

भारतीय प्रौद्योगिकी संस्थान मुंबई
INDIAN INSTITUTE OF TECHNOLOGY
BOMBAY

सामग्री प्रबंधन प्रभाग
MATERIALS MANAGEMENT DIVISION



**आईआईटी मुंबई में बौद्धिक संपदा (आईपी) फर्मों के
पैनल में सूचीबद्धकरण हेतु प्रस्ताव आमंत्रण (आरएफपी)**

**REQUEST FOR PROPOSAL FOR THE EMPANELMENT
OF IP FIRMS AT IIT BOMBAY**

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SECTION 1 – INVITATION FOR BIDS

Tenders are invited from interested and eligible Intellectual Property (IP) firms possessing the requisite eligibility criteria, for empanelment with IIT Bombay for a period of three years, to carry out end to end activities required for filing, registration, maintenance, attending hearings and protection of all forms of IP generated at IIT Bombay as patents, designs, copyrights, trademarks etc.

आरएफपी संख्या/RFP No.	MMD/IPR/SC/2026-29
आरएफपी जारी करने की तिथि/RFP Date	25 th September 2026
कार्य/सेवा का विवरण/Item Description	EMPANELMENT OF IP FIRMS AT IIT BOMBAY
निविदा का प्रकार (खुली/सीमित/दो-बोली प्रणाली आदि)/Tender Type	Open Tender
बोली-पूर्व बैठक की तिथि एवं समय/Pre-Bid Meeting Date & Time	05 th October 2026 at 11:00 a.m.
बोली-पूर्व बैठक का स्थान/Pre-Bid Meeting Venue	Conference Room, Materials Management Division, Ground Floor, Nandan Nilekani Main Building, IIT Bombay, Powai, Mumbai 400076
बोली प्रस्तुत करने की अंतिम तिथि एवं समय/Last Date & Time for Bid Submission	16 th October 2026 at 1:00 p.m.
बोली प्रस्तुत करने का स्थान/Place of Submission of Bid	Materials Management Division, Ground Floor, Nandan Nilekani Main Building, IIT Bombay, Powai, Mumbai 400076
बोली प्रस्तुत करने की विधि (ऑनलाइन/ऑफलाइन/ई-टेंडर पोर्टल)/Mode of Submission of Bids	Two Bid System: The two-bid system will be followed for this tender. In this system, bidders must submit their offer in separate sealed envelopes: Technical Bid and Commercial Bid. Both the Technical Bid and the Commercial Bid envelopes should be clearly marked as “Envelope No.1-Technical Bid” and “Envelope No. 2 - Commercial Bid”, respectively and both these sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed with our RFP No. & Due Date and to be submitted to the concerned department/section mentioned in the Tender document.
बोली खोलने की तिथि एवं समय/Bid Opening Date & Time	16 th October 2026 at 4:00 p.m.

बोली खोलने का स्थान / Bid Opening Place	Conference Room, Materials Management Division, ground Floor, Nandan Nilekani Main Building, IIT Bombay, Powai, Mumbai 400076
अधिम धि राशि / Earnest Money Deposit	In lieu of EMD, bidders have to submit a Bid Security Declaration (Annexure VI)
निष्पादन प्रतिभूति / Performance Security	The successful bidder would be required to furnish a Performance Security of Rs. 5,00,000/- (Rupees Five Lakhs Only), in the form of a Bank Guarantee/ Demand Draft. The Performance Security shall be valid till 60 days beyond the duration of service period/ contractual obligations.
तर्कीकी स्पष्टीकरण / Technical Clarification	Name: Ms. Pallavi Agarwal Dept: IRCC, IIT Bombay Email: ipr@ircc.iitb.ac.in Contact No.: 022 2159 3909
बोली खोलने का स्थान / Bid Opening Place	Conference Room, Materials Management Division, ground Floor, Nandan Nilekani Main Building, IIT Bombay, Powai, Mumbai 400076
अन्य स्पष्टीकरण/ Any Clarification	Name: Asst. Registrar (MM) Dept: Materials Management Division, IIT Bombay Email: purchase.mmd@iitb.ac.in Contact No.: 022-2576 5009
हस्ताक्षर प्राथमिकारी/Signing Authority	Dy. Registrar (MM)

