भारतीय प्रौद्योगिकी संस्थान
(काशी हिंदू विश्वविद्यालय), वाराणसी
वाराणसी-**221005**, उत्तर प्रदेश, भारत

बौद्धिक संपदा फर्मों से ई-निविदा आमंत्रित करने की सूचना

निविदा संख्या: भा. प्रौ. सं. (का. हि. वि.वि.)/IPR Cell/2026-27/01, दिनांक: 05.08.2026

भारतीय प्रौद्योगिकी संस्थान (का.हि.वि. वि.), वाराणसी-221005, उत्तर प्रदेश, भारत बौद्धिक संपदा फर्मों से **3** वर्ष के लिए बौद्धिक संपदा की फाइलिंग और अभियोजन व इससे संबंधित कार्यों के लिए ऑनलाइन निविदा आमंत्रित करता है। जिसे अवधि के दौरान संतोषजनक निष्पादन के आधार पर अगले 2 वर्षों तक बढ़ाया जा सकता है।

निविदा दस्तावेज केंद्रीय सार्वजनिक खरीद पोर्टल **https://eprocure.gov.in/eprocure/app** या भा. प्रौ. सं. (का. हि. वि. वि.) की वेबसाइट (**https://www.iitbhu.ac.in/tenders**) से डाउनलोड किए जा सकते हैं

प्री-बिड मीटिंग की तारीख	:	10.08.2026 (सोमवार)
बोली जमा करने की प्रारंभ तिथि	:	12.08.2026 (बुद्धवार)
बोली जमा करने की अंतिम तिथि	:	26.08.2026 (बुद्धवार)
बोली खुलने की तिथि	:	27.08.2026 (गुरुवार)

एसडी/-

सह-अधिष्ठाता (अनुसंधान एवं विकास) और प्रभारी, IPR सेल
भारतीय प्रौद्योगिकी संस्थान
(काशी हिंदू विश्वविद्यालय), वाराणसी
वाराणसी-221005

INDIAN INSTITUTE OF TECHNOLOGY
(BANARAS HINDU UNIVERSITY), VARANASI

Varanasi-221 005, Uttar Pradesh, India

NOTICE INVITING E-TENDER FROM INTELLECTUAL PROPERTY FIRMS

Tender No.: IIT (BHU)/IPR Cell /2026-27/01 **Dated: 05.08.2026**

Indian Institute of Technology (BHU), Varanasi, Varanasi-221005, Uttar Pradesh, India invites online tender from Intellectual Property Firms for 3 years for filing and prosecution of Intellectual property and other related works, which may further be extended for 2 next years based on satisfactory performance during the period.

Tender Documents may be downloaded from Central Public Procurement Portal http://eprocure.gov.in/eprocure/app or IIT(BHU) website (**https://www.iitbhu.ac.in/tenders**)

Pre-Bid Meeting Date	:	10.08.2026 (Monday)
Bid Submission Start Date	:	12.08.2026 (Wednesday)
Bid Submission End Date	:	26.08.2026 (Wednesday)
Bid Opening Date	:	27.08.2026 (Thursday)

Sd/-
ADORD & Incharge IPR Cell
Indian Institute of Technology
(Banaras Hindu University), Varanasi
Varanasi-221005,

<u>CONTENTS OF TENDER DOCUMENT</u>

Hiring of services of Intellectual Property (IP) firms

SECTION – I

(NOTICE INVITING E-TENDER)

1. On behalf of the ADORD & Incharge IPR Cell, IIT (BHU) Varanasi, online tender from eligible, experienced Intellectual Property (IP) Firms for doing various Intellectual Property Rights works.
2. Tender Documents may be downloaded from Central Public Procurement Portal http://eprocure.gov.in/eprocure/app or IIT (BHU) website https://www.iitbhu.ac.in/tenders.
3. Bidders can access tender documents on the CPP Portal. They are required to select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website http://eprocure.gov.in/eprocure/appas per the time schedule given in this tender document. Aspiring Bidders who have not enrolled/registered in e-procurement should enrol/register before participating through the website http://eprocure.gov.in/eprocure/app.**The portal enrolment is free of cost.**
4. Bidders are advised to go through instructions provided at "Instructions for online Bid Submission". Bidders are requested to follow the instructions carefully as per the tender document and the instructions given in the above said website. The bidder should go through the tender documents/instructions carefully before submitting/uploading the bids.
5. No bid will be accepted **manually**. All bids (both Technical and Financial) should be submitted on the E-procurement portal on http://eprocure.gov.in/eprocure/app on or before the last date as specified in the critical data sheet. Further, all communications should be addressed to The ADORD & In charge IPR Cell, Indian Institute of Technology (Banaras Hindu University), Varanasi – 221005, U.P.
6. The Institute shall not be responsible for any delay in submission of online Bids. The Institute reserves the right to accept or reject any bid, cancel the tender without assigning any reason thereof. Institute's decision in this regard shall be treated as final. No correspondence in this regard will be entertained.
7. The tender processing fee of Rs. 2360/- (inclusive of 18% GST) (non-refundable) has to be paid to the Institute's account no. 34923598941, A/c Name- IIT (BHU) RESEARCH & DEVELOPMENT ACCOUNT, IFS Code-SBIN0011445 maintained with the SBI IT-BHU Branch through RTGS/NEFT, failing which the bid will be rejected. **The scanned copy of proof of tender fee deposit in PDF format is to be uploaded online.** The Bidders registered with National Small Industries Corporation (NSIC)/Small Scale Industries (SSI)/Micro Small & Medium Enterprises (MSME), for the tendered work will be exempted for submission of Tender Processing Fee. [The Bidder should upload an authenticated/notarized copy of their valid registration certificate **(current)** with NSIC, MSME and SSI for grant of exemption].
8. The **Earnest Money Deposit (EMD)** of **Rs. 2,00,000/- (Rupees Two Lakh only)** shall be submitted through RTGS/NEFT in favour of "Registrar, IIT (BHU)" payable at Varanasi and be sent to The Registrar, Indian Institute of Technology (Banaras Hindu University), Varanasi – 221005, U.P. Earnest Money will be refunded to unsuccessful bidders after finalization of the contract. After award of contract, the Company/Firm/Agency has to deposit specified

performance security deposit. Performance security will remain valid for 1 month beyond the date of completion of all contractual obligations.

9. A Tender Acceptance letter is to be given on firm’s letter head and after award of work to the successful Bidders; a service level agreement will be signed for the respective works. The format of agreement is given at Annexure-III.
10. Conditional bids shall not be considered and will be rejected out rightly.
11. The Financial Bids of only those bidders who qualify in the technical bid shall be opened after evaluation by a Committee constituted for the purpose. No bidder will be allowed to withdraw its bids after opening of technical bids.
12. If any bidder intends to withdraw bid after opening of technical bids, **its EMD will be forfeited**.
13. The Institute reserves the right to reject any or all the bids submitted by the bidders at any time or relax/withdraw/add any of the terms and conditions contained in the Tender Documents without assigning any reason thereof.
14. Any subsequent Updates, Addendums, Corrigendum’s, etc., if any, will be published only on the website http://eprocure.gov.in/eprocure/app and www.iitbhu.ac.in. All bidders are required to regularly check the websites for any update(s).

