



Indian Institute of Technology Jodhpur

TENDER FOR EMPANELMENT OF IP LAW FIRMS

Bids to be submitted online (CPPP)

For

(Technical and Financial bid as per tender document)

NIT No: IITJ/SPS/R/25-26/IPR/01 dated 08 May 2025

**Office of Stores & Purchase
IIT Jodhpur, Institute Building (East),
NH-62, Nagaur Road, Karwar,
Jodhpur-342030, Rajasthan
Phone: 0291 2801 101/ 1105, Email: sps@iitj.ac.in**

SCHEDULE

Name of Organization	Indian Institute of Technology Jodhpur
Open Tender Notice No. (NIT)	<u>IITJ/SPS/R/25-26/IPR/01</u> dated 08 May 2025
Tender Type (Open/Limited/EOI/Auction/Single)	Open
Tender Category (Services/Goods)	Services
Type/Form of Contract (Supply/ Auction/ Service/ Buy/ Empanelment/ Sell)	Empanelment
Product Category	Empanelment of IP Law Firms
Is Multi Currency Allowed	No
Date of Issue/Publishing	08/05/2025 (15:00 Hrs)
Document Download/Sale Start Date	08/05/2025 (15:00 Hrs)
Document Download/Sale End Date	29/05/2025 (15:00 Hrs)
Last Date and Time for Uploading of Bids	29/05/2025 (15:00 Hrs)
Date and Time of Opening of Technical Bids	30/05/2025 (15:00 Hrs)
No. of Covers (1/2/3/4)	02
Bid Validity days (180/120/90/60/30)	180 days
Period of Contract	1 Year
EMD	Rs 4,00,000/-
Address for Communication	Office of Stores & Purchase, Institute Building (East), IIT Jodhpur, NH-65, Nagaur Road, Karwar, Jodhpur-342030
Contact No.	0291-2801 108/ 0291-2801 105
Email Address for Correspondence	sps@iitj.ac.in

Indian Institute of Technology Jodhpur (hereinafter referred to as the “Institute”), an Educational Institute of National Importance, invites online Bids in two-bid format for “Empanelment of IP Law Firms” at the Institute as per the scope provided. All offers should be made in English and should be written in both figures and words. Tender forms can be downloaded from the CPP Portal (<http://eprocure.gov.in/eprocure/app>) & Institute website <http://www.iitj.ac.in/tenders/index.php?id=equipment>. The bidders are requested to read the tender document carefully and ensure compliance with all specifications/instructions herein. Non-compliance with specifications/instructions in this document may disqualify the bidders from the tender exercise. The Director, IIT Jodhpur reserves the right to select the item (in single or multiple units) or to reject any quotation wholly or partly. Incomplete tenders, amendments and additions to tender after opening or late tenders are liable to be ignored and rejected.

1. INSTRUCTIONS FOR ONLINE BID SUBMISSION:

- 1.1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender publishing on the CPP Portal.
- 1.2. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 1.3. Bidder will go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 1.4. The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in .pdf format. All bids both Technical and Financial should be submitted in the e-Procurement portal.
- 1.5. Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <http://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link “Information about DSC”.
- 1.6. The Institute will not be responsible for any type of technical issue regarding uploading of Tender on website.

2. SEARCHING FOR TENDER DOCUMENTS

- 2.1. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 2.2. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3. PREPARATION OF BIDS

- 3.1.** Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS formats. Bid documents may be scanned with 100 dpi with black and white option.
- 3.2.** To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” are available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

4. Earnest Money Deposit (EMD):

The bidder will upload the Scanned copy of receipt of deposition of Earnest Money Deposit (EMD) of Rs. 4,00,000.00/- (Rupees Four Lakhs only) in favour of The Director, I.I.T. Jodhpur in the form of Bank Guarantee, Fixed Deposit or Demand Draft of a scheduled bank in the name of Director, IIT Jodhpur valid for 90 days from the date of opening of the tender. For online payment of EMD, please follow/ click the link <https://oa.iitj.ac.in/ePay> . The EMD will be Refundable without interest. Bids without EMD shall not be considered. The bidder will upload scanned copy of the receipt of deposition of Earnest Money & will also submit an undertaking for submission of original EMD on firm's letter head duly sealed & signed by the authorized person of the firm. However, in addition to the above as per Rule 170 of GFR--- “Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy (as amended from time to time) issued by Department of Micro, Small and Medium Enterprises (MSME)” are exempt from submission of EMD (Bid security), but the firm has to submit valid MSME registration documents for exemption in EMD

5. Performance Bank Guarantee:

The successful bidder shall be required to deposit a Performance Security Deposit of Rs 10,00,000/- (Ten Lakhs Only) in the form of Bank Guarantee from any Scheduled Commercial Bank drawn in favour of “The Director, IIT Jodhpur” covering the period of contract and 60 days beyond the contract period. In case, the contract is further extended the Bank Guarantee will have to be accordingly extended/renewed by the successful vendor. All incidental charges whatsoever such as premium, commission etc. with respect to the Bank Guarantee shall be borne by the successful bidder. Non deposit of Bank Guarantee within the stipulated time shall render the contract invalid at the discretion of IIT Jodhpur.