SECTION 2 - TECHNICAL EVALUATION CRITERIA

A. TECHNICAL CRITERIA

Sr. No.	Particulars	Documents to be submitted	Page No.
1	The firm must be registered in India and have a minimum of ten years' existence in the business of providing IP-related services as on the last date of submission of bids.	Certificate of Incorporation / Registration Certificate (as applicable), Memorandum of Association and Article of Association/ Partnership Deed, Details of Partners/Associates/Key Professionals	
2	The firm should have a minimum annual turnover of ₹5 crore during each of the last three financial years (FY 2023–24, FY 2024–25, and FY 2025–26).	Turnover Certificate issued by a Chartered Accountant (CA)/ Audited financial statement indicating the turnover.	
3	Income Tax Return (ITR)	ITR Acknowledgement of last 2 financial years	
4	Should have a valid PAN Card	Copy of Pan card of the firm.	
5	Should have a valid GST Registration Certificate	Copy of GST Certificate.	
6	Experience: a. The bidder should have an overall experience of five years in the field of providing services related to Intellectual Property to IITs/ IISc/ NITs/ IISERs/ Other CFTIs. b. Also, the bidder should have filed 200 IP applications pertaining to these institutions and successfully secured the grant of at least 100 IP applications during the period of last five years.	a. Copies of Contract/ Empanelment letter which shall include the nature of the services provided. b. (i) Official receipts list certified by Chartered Accountant. (ii) Grant Certificates issued by the Patent Office.	
7	Domain Expertise - Intellectual Property Law	Submit details of at least five (5) cases in each of the following categories, where objections/ oppositions were successfully defended, resulting in grant or registration: 1. Indian Patent* 2. Foreign Patent* 3. Design 4. Trademark 5. Copyright Bidders submitting fewer than five (5) cases in any category will not be considered for further evaluation. Details of cases must be provided as per the template given at table 1.	

		*Patent (Indian and Foreign) cases shall cover at least two (2) of the following technical areas: ▪ Artificial Intelligence (AI), Machine Learning (ML) & Data Science ▪ Computer Systems, Software Engineering, Cybersecurity & Embedded Systems/IoT ▪ Semiconductors & Advanced Electronics ▪ Robotics, Automation & Autonomous Systems ▪ Quantum Technologies ▪ Biomedical Engineering & Healthcare Technologies ▪ Advanced Materials & Nanotechnology ▪ Energy, Sustainability & Environmental Technologies ▪ Aerospace & Space Technologies ▪ Chemical & Process Engineering ▪ Civil Engineering, Infrastructure & Smart Systems	
8	Personnel Profile	The IP firm applying for empanelment should have a team of qualified IP professionals and paralegal staff, preferably comprising at least 3 Senior IP Professionals and 5 Junior IP Professionals, meeting the following criteria: • Senior IP Professional: Registered Patent Agent/ Attorney (LLB desirable) with a minimum of 7 years' experience in the IPR field. • Junior IP Professional: Registered Patent Agent/ Attorney (LLB desirable) with a minimum of 2 years' experience in the IPR field. Personnel details to be submitted as per the template given at table 2 on the firm's letter-head signed by the competent authority.	

ADDITIONAL INFORMATION

Sr. No.	Particulars	Documents to be submitted	Page No.
1	Network offices	Address details of all network offices.	

2	Number of Foreign Associates working with the Firm.	Self certificate from the bidder for association with Foreign Associates.	
3	The IP firm should list out the paid databases, if any, used for Patent.	Proof of paid Database Subscription.	

Table 1. Domain Expertise (Patent, Trademark, Design and Copyright)

Sr. No.	Category (Indian Patent/ Foreign Patent/ Design/ Trademark/ Copyright)	Technical Area	Details of the case before IP Office & Courts	Case start year	Final Judgement Year	IP Office/ Court Order (Page No)

Note: The bidder shall indicate the most significant case in each category from the cases submitted.