CRITICAL DATA SHEET

Date of Issue/Publication of E-Tender Notice	05.08.2026 (16:00 Hrs)
Bid Document Download Start Date	05.08.2026 (16:00 Hrs)
Last Date and Time for submitting queries through email. e-mail ID: - coordinator.ipr@iitbhu.ac.in	10.08.2026 (12:00 Hrs) (Kindly note that all queries are to be sent on the e-mail address given at the bottom row of this sheet. No e-mail queries shall be entertained after the aforementioned date and time.)
Pre-Bid Meeting Date, Time & Venue (All E-Mail queries received shall be discussed in the Pre-Bid Meeting in the presence of Prospective Bidders)	10.08.2026 (12:00 Hrs) Venue- (Hybrid Mode) Meeting Room, R&D office, IIT (BHU), Varanasi Link for Pre Bid Meeting on 10.08.2026@12:00 PM: https://meet.google.com/yuu-gxha-vyj?hs=122&authuser=0
Bid Submission Start Date	12.08.2026 (09:30 Hrs)
Bid Document Download End Date	26.08.2026 (15:00 Hrs)
Bid Submission Last Date	26.08.2026 (15:00 Hrs)
Bid Opening Date	27.08.2026 (15:00 Hrs)
Tender Processing Fees (Non Refundable)	Rs. 2,360/- (through NEFT/RTGS) Details of bank account given at Section-III **Name of Account –** IIT (BHU) RESEARCH & DEVELOPMENT ACCOUNT **Name of the Bank -** State Bank of India **Name of Branch -** IT, BHU, Varanasi **Account No. -** 34923598941 **IFSC Code -** SBIN0011445 **Account Type:** Current
Earnest Money Deposit	Rs. 2,00,000/- (Rupees Two Lakh only) shall be submitted through RTGS/NEFT to “Registrar, IIT (BHU)” Varanasi. *Scanned copy as a proof to be uploaded in cover 1* **Name of Account –** IIT (BHU) RESEARCH & DEVELOPMENT ACCOUNT **Name of the Bank -** State Bank of India **Name of Branch -** IT, BHU, Varanasi **Account No. -** 34923598941 **IFSC Code -** SBIN0011445 **Account Type:** Current

Address For Communication	Associate Dean Research & Development (Incharge IPR Cell), Indian Institute of Technology (BHU) Varanasi – 221005, U.P. Email: coordinator.ipr@iitbhu.ac.in
Contract Duration	Three Years from the date of contract. (Extendable for next year on satisfactory performance to be reviewed and assessed at the end of every year)

Sd/-
ADORD & Incharge IPR Cell,
Indian Institute of Technology
(Banaras Hindu University),
Varanasi – 221005,
E-mail: coordinator.ipr@iitbhu.ac.in

SECTION - II

INSTRUCTION FOR ONLINE BID SUBMISSION

As per the directives of the Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: http://eprocure.gov.in/eprocure/app). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant only to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information for submission of online bids on the CPP Portal may be obtained at http://eprocure.gov.in/eprocure/app.

1. Registration

1.1 Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "Click here to Enrol". **Enrolment on the CPP Portal is free of charge.**

1.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

1.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

1.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class-II or Class-III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/TCS/n-Code/e-Mudhra etc.), with their profile.

1.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

1.6 Bidder has to logon to the site through secured log-in user ID/password, and the password of the DSC/e Token.

2. Searching for Tender Documents:

2.1 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 key words etc. to search for a tender published on the CPP Portal.

2.2 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 Tender" 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.

2.3 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 Help desk.

3. Preparation of Bids:

3.1 Bidders should take into account any corrigendum published, if any, in respect of the tender document before submitting their bids.

3.2 Bidder, in advance, should be ready for the bid documents to be submitted as indicated in the tender document/schedule as PDF/XLS/RAR/DWF formats. Bid documents may be scanned with 100 DPI with black and white option.

3.3 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, audit or certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for the bid submission process.

Documents Comprising the Bid

The **Two Bid System**, i.e. "Techno – Commercial Bid" and "Price Bid" to be prepared by the Bidder shall comprise the following:

A. Techno – Commercial Bid (Un-priced Bid): [Upload online scanned copies in PDF format]

i) Scanned copy of Bid Security (EMD) & Tender Fee payment proof.

ii) Scanned copy of Technical Bid (proforma given in Section–VII and other documents.

iii) Scanned copy of PAN Card, GST registration.

iv) Scanned copy of documents mentioned in Eligibility Criteria as per Section-VI and VII. Scanned copy of other relevant documents.

B. Price Bid: [Upload online in prescribed PDF format as per Bidding Document]

i) Price Bid duly filled up with all the details as per Section-VIII.

ii) It is the responsibility of the Bidder to go through the Bidding Document to ensure submission of all required documents.

iii) All pages of the Bid should be numbered and indexed.

iv) The authorized signatory of the Bidder must sign the Bid duly stamped at appropriate places and initial all the remaining pages of the Bid.

v) A Bidder, who does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

Note: All documents should be submitted in PDF format.

4. Submission of Bids

4.1 Bidder should logon to the site well in advance for bid submission so that he/she uploads the bid in time, i.e., on or before the bid submission date. Bidders will be responsible for any delay due to other issues.

4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

4.3 Bidders are requested to note that they should necessarily submit their financial bids in the form as provided and no other format is acceptable. Once the details have been completed, the bidder should submit it online. If the format of financial bid is found to be modified by the bidder, the bid will be rejected.

4.4 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referring the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

4.5 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

4.6 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid number and the date & time of submission of the bid with all other relevant details.

4.7 Kindly submit scanned PDF of all relevant documents.

5. Assistance to Bidders

5.1 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.

5.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact numbers for the help desk are 0120-4200462, 0120-4001002, 0120-4001005 and 0120-6277787.

6. General Instructions to the Bidders

6.1 The tenders will be received online through portal https://eprocure.gov.in/eprocure/app. In the Technical Bids, the bidders are required to upload all the documents in **pdf format only**.

6.2 Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the firm's name is a prerequisite for registration and participating in the bid submission activities through https://eprocure.gov.in/eprocure/app. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site https://eprocure.gov.in/eprocure/app. under the link “Information about DSC”.

6.3 Bidders are advised to follow the instructions provided in the Instructions to the Bidder for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at https://eprocure.gov.in/eprocure/app.

6.4 Bidder who has downloaded the tender from the Central Public Procurement Portal (CPPP) website https://eprocure.gov.in/eprocure/app. and www.iitbhu.ac.in. **Shall not tamper/modify the tender form including downloaded price bid template in any manner. If the same is found to be tempered/ modified in any manner**, tender will be completely rejected and Bid Security (EMD) would be forfeited.

SECTION - III

Instructions to Bidders

1. **Scope of Work**

   Scope of work is provided in (Section-V) of this document.

2. **Cost of Bidding**

   The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Institute will, in no case, be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

3. **Tender Processing Fee**

   The tender processing fee of Rs. 2360/- (inclusive of 18% GST) (non-refundable) is to be paid to the Institute's account through RTGS/NEFT, failing which the bid will be rejected. The scanned copy of proof of deposition in PDF format is to be uploaded online. The Bidders registered with National Small Industries Corporation (NSIC)/Small Scale Industries (SSI)/Micro Small & Medium Enterprises (MSME), for the tendered work will be exempted for submission of Tender Processing Fee. The Bidder should upload an authenticated/notarized copy of their valid registration certificate (current) with NSIC, MSME and SSI for grant of exemption. The details of account for deposition of tender processing fee are as under:

   Name of Account – IIT (BHU) RESEARCH & DEVELOPMENT ACCOUNT
   Name of the Bank - State Bank of India
   Name of Branch - IT, BHU, Varanasi
   Account No. - 34923598941
   IFSC Code - SBIN0011445
   Account Type: Current

4. **Earnest Money Deposit (E.M.D.)**

   The Earnest Money Deposit (EMD) of Rs. 2, 00,000/- (Rupees Two Lakh only) shall be submitted through RTGS/NEFT to "Registrar, IIT (BHU)" Varanasi. Earnest Money will be refunded to unsuccessful bidders after award of the contract.