6. Requirement of Registration

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every

artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. “Bidder from a country which shares land border with India” for the purpose of this Order means: -

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such a country; or
- f. Natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-----

- a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
- b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- V. An agent is a person employed to do any act for another, or to represent another in dealings with third person.

Certificate for Tenders

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.”

7. Scope of Work:

1. Assessment, preparation, drafting, filing, submission, prosecution, opposition, and maintenance of Indian patent applications and granted patents.
2. Assessment, preparation, submission, drafting, filing, prosecution, opposition, and maintenance of international patent applications and granted patents.
3. Obtaining registration and ensuring maintenance of copyrights, industrial designs, trademarks, and semiconductor integrated circuit layout designs.
4. Managing IP infringement matters.
5. Securing approvals under the National Biodiversity Act or any other applicable legal provisions.

8. Duration:

1. The empanelment will be for a duration of initially one year and extendable upto additional three years based on satisfactory performance.

9. Bid Submission:

The tender comprises two sections: the Technical Bid and the Financial Bid. Both bids must be submitted simultaneously but in separate e-envelopes.

1. Envelope 1 should include:
 - a. Technical specifications as outlined in Annexure-I.
 - b. All required documents, declarations, and information specified in annexure I in annexure II.
2. Envelope 2 should include:
 - a. The Financial Bid in the prescribed BOQ_XXXX.xls format.

Note: The Financial Bid must not be submitted or uploaded along with the Technical Bid or any technical documents. It should be submitted exclusively as the Price Bid (Envelope-2) in the specified Excel format. Non-compliance with this requirement will result in the rejection of the bid.

10. Evaluation Process:

1. The Technical Bid consists of two sections: Prequalification Criteria and Technical Capability (as per Annexure I).
2. The Tenderer must fulfill all prequalification criteria, while technical capability will be evaluated and scored.
3. Technical parameters will be assessed as per the criteria outlined in Annexure I.
4. If a Tenderer fails to meet the minimum requirement for any technical parameter, the score for that parameter will be zero.
5. Only Tenderers scoring more than 60 marks in the Technical Bid will qualify for the Financial Bid opening.
6. In the Financial Bid, quotes must be provided for all activity heads; no field should be left blank.
7. Charges quoted in the Financial Bid will be scored using the formula:
$$\text{Total Charges (₹)} = (\text{Indian Patents} \times 0.4) + (\text{Foreign Patents} \times 0.3) + (\text{Design} \times 0.1) + (\text{Copyright} \times 0.1) + (\text{Trademark} \times 0.1)$$
8. The Top 10 Tenderers will be selected for empanelment based on the lowest total charges, ranked as L1, L2, ... L10. Parameters with percentage-based quotes will not be included in the scoring formula.

11. Pre-qualification criteria:

1. The Firm must be registered in India.
2. The Firm must possess a valid PAN and GST number (RCM).
3. The Firm must have an annual turnover of at least INR 5 Crore per year and have not incurred any loss in the last three financial years.
4. At the time of the bid submission, the Firm should have been associated with at least 25 clients for the past three years.
5. The Firm must have at least 10 years of experience in IPR as an Indian entity at the time of bid submission.
6. The Firm must have filed at least 300 patent applications in India in the last five years.
7. The Firm must have filed at least 30 foreign patent applications in the last five years.
8. The Firm must have at least five patent agents on regular payroll. Details include appointment letters/associate agreements and their Patent Agent Registration Numbers.

9. The Firm must not be blacklisted by any Central/State Government, Public Sector Undertaking, or Government of India.
10. The Firm must not be involved in any major litigation that could impact or compromise service delivery.
11. The Firm must be directly active or have an association in foreign countries at the time of bid submission.

