45021/2/2017-PP (BE-II) dated 04 Jun 2020.</u>
2	AWARD OF PURCHASE ORDER	<ol style="list-style-type: none">1. Prior to the expiration of the period of bid validity, IITPKD will issue the Letter of Intent / Purchase Order to the successful Bidder in writing.2. Any amendment(s) in the Purchase Order will be permitted within SEVEN DAYS of its issuance. No amendments will be permitted beyond this period.3. The Purchase Order will constitute the foundation of the Contract.
3	CONTRACT AGREEMENT	<ol style="list-style-type: none">1. Within SEVEN DAYS of receipt of the Purchase Order, the successful Bidder shall sign and date its copy on each page and return it to the Purchaser.2. Copy of Purchase Order duly signed and dated by the successful Bidder on each page shall constitute the Contract Agreement.
4	CONTRACT DOCUMENTS / AMENDMENT TO CONTRACT	<ol style="list-style-type: none">1. 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.2. The order of precedence of the Contract documents shall be as follows:<ol style="list-style-type: none">(i) Contract Agreement/Purchase Order(ii) All Forms/Annexures(iii) equipment/items and their requirement(iv) Supplier's Bid(v) Tender Document3. 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

TECHNICAL SPECIFICATIONS

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 application 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 at IIT Palakkad for their disclosures in paid database 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 of IIT Palakkad and incorporating the Committee's suggestions in articulating the invention.
 - vii. Brand protection through trademarks, copyright etc.

Sl No	Technical Capacity	Response	If YES, mention the number/ give a short description of the service
1	Whether your firm has experience in IP filings in India with IPO (Patent, Trademark, Design) in the last three year	YES / NO	
2	Whether any Patents/Trade Marks/Design have been granted (India/ Abroad) for the clients (in India/ Abroad) during last three years	YES / NO	
3	Whether any Prosecution Support work (Preparation of IDS/ Supplemental IDS etc.) were performed in last three years	YES/ NO	
4	Whether your firm has facilitated any IP filings outside India (Abroad) (Patents / Trade Marks / Designs) in last three years	YES / NO	
5	Whether Paid Search Tools available (Minimum Two)	YES / NO	

6	Whether Patent Attorney expertise is available in firm		
	(i) Chemical Science	YES / NO	
	(ii) Life Sciences	YES / NO	
	(iii) Food Technology	YES / NO	
	(iv) Oil and Gas	YES / NO	
	(v) Automobile	YES / NO	
	(vi) Metallurgy	YES / NO	
	(vii) Medical Devices	YES / NO	
	(viii) Energy	YES / NO	
	(ix) Biotechnology	YES / NO	
	(x) Pharmaceutical Sciences	YES / NO	
7	Whether any Capacity building programmes conducted for Govt. institutions Dept./Colleges/SMEs in last three years	YES / NO	
8	Whether your offices are located in Palakkad/Coimbatore	YES / NO	
9	Whether you have served any Clients in the last 3 Years (In India & Abroad) for	YES / NO	
	(i) Trade Mark related	YES / NO	
	(ii) GI	YES / NO	
	(iii) Industrial Design	YES / NO	

FORMAT FOR SELF-CERTIFICATION UNDER PREFERENCE TO MAKE IN INDIA
(TO BE SUBMITTED ONLY THROUGH ONLINE MODE IN APPROPRIATE FORMAT)

Format for Affidavit of Self-Certification regarding Minimum Local Content in line with “Make in India” Policy vide GoI Order no. P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019 and 04.06.2020)

Date: _____
 I/We _____ S/o, D/o, W/o, _____
 Resident of _____

Hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 (hereinafter PPP-MII order) of Government of India issued vide Notification No:P-45021/2/2017 -BE-II dated 15/06/2017, its revision dated 28/05/2018 and any subsequent modifications/Amendments, if any and

That the local content for all inputs which constitute the said goods/services/works has been verified by me and I am responsible for the correctness of the claims made therein.

Tick (✓) and Fill the Appropriate Category	
<input type="checkbox"/>	I/We _____ [name of the manufacturer] hereby confirm in respect of quoted items(s) that Local Content is equal to or more than 50% and come under “ Class-I Local Supplier ” category.
<input type="checkbox"/>	I/We _____ [name of the manufacturer] hereby confirm in respect of quoted items(s) that Local Content is more than 20% but less than 50% and come under “ Class-II Local Supplier ” category.
<input type="checkbox"/>	I/We _____ [name of the manufacturer] hereby confirm in respect of quoted items(s) that Local Content is less than or equal to 20% come under “ Non-Local Supplier ” category.

For and on behalf of..... (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)
 <Insert Name, Designation and Contact No.>

[Note: In case of procurement for a value in excess of Rs. 10 Crores, the bidders shall provide this certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.]

BID SECURITY DECLARATION FORM
(TO BE SUBMITTED ONLY THROUGH ONLINE MODE IN APPROPRIATE FORMAT)

Date: _____

Tender No. _____

To (insert complete name and address of the purchase)

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 We may be disqualified from bidding for any contract with you for a period of one 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 the 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)

Note: **This letter should be on the letterhead of the quoting firm and should be signed by a Competent Authority. Non-submission of this will lead to DISQUALIFICATION of bids.**

UNDERTAKING BY THE BIDDER
(TO BE SUBMITTED ONLY THROUGH ONLINE MODE IN APPROPRIATE FORMAT)

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 EQUIPMENT/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).

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.