5. Content of Bidding Documents

5.1 The services required, bidding procedures and contract terms are prescribed in the bidding documents.

In addition to Invitation of Bids, the bidding documents shall include:

(a) Instructions for Online Bid Submission
(b) Instructions to Bidders (ITB);
(c) Introduction
(d) Definitions
(e) Details of Requirement
(f) Scope of Work

(g) Minimum eligibility criteria required for bidding
(h) Proforma for Technical & Financial Bids
(i) Evaluation Scheme
(j) General Conditions of Contract (GCC);
(k) Service Level Agreement
(l) Tender Acceptance Letter

5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information sought by the bidding documents or submission of a bid not responsive to the bidding requirements in every respect will be at the Bidder's risk and may result in rejection of bid.

6. Amendment of Bidding Documents

6.1 At any time prior to the deadline for submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

6.2 In order to facilitate prospective bidders reasonable time within which the amendment, if any, may be accounted in preparing their bids, the Institute, at its discretion, may extend the deadline for the submission of bids.

7. Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid shall be written in **English language.**

8. Documents Comprising the Bid

8.1 **Techno commercial un-priced bid and priced Bids:**

The bids are to be uploaded in two parts in pdf format i.e. Techno commercial un-priced bid and priced Bids.

(a) Techno commercial un-priced bid shall be submitted through CPP Portal. If the proof of Tender Processing Fee & EMD is not uploaded along with the technical bid, such bid will not be considered.

(b) Priced bid.

8.2 **Techno commercial un-priced bid:**

Proforma for techno commercial un-priced bid is given at Section -VII.

8.3 **Price Bid**

The price bid shall comprise the techno commercial bid along with the price component indicating the prices for each and every item. The scanned copy of completely filled financial bid in the proforma provided at Section-VIII is to be uploaded under cover 2 in pdf format.

(i) The prices quoted must be net per unit excluding GST or other applicable taxes as shown in the Section-VIII.

(ii) The rate must be stated for each item separately both in words and figures. If there is a discrepancy between the price quoted in word and figures, the higher price quoted will be treated as final.

(iii) The prices once accepted by the Institute shall remain valid till the successful expiry of the contract period (i. e. up to **3 years** from the commencement of the contract).The Institute shall not entertain any increase in the rates during the period. However, in the event there is a reduction or increase in Government levy/duties/taxes during the period of execution of the order, the rates shall be suitably adjusted with effect from the date notifying the said reduction or increase in the Government levy/taxes/duty, if any.

9. Bid Currencies

Prices shall be quoted in **Indian Rupee only.**

10. Period of Validity of Bids

10.1 Bids shall remain valid for **365 Days** after the date of bid opening prescribed by the Institute. A bid valid for a shorter period shall be rejected as non-responsive.

10.2 In exceptional circumstances, the Institute may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request. A Bidder granting the request will not be required nor permitted to modify the bid.

10.3 Financial Bid evaluation will be based on the bid prices without taking into consideration the above modifications.

11. The tender has to be submitted ONLINE before the due date. The offers received after the due date and time will not be considered. **Manual submission of bids will not be considered**.

12. Deadline for Submission of Bids

12.1 Bids must be received ONLINE not later than the time and date specified in the Invitation for Bids.

12.2 The Institute may, at its discretion, extend this deadline for submission of bids by amending the bid.

13. Late/Delayed Bids

The offers received after the due date and time will not be considered.

14. Modifications and Withdrawal of Bids

14.1 The Bidder may modify or withdraw its bid after the ONLINE bid's submission, as per the provision of CPP Portal.

14.2 No bid may be modified subsequent to the deadline for submission of bids. No documents will be accepted in support of essential pre-bid criteria after the last date of submission of bids.

14.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder in the bid form. Withdrawal of a bid during the aforementioned interval may result in the Bidder's forfeiture of its EMD.

15. Opening of Techno commercial un-priced Bids

All techno commercial un-priced bids (Cover-1) will be opened in the first instance.

16. Clarification of Bids

16.1 During evaluation of the bids, the Institute may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

16.2 No Bidder shall contact the Institute authority on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Institute, it should be done in writing.

16.3 Any effort by a Bidder to influence the Institute’s authority in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder’s bid.

17. Evaluation of Techno commercial un-priced Bid

17.1 Prior to the detailed technical evaluation, the authority of the Institute will determine the substantial responsiveness of each bid. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations and meets all the essential criteria. If any bidder does not meet the essential criteria as laid down in this bid document, then his bid will be rejected. No document will be accepted in support of essential criteria after the last date of submission of bids.

17.2 The bidders short-listed by the Institute based on meeting the essential criteria and detailed evaluation regarding satisfying the technical criteria laid down in this tender document may be called for detailed discussions with a team selected for the purpose, at a specified date, time and venue, if needed.

18. Opening of Price Bids

18.1 Price Bids of only those bidders who meet the essential criteria and whose techno commercial un-priced bids have been found to be eligible and substantially responsive will be opened.

18.2 The price Bids of the technically qualified bidders shall be opened in the presence of the tender committee.

19. Evaluation and Comparison of priced Bids

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between words and figures, whichever is the higher of the two shall be taken as bid price.

20. Institute's right to accept any bid and to reject any bid or all bids

20.1 The Institute reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the Institute's action.

20.2 The Institute reserves the right to empanel more than one IPR Firms at the rates and Terms & Conditions quoted by the L1 Bidder.

21. Award Criteria

21.1 Evaluation of technical score of each bidder will be done as per the weightage defined in the **Section-IX.**

21.2 The Bidder having a technical score less than 40 will be rejected.

21.3 **The financial bid rank, shown in the BOQ comparative chart generated by the Central Public Procurement Portal (CPPP), will not be considered for evaluation.**

21.4 Evaluation of financial score for each Job (as defined in Section-V) will be done separately according to the formula given in the Section-IX taking into the account sum of quoted rates for one unit of each work under each respective Job.

21.5 The Bidder having maximum total score i.e. technical score plus financial score, obtained through the process of (21.1) and (21.4) above, will be selected for the award of work in respect of each Job. In case of any Firm fails to complete the assigned work, the Institute may assign the work to the next bidder as given in the panel.

21.6 Since the evaluation of financial bid is to be done job-wise and also the award letter is to be issued job-wise, the bidders have to quote the rate of all the sub-works under each job, failing which the bid will be out rightly rejected.

22. Notification of Award

Prior to the expiry of the period of validity, the authority of the Institute will notify the successful Bidder in writing by e-mail, to be confirmed in writing by e-mail/speed post or hand delivered letter, that its bid has been declared qualified.

SECTION – IV

Introduction

Indian Institute of Technology (BHU), an Institute of National Eminence under the Ministry of Human Resource and Development, Government of India requires the services of a reputed, well established and financially sound Intellectual Property Firms for filing and prosecution of Intellectual Property related works of the Institute.

A pre-bid meeting with the prospective bidders will be held on **10.08.2026 at 12.00 Noon** at Meeting Room, R&D Office, IIT (BHU) (in Hybrid Mode) to apprise the bidders about the expectations of the Institute and to familiarize them with the scope of work and obligations in the proposed contract. The prospective bidders, desirous to bid, should visit the Institute and acquaint themselves with the scope and schedule of work, supervision and commitment needed on or before the date set for the pre-bid meeting.