Annexure I

TECHNICAL SPECIFICATION

Firm Name :			
Address :			
PRE-QUALIFICATION CRITERIA COMPLIANCE SHEET			
	FIRM DETAILS	YES/NO	DOCUMENTS REQUIRED
1	Is the firm legally registered in India?		Company Incorporation Certificate & Office Address Proof. <i>(Document(s) to be attached in Annexure-II)</i>
2	Whether the firm has a valid PAN and GST number?		GST certificate and PAN card copy <i>(Document(s) to be attached in Annexure-II)</i>
3	Whether the firm has a valid PAN and GST number?		To be provided along with the audited balance sheet and profit & loss statements for the last three years, duly attested and notarized. <i>(Document(s) to be attached in Annexure-II)</i>
4	Whether the firm has been associated with at least 25 clients over the past three years at the time of bid submission?		List of clients with their point of contact <i>(Document(s) to be attached in Annexure-II)</i>

5	Whether the firm has a minimum of ten years of experience in IPR as an Indian entity at the time of bid submission?		Self-declaration on the company's letterhead. <i>(Document(s) to be attached in Annexure-II)</i>
6	Has the firm filed 300 patent applications in India over the last five years?		Copy of Power of Attorneys as evidence. <i>(Document(s) to be attached in Annexure-II)</i>
7	Has the firm filed at least 30 foreign patent applications in the last five years?		Copy of Power of Attorneys as evidence. <i>(Document(s) to be attached in Annexure-II)</i>
8	Has the firm appointed at least five patent agents on a regular payroll basis?		Copy of appointment letters. <i>(Document(s) to be attached in Annexure-II)</i>
9	Has the firm been blacklisted or debarred by any Central or State Government, Public Sector Undertaking, or the Government of India?		Self-declaration on the firm's letterhead. <i>(Document(s) to be attached in Annexure-II)</i>
10	Has the firm been involved in any major litigation that could impact or compromise the delivery of services?		Self-declaration on the firm's letterhead. <i>(Document(s) to be attached in Annexure-II)</i>
11	Is the firm directly active or associated in any foreign countries at the time of bid submission?		Relevant supporting document. <i>(Document(s) to be attached in Annexure-II)</i>

Technical Capability (Total Marks: 100)

Note: If the minimum requirement for any parameter under technical capability is not met, the score for that parameter will be **zero**.

	Technical Capability	Marks for scoring	Numbers to be provided in this column and details to be provided as Annexure II.
12	<p>Previous Experience with Organizations</p> <p>The Firm/Attorney must have ongoing working experience with institutions such as IITs, IISERs, or IISC, handling all types of IP, including Patents, Designs, Copyrights, Trademarks, and Service Marks. Additionally, the Firm/Attorney should have expertise in filing and prosecuting patent applications in countries outside India (e.g., USA/PCT).</p> <p><i>(A minimum empanelment with at least one IIT or IISER, or IISC presently will be considered.)</i></p> <p>Maximum Marks: 10</p>	<p>1-2: 6 Marks</p> <p>3-4: 8 Marks</p> <p>5-6: 10 Marks</p>	<p>Empanelment documents are to be provided as evidence.</p> <p><i>(Document(s) to be attached in Annexure-II)</i></p>
13	<p>Number of Employees/Associates on Payroll</p> <p><i>(A minimum of 20 employees enrolled continuously for a period of ≥ 1 year will be considered)</i></p>	<p>20-30: 4 Marks</p> <p>31-40: 6 Marks</p> <p>>40: 8 Marks</p>	<p>No. =</p> <p>List of employees (maximum 41).</p> <p><i>(Document(s) to be attached in</i></p>

	Maximum Marks: 8		<i>Annexure-II)</i>
14	<p>Number of IP Professionals Handling IP Applications</p> <p>Must include experts across various branches of science and engineering, specifically in biology, chemistry, biotechnology, electrical and electronics, civil, mechanical, IT, and computer sciences.</p> <p><i>(A minimum of 15 IP professionals will be considered.)</i></p> <p>Maximum Marks: 8</p>	<p>15-20: 4 Marks</p> <p>21-25: 6 Marks</p> <p>>25: 8 Marks</p>	<p>No. =</p> <p>List of IP professionals (maximum 26).</p> <p><i>(Document(s) to be attached in Annexure-II)</i></p>
15	<p>Number of Patent Agents on Payroll</p> <p><i>(A minimum of 5 Patent Agents on payroll continuously for a period of ≥ 1 year will be considered.)</i></p> <p>Maximum Marks: 1</p>	<p>5-8: 6 Marks</p> <p>9-11: 8 Marks</p> <p>>11: 10 Marks</p>	<p>No. =</p> <p>List of patent agents (maximum 12).</p> <p><i>(Document(s) to be attached in Annexure-II)</i></p>

16	<p>Number of Indian Patent Applications Filed</p> <p>Must have filed Indian patent applications within the last three years from the publication date of the Tender.</p> <p><i>(A minimum of 300 patent applications will be considered.)</i></p> <p>Maximum Marks: 8</p>	<p>300-350:4 Marks</p> <p>351-400:6 Marks</p> <p>>400:8 Marks</p>	<p>No. =</p> <p>List of cases (maximum 401).</p> <p><i>(Document(s) to be attached in Annexure-II)</i></p>
17	<p>Number of Indian Patents Granted</p> <p>Must have received Indian patent grants within the last three years from the publication date of the Tender.</p> <p><i>(A minimum of 300 granted patents will be considered. Applications taken over by the firm, wherein complete application drafting and filing is made by other firm/attorney shall not be included.)</i></p> <p>Maximum Marks: 8</p>	<p>300-350:4 Marks</p> <p>351-400:6 Marks</p> <p>>400: 8 Marks</p>	<p>No. =</p> <p>List of cases (maximum 401).</p> <p><i>(Document(s) to be attached in Annexure-II)</i></p>
18	<p>No. of professionals on the payroll for filing copyrights, trademarks, design, and other forms of IP (other than patent agents)</p> <p><i>(Minimum 4 professionals on payrolls for a continuous period of ≥ 1 year will be considered)</i></p> <p>Maximum Marks – 8</p>	<p>4-6: 3 Marks</p> <p>7-8: 5 Marks</p> <p>>8: 8 Marks</p>	<p>No. =</p> <p>List of professionals (maximum 9).</p> <p><i>(Document(s) to be attached in Annexure-II)</i></p>

19	<p>No. of applications (other IPs apart from patent applications i.e. copyright, Design, trademarks) filed in the last three years from the publication date of the Tender.</p> <p><i>(Minimum 200 applications will be considered)</i></p> <p><i>Maximum Marks – 8</i></p>	<p>200-250: 4 Marks</p> <p>251-300: 6 Marks</p> <p>>300: 8 Marks</p>	<p>No. =</p> <p>List of cases (maximum 301).</p> <p><i>(Document(s) to be attached in Annexure-II)</i></p>
20	<p>No. of foreign countries wherein the firm is operational or has association with?</p> <p><i>(Minimum 5 countries of operation/ association will be considered) Maximum Marks – 8</i></p>	<p>5-10: 4 Marks</p> <p>11-15: 6 Marks</p> <p>>15: 8 Marks</p>	<p>No. =</p> <p>List of foreign IP firms/ partners and countries of operation/ association.</p> <p><i>(Document(s) to be attached in Annexure-II)</i></p>
21	<p>No. of Foreign patent applications filed in the last three years from the publication date of the Tender in different countries FOR INDIAN CLIENTS)</p> <p><i>(Minimum 30 foreign patent applications will be considered) Maximum Marks – 8</i></p>	<p>30-50: 4 Marks</p> <p>51-100: 6 Marks</p> <p>>100: 8 Marks</p>	<p>No. =</p> <p>List of Foreign patent applications (maximum 101).</p> <p><i>(Document(s) to be attached in Annexure-II)</i></p>

22	<p>No. of Foreign patents (US and EP only) granted in the last three years from the publication date of the Tender.</p> <p><i>(Minimum 30 foreign granted patents will be considered) Maximum Marks – 8</i></p>	<p>30-60: 4 Marks</p> <p>61-70: 6 Marks</p> <p>>70: 8 Marks</p>	<p>No. =</p> <p>List of foreign patents (maximum 71).</p> <p><i>(Document(s) to be attached in Annexure-II)</i></p>
23	<p>No. of PCT applications filed in the last three years from the publication date of the Tender.</p> <p><i>(Minimum 30 PCT applications will be considered)</i></p> <p><i>Maximum Marks - 8</i></p>	<p>30-40: 4 Marks</p> <p>41-50: 6 Marks</p> <p>>50: 8 Marks</p>	<p>No. =</p> <p>List of PCT applications (maximum 51).</p> <p><i>(Document(s) to be attached in Annexure-II)</i></p>

I have attached all relevant supporting documents (As annexure II) for my claims.