SECTION - V

TERMS OF REFERENCE

1. Scope of Work

1. Evaluation, drafting, filing, prosecution, opposition and maintenance of Indian and foreign Intellectual Properties and Intellectual Property applications
2. Securing registration and maintenance of copyright, Industrial design, trademark, semiconductor Integrated circuit layout design and plant variety protection.
3. Handling IP infringement cases
4. Obtaining approval under National Biodiversity or any other relevant provision under the Act
5. Technology Transfer and Commercialization of Institute IP and know-how
6. IP awareness and sensitization program on various topics at various time interval
7. Handing IP and tech transfer agreements and industry collaboration
8. Post Licensing Monitoring
9. Report Preparation on Intellectual Property status and technology developed etc.
10. Any other related matters.

2. General Terms & Conditions :

(i) Payment of professional fee towards the work shall be made against the bill basis after satisfactory completion of the work/filing. No reimbursement of out of pocket expenses etc. will be made.

(ii) The Firm will have to collect all the relevant data/information (in soft/hard copies) related to assigned Job from the Institute as per its requirements within reasonable time.

(iii) The firm must not sub-contract the work.

(iv) The Firm will have to provide monthly report regarding IPR to the IIT (BHU).

(v) The Institute will have all the rights to discontinue or extend the services of the firms on the basis of their work performances.

(vi) Rate may be quoted keeping in view of further amendment in existing tax laws including GST.

3. Time Period

The Intellectual Property firm will be required to provide the desired services for the period of 3 years which may be extendable for another period of **two years** (on yearly basis) on satisfactory performance on the same rate and terms & conditions. Notwithstanding anything contained herein above, the Institute reserves the right to discontinue the services of Intellectual Property firm in the event their services are found unsatisfactory at any time during the period.

4. Support and Input to the Firm

The Institute will also provide all primary data to the firm for carrying out the jobs listed in the schedule and scope of work.

5. Payment Terms

The payment shall be made against the services provided by firm, subject to the following terms and conditions:

i. The payment during the entire contract period may be made in accordance with the financial bid submitted by the selected bidder and accepted by the Institute. No price variation would be allowed during the contract period. The financial price quoted by the contracting firm shall be final.

ii. Any increase in statutory taxes during the contract period will be borne by the Institute.

iii. TDS under Income Tax will be deducted at applicable rates.

iv. All the payment shall be made on bill basis after successful completion of the works.

v. The Institutes reserves the right to deduct amount from the bill raised by the firm as may be considered reasonable for unsatisfactory services or delay in providing services. The decision of the Institute will be final in this regard.

6. Performance Security

The successful bidder will be required to deposit 5% of the bid amount towards performance Security in the form of Bank Guarantee before execution of the agreement. The Bank Guarantee must remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligation. In case of further extension of the contract the Bank Guarantee will also be renewed accordingly on yearly basis.

7. Arbitration Clause

Both the Parties shall make every effort to resolve amicably, through direct and informal negotiations, any disagreement or dispute arising between them under or in connection with this Contract.

If, after a period of thirty (30) days from the commencement of such informal negotiations, the Parties are unable to resolve the dispute amicably, either Party may refer the dispute to formal dispute resolution mechanisms, including but not limited to conciliation through a mutually agreed third party, adjudication in an agreed national forum, or arbitration.

In the event of any dispute or difference arising between the Parties in relation to or in connection with this Contract, the same shall be referred to and finally resolved in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.

The arbitration proceedings shall be conducted by a sole arbitrator appointed by the Director, IIT (BHU). The seat and venue of arbitration shall be Varanasi, Uttar Pradesh, India, and the language of arbitration shall be English.

The arbitral award shall be final and binding on both the Parties.

SECTION – VI

MINIMUM ELIGIBILITY CRITERIA-CUM-TECHNICAL BID

The bids of only those firms will be considered which satisfy all the following eligibility criteria:

1. The Intellectual Property firm must be registered in India and have Income Tax Permanent Account Number and GST Registration.
2. The firm should have minimum 5 (five) years of experience after its registration as an Indian entity.
3. The firm should possess professional expertise especially in handling Intellectual Property applications in the field of sciences and engineering (all branches)
4. The firm should have minimum 5 (five) Intellectual Property agents on the role. (Proof to be attached)
5. The firm must have the requisite infrastructure and in-house capability (Office).
6. Firm should have filed at least 400 Indian and 100 foreign Intellectual Property applications in the last five Financial Years (i.e. 2021-22, 2022-23, 2023-24, 2024-25 & 2025-26 FY).
7. Firm should have annual turnover of 2 Crore in the last 3 years. (upto F.Y. 2025-26)
8. Firm should have been on the panel of at least 3 (Three) IITs/NITs/Central Universities (at least for one full year).
9. Firm should have involved in Technology Transfer. (proof of at least one technology transfers)
10. Firm should have in-depth knowledge and must have carried out IP awareness and having teaching/trainer experience in IITs/NITs/Govt. Entity. (Kindly enclose supporting documents)
11. Firm should have actively participated in Industry-Institute Partnership with IITs/NITs/Central Universities.
12. The Institute reserves the right to ask the successful bidder to produce all the original documents submitted along with the bids for verification at any point of time. During the verification of the document, if it is found that the bidder has concealed/falsified/fabricated any information, the bid and/or purchase order will be cancelled and EMD, if any and/or performance security will be forfeited and action including blacklisting will be taken against the bidder as per norms of the Institute.
13. The Firm will have to submit an undertaking regarding acceptance of all the points mentioned under General Terms & Conditions at Section-X.
14. An affidavit, in original: Duly certified by a Notary on or after the date of issue/publication of this tender that :
    a. The Firm/LLP must not have been convicted by the court of law (they must give a declaration).
    b. The Partners of the firm or sole proprietor firm or LLP as the case may be, has never been black-listed by any Govt. Authority and the name of the firm or LLP has not been changed.

c. That there is no police case/vigilance enquiry pending against the Partners of the firm or sole proprietor or LLP as the case may be and that he has never been punished by any Court.

d. That there are no dues towards Income Tax or GST as on the date of the affidavit.

15. Production of originals for verification: The bidder may be asked to produce the original documents for verification at any stage of tender process as and when sought for, failing which the bids are liable for disqualification.

16. Exemption to comply with any of the above criteria should be duly supported by the Government orders/ other Government documents. Non-compliance with any of the above conditions by the Bidders will amount to non-eligibility for the services for which tender has been floated and its tender will be rejected being non responsive.

17. The tender processing fee of Rs. 2360/- and EMD of Rs. 2, 00,000/- must be deposited as per procedure mentioned in "Point No.7 & 8 of Section-I", failing which the bid will be rejected.

18. The bidder has to submit an integrity pact as per Annexure VI, which is to mandatorily be executed on a Non-Judicial Stamp Paper of Rs. 100/-.

19. Bidders must submit documentary proof in support of meeting each of the above minimum qualification criteria. A simple undertaking by the bidder for any of the stated criteria will not suffice the purpose. All documentary proof must be listed on the letter pad of the IP Firm and enclosed in a cover, to be submitted with the technical bid.

SECTION – VII

1. Proforma for Technical Bid

<table>
<tr><th>Sl. No</th><th>Criterion</th><th>Yes /No</th><th colspan="2">Details</th></tr>
<tr><td rowspan="4">1.</td><td>Head Office Address of the firm</td><td></td><td colspan="2"></td></tr>
<tr><td>Branch Office Address of the firm</td><td></td><td colspan="2"></td></tr>
<tr><td>Name and address of the authorized official</td><td></td><td colspan="2"></td></tr>
<tr><td>Telephone no., Mobile, Email</td><td></td><td colspan="2"></td></tr>
<tr><td rowspan="3">2.</td><td rowspan="3">The IP Firm should be registered with the Office of Controller General of Intellectual Properties, Designs & Trade Marks in India CGPDTM and must possess permanent account number (PAN) and active GST number. (provide copies of PAN and GST registration certificates)</td><td></td><td>Registered with CGPDTM, and then mentioned Registration Number (Date of Registration No.)</td><td></td></tr>
<tr><td></td><td>PAN of IP Firm</td><td></td></tr>
<tr><td></td><td>GST Registration no.</td><td></td></tr>
<tr><td rowspan="2">3.</td><td rowspan="2">The IP Firm should be in operation for at least last 5 years after its registration (provide copy of Active COP)</td><td></td><td>Year of Registration/ Starting of operation</td><td></td></tr>
<tr><td></td><td>Nos. of years in operation after registration (in years)</td><td></td></tr>
<tr><td>4.</td><td>Average Annual Gross professional fee receipt of the IP Firm for the last 3 (three) years i.e. (2023-24, 2024-25 & 2025-26) must be equal to or greater than Rs. 50.00 lakh (Rupees Fifty Lakh) [Provide copies of the Audited Financial Statements for all the three years up to 31st March along with ITR which should have specifically mentioned Income from Professional Fees as per Annexure-I</td><td></td><td colspan="2">Average Annual Gross professional fee receipt

In Rs. ……………………………………………

Rupees in words: ………………………………

…………………………………………………..
……………………………………………………</td></tr>
<tr><td>5.</td><td>Earnest Money Deposit
(i) Online</td><td></td><td colspan="2"></td></tr>
<tr><td>6.</td><td>Details of Tender Processing Fees
(i) UTR No.-
(ii) Date
(iii) Amount</td><td></td><td colspan="2"></td></tr>
</table>

7.	**Working Experience of preparation of drafting, filing, prosecution, opposition and maintenance of Indian and foreign Intellectual Properties and Intellectual Property applications in Central Universities or Educational Institutions of MoE such as IITs, NITs, IISERs, etc. which must include the following works:** 1. Evaluation, Preparation & drafting, filing, prosecution, opposition and maintenance of Indian and foreign Intellectual Property applications 2. Securing registration and maintenance of copyright, Industrial design, trademark, semiconductor Integrated circuit layout design and plant variety protection. 3. Handling IP infringement cases 4. Obtaining approval under National Biodiversity or any other relevant provision under the Act 5. Technology Transfer and Commercialization of Institute IP and know-how 6. IP awareness and sensitization program on various topics at various time interval 7. Handing IP and tech transfer agreements and industry collaboration 8. Post Licensing Monitoring 9. Report Preparation on Intellectual Property status and technology developed etc. 10. Any other related matters.		**Please provide the details in the specific format given at Annexure-II**

1. Certified that the above particulars are correct. In the event of any information found to be incorrect the Institute is at liberty to reject the proposal of the IP Firm.

2. I/ We hereby certify that I/ we have read the entire terms and conditions of the Tender Documents from (including all documents like Section(s), Annexure(s), etc.) which form part of the contract agreement and I/ we shall abide hereby by all the terms/ conditions/ clauses contained therein.

Date: **Signature ………..……………………**

SEAL: **Name and Designation …………………………………**

Annexure-I

Detail of IP Firm's Professional Income
[Gross Professional Receipts]

Particular	Financial year 2023-24	Financial year 2024-25	Financial year 2025-26	Average Annual Income
Gross Professional Receipts (In INR)				

*Furnish the Audited Profit and Loss Account and Balance Sheet of the Firm along with copy of the acknowledgement of Income Tax Return for all the 3 (three) years.

Date: **Signature……….....……………………**

SEAL: **Name and Designation…...………………………**

Annexure-II

Format for providing details of experience of works

Details of Works	Working Experience of IP HANDLING in Central Universities or Educational Institutions of MoE such as IITs, NITs, and IISERs etc. (please indicate Yes / No)	If Yes, please mentioned the Institution(s) name	Reference of page no. on which the Documentary evidence is attached
Work of IP HANDLING includes the following: 1. Evaluation, Preparation & drafting, filing, prosecution, opposition and maintenance of Indian and foreign Intellectual Property applications 2. Securing registration and maintenance of copyright, Industrial design, trademark, semiconductor Integrated circuit, layout design and plant variety protection. 3. Handling IP infringement cases 4. Obtaining approval under National Biodiversity or any other relevant provision under the Act 5. Technology Transfer and Commercialization of Institute IP and know-how 6. IP awareness and sensitization program on various topics at various time interval 7. Handing IP and tech transfer agreements and industry collaboration 8. Post Licensing Monitoring 9. Report Preparation on Intellectual Property status and technology developed etc. 10. Any other related matters.			

Note: Please provide all the experience of works related information in the above mentioned format; failing which, the bid may be rejected.

SECTION – VIII

Proforma for Financial Bid (to be filled in BOQ file Only)

Job No.	Description of Fees
[1]	[2]
Job No.1.	Prior Art Search & Drafting & Filing of Provisional Specification
Job No.2.	Prior Art Search & Drafting & Filing of Complete Specification with Early Publication
Job No.3.	Drafting & Filing Complete Specification after Provisional with Early Publication
Job No.4.	Filing of Request for Expedite Examination (Form 18A)
Job No.5.	Preparation and Filing of Working Statement (Form 27)
Job No.6.	Preparation and Filing of response to First Examination Report (FER)
Job No.7.	Attending Hearing, preparing and filing Written Submission (per patent)
Job No.8.	Professional Fee for Annuity Payment for 10 years
Job No.9.	Professional Fee towards filing the request for NBA approval

Note:

1. **The rate must be filled in BOQ file (i.e. excel format) and should be submitted in Cover-2 only.**
2. The rate may be quoted in view of the quantum of works for each job mentioned at Section-VIII and **the quoted fee should be inclusive of all expenses except GST.** No other charges on account of Affidavit, Extension of Time, Stamp Cost, Notarial and other expenses will be paid. Rates to be quoted in such a manner, so that they remain valid for the maximum three year period.
3. No professional fee shall be payable for the **issuance of the Letter Patent** or for the **post-filing submission of any document.** Professional fees for any other patent-related services not specifically covered above shall be charged in accordance with the standard schedule of fees and the minimum applicable rates prevailing at the time of rendering such services.
4. In case of award of work & subsequent extension on yearly basis at the same rates shall be payable and no request for enhancement under any circumstances shall be acceptable.
5. Payment Schedule: The firm shall raise bills as mentioned in payment terms at point no. 5 of the Section-V.
6. GST will be paid extra as applicable. Statutory changes in GST rate if any shall be borne by the Institute.
7. Deductions shall be made by the Institute as per statutory rates and norms.
8. The charges not mentioned in the above table will be fixed by the Institute on proper justification and/or comparable charges of other Institution.