Scope of Work and Charges

(To be filled by the bidders and sent in a separate sealed envelope for financial bid evaluation)

Patent

S. No.	Activity	*Charges
1	Brief IP report	
2	Prior Art Search and Patentability Assessment	
3	Drafting and filing of provisional specification	
4	Drafting and filing of complete specification	
5	Drafting and filing complete specification after provisional	
6	Drafting and filing a Patent of addition	
7	Drafting and filing a Divisional patent	
8	Preparation and filing of PCT application	
9	Drafting and Filing response to search report and written opinion of the ISA	
10	Filing a Demand for International Preliminary Examination to International Preliminary Examining Authority for carrying out an additional patentability analysis, usually on amended application (after amending your invention in light of the search report and written opinion of the ISA)	

11	Submission of Form-3 after every update in status of PCT/corresponding foreign applications (Convention and National phase)	
12	Preparation and filing of Form 4	
13	Preparation and filing of Form 8	
14	Preparation and filing of Form 9	
15	Preparation and filing of Form 13	
16	Filing of Request for Expedite Examination (Form 18A)	
17	Preparation and filing of Working Statement (Form 27)	
18	Preparation and filing of other forms	
19	Preparation and filing of Form III for submission to National Biodiversity Authority	
20	Preparation and filing of response to First Examination Report	
21	Filing petition u/r 138 or 137 or 46	
22	Processing the taking over of an application	
23	Attending a Hearing, preparing and filing written submissions	
24	Obtaining a certified copy of priority document from IPO for PCT application or Convention application	
25	Processing of renewal fee (Annuity Payment)	
26	Preparation and filing of Form 28	

27	Procuring & forwarding patent certificate from Indian Patent Office	
28	Drafting, filing and attending hearing in Pre-grant opposition	
29	Drafting, filing and attending hearing in Post-grant opposition	
30	Preparing and filing NBA application including all the follow ups	
31	Drafting and filing of Patent Assignment along with Form-6 / Form-16 as required	
32	Drafting and filing of foreign provisional specification	
33	Drafting and filing of foreign complete specification	
34	Preparation and filing of foreign filing license (Form-25)	
35	Response to office action for foreign application (Prosecution: Final or Non-final)	
36	Payment of issue fee in US after notice of allowance from USPTO	
37	Procuring & forwarding certified copy of Priority application from USPTO	
38	Reporting grant of foreign patent with patent certificate	
39	Payment of annuity for foreign patent	
40	Filing a Form-16 to update the patent register in case of Licensing out a granted Indian patent	
41	Filing request for Withdrawal of Application from IPO	

42	Filing a request for post-dating	
43	Filing application for Restoration of a patent under section 60	
44	Freedom to Operate (FTO) Analysis	
45	Patent Landscaping	
46	Valuation of Technology	

Design

S. No.	Activity	*Charges
1	Preparation and filing of an application	
2	Preparation and filing of Form 4	
3	Preparation and filing of response to FER/office action	
4	Attending hearing & filing written submission in design matter	
5	Procuring & forwarding registration certificate	
6	Filing of petition u/r 46	

Trademark

S. No.	Activity	*Charges
1	Preparation and filing a new application	
2	Drafting and filing of an affidavit	
3	Preparation and submission of response to examination report	
4	Attending hearing & filing written submission	
5	Pursuing the application at the Indian Trademark registry and forwarding copy of the advertisement	
6	Procuring & forwarding registration certificate	
7	Filing a Trademark Opposition	
8	Filing a Response to Trademarks Opposition	
9	Renewal of a registered Trademark	

Copyright

S. No.	Activity	*Charges
1	Preparation and filing of an application	

2	Preparation and filing of copyright application for software	
3	Drafting, filing and submission of response to Examination Report	
4	Procuring & forwarding registration certificate	

****Excluding GST***

- 12. Indemnity:** The vendor shall indemnify, protect and save IIT JODHPUR against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the materials supplied by him.

13. Code Of Integrity:

No official of a procuring entity or a bidder shall act in contravention of the codes which includes

(i) prohibition of

- a. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- b. any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- c. any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
- d. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- e. any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
- f. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- g. obstruction of any investigation or auditing of a procurement process.
- h. making false declaration or providing false information for participation in a tender process or to secure a contract;

(ii) disclosure of conflict of interest.

(iii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause

(i) with any entity in any country during the last three years or of being debarred by any other procuring entity.

14. Force Majeure:

- a) The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- c) If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

15. Arbitration and Laws:

In case of any dispute or difference arising out of or in connection with the tender conditions / order and Contract, the Institute and the Supplier will address the dispute / difference for a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by the Institute. The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Jodhpur only. The resolution of the Arbitrator shall be final and binding on both the parties.

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

16. Jurisdiction:

The courts at Jodhpur alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender / contract. It is specifically agreed that no court outside and other than Jodhpur court shall have jurisdiction in the matter.