SECTION - IX

Technical and Financial Evaluation Criteria:

S. No	Criteria	Weightage (in %)	Requirement	Marks Criteria
1.	**Technical Criteria**	**80**		
1.1	Number of Indian Intellectual Property applications filed within 5 years	20	400 or above	10 Marks for 400 and 2 Marks for each 100 Max 20 Marks.
1.2	Number of Foreign Intellectual Property applications filed within 5 years	10	100 or above	5 Marks for 100 and 1 Marks for each 10 Max 10 Marks.
1.3	Number of Intellectual Properties granted in last 5 years	10	50 or above	5 Marks for 50 and 1 Marks for each 10 Max 10 Marks.
1.4	Number of Intellectual Property Agents rolled with the firm	10	5 or above	5 Marks for 5 and 1 Marks for each Max 10 Marks.
1.5	In-house Full-time Manpower Structure & Professional Competence of the team members	5	20 or above	3 Marks for 20 and 1 Marks for each 5 Max 5 Marks.
1.6	Number of IITs/NITs/Central Universities empanelled with the firm (at least for one full year)	10	3 or above	5 Marks for 3 and 1 Marks for each, Max 10 Marks.
1.7	Number of technology transfer assignments executed by the firm	5	3 or above	3 Marks for 3 and 1 Marks for each, Max 5 Marks.
1.8	Number of IP awareness/teaching/training carried out by the lead attorney of the firm	5	20 or above	3 Marks for 20 and 1 Marks for each 5 Max 5 Marks.
1.9	Firm should have annual turnover of 2 Crore in the last 3 years. (F.Y. 2023-24, 2024-25, 2025-26)	5	2 Crore or above	3 Marks for 2 crores and 1 Marks for each crore, Max 5 Marks.
2	**Presentation and Internal review**	**20**		

Note:

1. Evaluation of technical score of each bidder will be done as per the weightage defined in this Section-IX.
2. Bidders securing minimum 25 marks in Technical Evaluation (except presentation) will be called for Technical Presentation, subject to maximum 10 bidders securing the highest marks in Technical Evaluation. Date of Technical Presentation shall be intimated to the Bidders in due course via e-mail.
3. The Bidder having technical score of less than 40 will be rejected.
4. **The financial bid rank, showing in the BOQ comparative chart generated by Central Public Procurement Portal (CPPP), will not be considered for evaluation.**
5. Evaluation of financial score for the Job (as defined in Section-V) will be done separately according to the **evaluation criteria** given in the Section-IX.

6. The Bidder having maximum total score i.e. technical score plus financial score, obtained through the process of (1) and (4) above, will be selected for the award of work in respect of the Job. In case any Bidder fails to complete the assigned work, the Institute may assign the work to the next bidder as given in the panel.
7. Since the evaluation of financial bid is to be done according to the job (as defined in Section-VI) and also the award letter is to be issued for the job, the bidders have to quote the rate of all the sub-works under the job, failing which the bid will be out rightly rejected.

SECTION – X

GENERAL TERMS & CONDITION OF CONTRACTS

1. Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

2. Standards

The service provided under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to such standards as shall be the latest issued by the concerned Institution.

3. Use of Contract Documents and Information

3.1 The Bidders shall not, without the Institute's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Institute in connection there with, to any person other than a person employed by the Bidders in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

3.2 The Bidders shall not, without the Institute's prior written consent, make use of any document or information except for purposes of performing the Contract.

3.3 Any document, other than the Contract itself, shall remain the property of the Institute and shall be returned (in all copies) to the Institute on completion of the Bidder's performance under the Contract if so required by the Institute.

3.4 **Intellectual Property Rights**

The Bidders shall indemnify the Institute against all third-party claims of infringement of Intellectual Property, trademark or industrial design rights arising from use of the Goods or any part thereof.

4. Submission of the bids.

4.1 All bids complete in all respects must be submitted online on or before the Bid Closing date and time as mentioned on Critical Data Sheet. Tenders received without tender processing fee and earnest money etc. shall be rejected.

4.2 Tender documents are available on IIT (BHU) website: www.iitbhu.ac.in/iit notifications/purchase enquiries/ and Central Public Procurement Portal (CPPP) https://eprocure.gov.in/eprocure/app.

4.3 Interested bidders may submit their bid through Central Public Procurement Portal (CPPP) https://eprocure.gov.in/eprocure/app.

5. Other Conditions for bid submission

5.1 Any conditional bid shall not be considered and will be out rightly rejected in the very first instance.

5.2 The bidder shall quote the Technical and Financial bids as per the format enclosed for the same.

5.3 The bidder must include the list of Organisation where they have provided similar services at least in the last 3 years, along with name, phone and fax number of the contact person there, so that references for their services can be obtained, if required.

6. Other General Conditions

6.1 Any damage caused due to negligence of the Bidders shall be borne by the Bidders. Appropriate amount of penalty after due consideration and hearing will be imposed by the Director, IIT (BHU) or an officer nominated by him on his behalf, and the same will be deducted from the monthly bill of the Bidders.

6.2 The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of the Tax Department, as amended from time to time.

7. Terms of Payment:

All the payments shall be as per point no.-5 of Section-V.

8. Legal Compliances:

8.1 Compliance of policy regulation viz., payment of central government minimum wages act, employers liability act, contract labour (regulation & abolition) act, the workmen compensation act, industrial dispute act, maternity benefit act, employee state insurance act, provident fund act, miscellaneous provision act and labour license of state and central government, as on the date in existence or revised/changes in the future, will be whole sole responsibility of the Bidders. In this regard the Bidders at all-time should indemnify IIT (BHU) against all claims and will maintain necessary books, logs, register, verification, returns, receipts, computerized database etc., mandatory as per the law and as per the government rules and make its available for inspection/verification to the concerned government officer/labour enforcement officer/regional provident fund commissioner, as and when required. Failure to comply with such instructions will lead to imposition of fine by State/Government machinery and summary termination of contract and/or such other action as the Government may deem fit. A copy of all such compliances, statements, payments made to the statutory authorities etc., including registration number shall be provided to the IIT (BHU) authority for verification and record.

8.2 For all intents and purposes, the bidder shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower so employed.

8.3 The selected agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to IIT (BHU) to concerned tax collection authorities from time to time as per extant rules and regulations.

8.4 The selected agency shall maintain all statutory registers under the applicable Law. The agency shall produce the same on demand to the concerned authority of IIT (BHU) or any other authority under Law.

8.5 In case, the Bidders fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof IIT (BHU) is put to any loss / obligation, monetary or otherwise, IIT (BHU) will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.

8.6 The selected agency will indemnify IIT (BHU) from all legal, FINANCIAL, statutory, taxation, and associated other liabilities.

8.7 All the documents submitted during the process of tendering by the Firm including the Tender Document issued by the IIT (BHU) for the purpose, shall form part of the Agreement.

9. Contract Amendments

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

10. Subcontracts

The Bidders shall notify the Institute in writing of all sub contracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Bidders from any liability or obligation under the Contract.

11. Delays in the Bidders's Performance

If at any time during performance of the Contract, the Bidders or its sub-Bidders(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Bidders shall promptly notify the Institute in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Bidder's notice, the Institute shall evaluate the situation and may, at its discretion, extend the Bidder's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.

12. Damages and Losses

Upon end of contract/termination thereof, the Bidders is liable to return materials, if any issued to him to IIT (BHU) in good working condition barring normal wear and tear. For shortage/misplacement/theft, replacement cost of the items will be recovered from the final bill or security deposit of the Bidders as the case may be.

13. Complaints

The Bidders shall attend to all the complaints and address as early as possible to the satisfaction of IIT (BHU).

14. Force Majeure

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this agreement, the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts. The term “force majeure” as employed herein shall mean, acts of god, war revolt, riots, fire, flood and act and regulations of the Government of India or any of its authorized agencies.

Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing within 7(seven) days of the alleged beginning and ending therefore giving full particulars and satisfactory proof.

Time for performance or relative obligation suspended by the Force Majeure shall be extended by the period for which cause lasts or condoned by the Institute without any penalty. If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the Institute shall have the option to authorize the contract in whole or part therefore at its own discretion. Any situation of force majeure shall not be payable by the Institute under any circumstances. For the period of force majeure, no amount shall be payable to the Bidders.

15. Penalty

If the Bidders fails to perform the Services within the period(s) specified in the Contract, the Institute shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, assume equivalent to 1% per week and the maximum deduction is 10% of the contract price of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance. Once the maximum is reached, the Institute may consider termination of the Contract.

Further, the Institute reserves the right to impose financial penalty to be deducted from the bills for violation of any other condition which may lead to non- performance of contractual obligations.

Unforeseen and weird circumstances will be dealt separately and quantum of penalty will be decided by the Institute. The decision of the Director, IIT (BHU) will be final and binding in this regard.

16. Dispute Resolution and Arbitration

16.1 In the case of any dispute **under or relating to the contract**, the decision of the Director of the Institute shall be final.

16.2 However, if the dispute even after the decision of the Director still persists and the dispute, difference, question or disagreement or matter whatsoever, during continuance of the Contract, before or after completion or abandonment of work or during extended period of the Contract, arises between the parties, as to the meaning, operation or effect of the contract or in respect of or relating to the contract or breach thereof, shall be referred to a Sole Arbitrator to be appointed by the Director of the Institute. The provisions of the Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration, if any, shall be at Varanasi only.

17. Termination of Contract

17.1 In the event of the appointed Bidders failing to fulfil or committing any breach of any of the terms and conditions of this contract or indulge in omission or commission as detailed in the terms & conditions and scope of work of the tender document, then without prejudice to the Institute's rights and remedies to which otherwise, the Institute shall be entitled, the contract shall be terminated without notice; the performance bank guarantee shall be forfeited and encashed; the Bidders shall be blacklisted and the services shall be hired from any third party at the absolute discretion of the Institute without prejudice to any other action which may be taken by the Institute. The cost of such hiring together with all incidental charges or expenses may be recoverable from the Bidders at the absolute discretion of the Institute. The omission or commission may include inter-alia the following: -

- If the Bidders or its employees are found guilty of fraud and/or misrepresentation in respect of the contract or any other contract entered into by the Bidders with the Institute or any of his partners or representatives thereof; or
- If the Bidders becomes insolvent or applies for relief as insolvent debtor or commences any insolvency proceedings or makes any composition with its/their creditors or attempts to do so; or if
- In case, any document/declaration furnished by the Bidders is found to be false/ forged at any stage, it would be deemed to be a breach of terms of contract and thereby, making the Bidders liable for legal action, besides termination of contract and/or forfeiture of performance guarantee

17.2 The Bidders shall comply with all statutory liabilities and obligations of Central Government, State Government, and Local Bodies Rules & Regulations etc. Any contravention/ non-compliance on the part of the Bidders would be construed as a sufficient ground for termination of the contract without notice at the discretion of the Institute. Further, in the event of the Institute being imposed with any penalty/ fine etc., by any agency/authority due to the non- compliance/contravention on the part of the Bidders to any statutory laws/rules/regulations etc., the Institute reserves the right to recover such fine/penalty etc., from the Bidders.

17.3 If the services provided by the Bidders are not found satisfactory at any time, the Institute shall have the power to terminate the contract without notice. Upon such termination, the performance guarantee of the Bidders shall be liable to be forfeited.

17.4 In case of termination of the contract not related to (a) act or omission of the Bidders, (b) noncompliance of statutory liabilities and obligations by the Bidders(c) related to performance of the Bidders, the Institute will give a notice of termination of the contract at least 30 days before the intended date of termination of the contract.

17.5 The Bidders may discontinue the contract at any point of time, by giving a notice at least 30 days before the intended date for discontinuation.

17.6 However, in case of discontinuation without a notice or a notice less than 30 days prior to the intended date of discontinuation, the performance bank guarantee shall be forfeited. In addition to forfeiting the performance bank guarantee of the Bidders the Institute shall have the right to claim damages and recover them from the Bidders

Annexure-III

Format for Service Level Agreement

This Service and Confidentiality Agreement (hereinafter called the “SCA”) is hereby entered into this 2nd day of December 2022, (“Execution Date”)

BY AND BETWEEN

“Indian Institute of Technology (BHU), Varanasi”, having its office at IIT (BHU), Varanasi – 221 005, India, (hereinafter referred to as “IIT (BHU)” which term shall unless repugnant to the context include its successor, representatives, administrators and permitted assign) and represented through its authorized signatory on the “FIRST PART”

AND

____, a company registered under ________ Companies Act, _____ (Year), TAN______ with its registered office at ____________________ India (hereinafter referred to as “IP Firm” which expression shall, unless repugnant to the context or inconsistent with the meaning thereof, mean and include its representatives, permitted assigns etc.) and represented through its authorized signatory, _____________________________, on the “SECOND PART”

NOW, THEREFORE, IN PURSUANCE OF THE AFOREMENTIONED, IIT (BHU) & _______________ (Empanelled Firm). HEREBY AGREE TO ENTER INTO THIS AGREEMENT AS PER THE TERMS AND CONDITIONS STATED AND APPEARING HEREINAFTER:

I. General terms and conditions

a) IIT (BHU) will have the right to verify the particulars furnished by the _______________________________. independently. If at any later date, it is found that the documents and certificates submitted by the IP firm are forged or have been manipulated, the empanelment issued to the IP firm will be cancelled.

b) IIT (BHU) reserves the right to terminate/ transfer any case before or after the filing of application without giving any reason. In such an event, the IP firm may issue invoice(s) for any outstanding payment(s) for the said application till the date of termination.

c) The IP firm should abide by all laws and regulations and will be responsible for any prosecution of liability arising from breach of any of those laws. IIT (BHU) will not have any responsibility with regard to staff on the role of the IP firm whatsoever.

d) IIT (BHU) reserves the right to alter the specification of works by adding or omitting any items of work, and such alterations and variations shall not violate this agreement.

e) Non-compliance of any terms and conditions enumerated in the SCA will be treated as breach of the SCA.

f) The IP firm shall maintain full confidentiality of all the cases referred to it and shall not disclose any data/information to any unauthorized person or firm.

II. Confidentiality

The Parties, undertake to maintain strict confidentiality and refrain from disclosure thereof, of all or any part of the information and data exchanged/generated from the Process under this Contract for any purpose other than in accordance with this Contract. It shall be the responsibility of both the Parties to ensure maintenance of such confidentiality in respect of their behalf and on behalf of their employees, representatives and associates involved in related activities. The duty of secrecy under this Contract will commence on the Effective Date and will subsist till three years after completion/termination or till such time the confidential information falls into the public domain whichever is earlier.

III. The IP firm shall not receive any remuneration in connection with the assignment except as provided in the “Service and Confidentiality Agreement”.

IV. Warranties of the IP firm

The IP firm shall warrant that it is under no contractual restrictions or legal disqualifications or other obligations which will prohibit from entering into this consultancy assignment and that the statement and particulars herein contained in this RFE and in the relevant and supporting documents to this agreement are correct.

V. Period of Empanelment

The IP firm would be empanelled for 03 (three) years with the effective date of the “Service and Confidentiality Agreement”. The period of empanelment is extendable further for a period of 02 (two) years thereafter on mutually agreed terms and conditions governed by the corresponding Service and Confidentiality Agreement.

V. Payment terms

a) The payment of dues to the concerned IP firm will be made on the basis of invoices submitted as per the rates approved.

b) Tax Deduction at Source (TDS) will be done from each bill/invoice (as applicable) of the IP firm under the statutory rules of Union Govt. in respect of Income Tax & other Taxes etc.

c) The official fee for the essential services listed in the Work order will be paid at actual.

d) The official charges for any IP related service Other than those listed in the Work order will be paid at actual.

e) Payment shall be made by NEFT/ RTGS or electronic fund transfer offered by the Bank.

VI. Dispute resolution & arbitration

a) All disputes, controversies, claims or differences arising out of or relating to the execution of this SCA shall be resolved amicably by mutual consultation and discussion by the authorized representatives of both the parties. In case mutual consideration fails, it shall be referred to arbitration (to be conducted in English language). However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication.

b) Sole arbitrator shall be appointed by IIT (BHU) within thirty (30) days of notice regarding appointment of Arbitrator. The IP firm agrees that the arbitrator could be an employee of the Institute & shall not have any objections in this regard. The award of the sole arbitrator shall be final and binding on all the parties.

c) The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996, as amended from time to time and rules formed there under.

d) Notwithstanding any dispute between the parties, the IP firm shall not be entitled to withhold, delay or defer its obligation under the SCA and the same shall be carried out strictly in accordance with the terms & conditions of the SCA.

e) The cost of Arbitration shall be borne by the respective parties. During the pendency of the arbitration proceeding and currency of SCA, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration, and payment to the IP firm shall continue to be made in terms of the SCA. Arbitration or any other legal proceedings shall be subject to the exclusive jurisdiction of the Courts in Varanasi only.

VII. Indemnity

The IP Firm will indemnify IIT (BHU) and its stakeholders against all third-party claims of intellectual property rights infringement including infringement of patent, trademark, copyright or industrial design rights arising from the use of the services, designs, codes, chips etc. and related services or any part thereof. IIT (BHU) and its stakeholders stand indemnified from any claims that the IP Firm’s manpower may opt to have towards the discharge of their duties in the fulfilment of the contract or the provision of services therein.

VIII. Force Majeure

a) If at any time, during the continuance of the contract, the performance in whole or in part by either party of any obligation under the contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, pandemics, quarantine restrictions, strikes, lockouts, acts of God (hereinafter referred to as "events") neither party shall, by reason of such event, be entitled to terminate the contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay, provided the performance and/or delivery is resumed as soon as practicable after such event has come to an end or ceased to exist.

b) The decision of IIT (BHU) as to whether the performance or delivery has to be resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the contract is prevented or delayed by reason of any such event for a period exceeding thirty (30) days, IIT (BHU) may at its option, terminate the contract without any obligation to compensate or performance on its part.

IX. Termination

a) IIT (BHU) reserves the right to terminate the empanelment without assigning any reason by giving a notice of 3 (three) months.

b) IIT (BHU) reserves the right to terminate the empanelment at any time, by written notice of default sent to the IP Firm in case the work performance is not to be satisfactory, or in case there is any violation of the terms and conditions of the SCA. The decision of IIT (BHU) in this regard would be final and binding on the IP Firm. The IP Firm is not eligible for any compensation or claim in the event of such cancellation.

c) IIT (BHU) may also terminate the empanelment in the event of any proven fraud or wilful negligence on part of the IP Firm during the tenure of the empanelment or in the event of any disrepute is brought to the project on the part of any act/omission by the IP Firm or its officials during any stage of the delivery/performance of the services.

Signed

....	....
On behalf of the Empanelled Firm	**On behalf of IIT (BHU)**
Date.................................	Date..................................

Annexure - IV

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred)

(TO BE ESTABLISHED THROUGH ANY OF THE NATIONALISED COMMERCIAL BANKS (WHETHER SITUATED AT VARANASI OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT VARANASI)

To,

The Registrar,
Indian Institute of Technology (BHU),
Varanasi-221005

LETTER OF GUARANTEE

WHEREAS Indian Institute of Technology (BHU), Varanasi (Procuring Entity) has invited tender vide Tender No.............................. dated........................... for procurement of .... AND WHEREAS the said tender document requires that eligible successful bidder (Bidders)... wishing to supply the service...
in response thereto shall establish an irrevocable Performance Bank Guarantee in favour of "The Registrar, Indian Institute of Technology (BHU), Varanasi" in the form of Bank Guarantee for Rs .... **(5% of the contract value**) and the Performance Bank Guarantee shall remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the Bidders, including warranty obligations from the date of issue of Performance Bank Guarantee and the eligible successful bidder (the Bidders) shall submit the same within 14 (Fourteen) days from the date of Award of Contract.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said bidder (Bidders) fails to abide by any of the conditions referred to in tender document / Award of Contract, this Bank shall pay to Indian Institute of Technology (BHU), Varanasi on demand and without protest or demur Rs .... (Rupees.....................................).

This Bank further agrees that the decision of Indian Institute of Technology (BHU), Varanasi (Procuring Entity) as to whether the said bidder (Bidders) has committed a breach of any of the conditions referred in tender document / Award of Contract shall be final and binding.

We, ... (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the bidder (Bidders) and/ or Indian Institute of Technology (BHU), Varanasi (Procuring Entity).

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs. ....…………………… Indian Rupees .... only).
2. This Bank Guarantee shall be valid up to ....(date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if IIT (BHU), Varanasi serve upon us a written claim or demand on or before

..........................(date). This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at .... situated at .... (Address of local branch).

Yours truly,
Signature and seal of the guarantor:
Name of Bank:
Address:
Date:

Annexure-V

TENDER ACCEPTANCE LETTER
(To be given on Firm's Letter Head)

Date: _____________

To,
The ADORD & Incharge IPR Cell
IIT (BHU) Varanasi
Varanasi- 221005.

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/Work' from the web site(s) namely: ____as per your advertisement, given in the above mentioned website(s).

2. I/ We hereby certify that I/ we have read the entire terms and conditions of the tender documents from Page No. _______ to ______ (including all documents like annexure(s), schedule(s), etc.,), which form part of the contract agreement and I/we shall abide hereby by the terms/ conditions/ clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisations too have also been taken into consideration, while submitting this acceptance letter.

4. I/ We hereby unconditionally accept the tender conditions mentioned in tender document(s)/ corrigendum(s) in its totality/ entirety.

5. I/ We do hereby declare that our IP Firm has not been blacklisted/ debarred/ terminated/ banned by any Govt. Department/IITs/NITs/Central Universities/CGPDTM etc.

6. I/ We certify that all information furnished by our IP Firm is true & correct and that in the event, 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-VI

PRE-CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ______ day of the month of _____ 2025, between, on one hand, the President of India, acting through Shri _________, designation of the officer, Ministry/Department, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/S ______ represented by Shri ______, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (name of the Stores/ Equipment/ Item) and the

BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/ Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

1.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2. The BUYER will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.

1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERs

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3. BIDDERs shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.

3.4. BIDDERs shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.

3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

3.13. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 1956.

3.14. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. <u>Previous Transgression</u>

4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. <u>Earnest Money (Security Deposit)</u>

5.1 While submitting commercial bid, the BIDDER shall deposit an amount __________ as specified in the RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

5.2 Bank Draft or a Pay Order in favour of __________

(i) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(ii) Any other mode or through any other instrument, as stated in RFP.

5.3 The Earnest Money / Security Deposit shall be valid up-to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.4 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.5 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. **Fall Clause**

7.1.The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub system was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1. There shall be Independent Monitors (hereinafter referred to as Monitors) appointed by the BUYER for this Pact in consultation with the Central Vigilance Commission.

Shri Rajiv Kumar Srivastava, IFoS (Retd.)	Email: rksifs@gmail.com
Shri Rajiva Ranjan Verma, IPS (Retd.)	Email: rajivaranjanin@yahoo.co.in

8.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8. The Monitor will submit a written report to the Foreign Secretary, Ministry of External Affairs, within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2. Should one or several provisions of this Pact turn out to be invalid, the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _______________ on _________________

BUYER	BIDDER
Name of the Officer Designation	CHIEF EXECUTIVE OFFICER
Department/Ministry/PSU	

Witness	Witness
1. ______________________________	1. __________________________
2. ______________________________	2. __________________________

* Provision of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

----END---