Table 2. Personnel Details

Sr. No.	Name of IP Counsel	Agent no/License no. & Date of Registration with Bar Council of India and/IP Office	Designation	Experience in years	Domain Expertise

B. EVALUATION OF TECHNICAL BIDS

Sr. no.	Criteria	Max. Score
1.	<u>Firm Profile (Existence in the business of providing IP related services)</u> for 10 to 15 years - 5 marks for 16 to 20 years - 8 marks for more than 20 years - 10 marks	10
2.	<u>Presentation</u> The firm should demonstrate: Patent Expertise • Patent drafting, strategy & timeline (from disclosure to filing including prior art review) • Patent filing workflow with timelines (from filing to grant) • Prosecution strategy with timelines (handling FERs, hearings) • International filing strategy (PCT / foreign filings experience) Design Protection • Filing, preparation of representation sheet • Reply to objections & prosecution	30

	Trademark & Brand Protection • Search strategy and risk analysis approach • Opposition handling experience • Portfolio management system Copyright & Design • Registration process handling • Enforcement strategy Marks shall be awarded based on the firm's expertise, preparedness, clarity, relevance and depth of understanding as demonstrated during the presentation.	
3.	<u>Visit</u> The Committee may conduct a visit to the office of the firm as a part of the evaluation process. During the visit, the Committee may hold discussions with the IP personnel of the firm and obtain feedback from the firm's existing clients.	15
4.	<u>Domain Expertise</u> The most significant case indicated by the bidder in Table 1 under each of the following categories will be evaluated: 1. Indian Patent 2. Foreign Patent 3. Design 4. Trademark 5. Copyright The bidder will be awarded a maximum of 6 marks for each case, based on the following criteria: 1. Drafting Quality – Maximum 2 marks 2. Timely Prosecution – Maximum 2 marks 3. Claim Strategy/Justification – Maximum 2 marks	30
5.	<u>Personnel's Expertise</u> The firm must have a panel of at least 3 Senior IP professionals and 5 Junior IP professionals on board, to qualify. The firm shall submit profiles of all senior partners. Marks will be awarded based on: • Experience with government, academic, or R&D institutions • Adequacy of minimum required team • Involvement in significant IP cases and prosecutions • Number of Patent Agents / Trademark professionals • Balanced expertise across patents, trademarks, copyrights, and designs and in patent technical domains. • Years of experience in IPR practice	15
	Total	100

SECTION 3 – INSTRUCTIONS TO BIDDERS

1. SUBMISSION OF OFFER

- a. The bid **must be enclosed in a sealed cover** envelope superscribed with Tender number & due date & should reach the undersigned, on or before the due date mentioned in the tender notice. If the bid cover is not sealed, it will be rejected.
- b. Tender should be dropped in the tender box kept in the office of the concerned Department. No tender is to be handed over to a staff of IIT Bombay personally unless otherwise specified. All communications are to be addressed to the undersigned only.
- c. The bid can be submitted in person or through post/ courier (IIT Bombay shall not be responsible for any postal delays or any other reason for not submitting the bid in the specified time and resulting in disqualification/ rejection of any bid) to reach on or before the due date and time.

2. COST OF BIDDING

- a. The Bidder should bear all costs associated with the preparation and submission of its Bid and IIT Bombay shall not be responsible or liable for those costs.

3. VALIDITY OF THE BID

- a. 180 Days from the date of opening of technical bid.

4. AMENDMENT OF BIDDING DOCUMENTS

- a. At any time prior to the deadline for submission of bids, IIT Bombay may, for any reason, whether on its own or in response to the clarification requested by a prospective BIDDER, may modify the bid document.
- b. All prospective BIDDERS, who have downloaded the bidding document, may visit the IIT Bombay website for amendments / modifications, which will be binding on them.

5. DEADLINE FOR SUBMISSION OF BIDS

- a. Bids must be received by the IIT Bombay before the due date and time, at the address specified in the tender document. In the event of the specified date for submission of bids being declared as a holiday for IIT Bombay, the bid-closing deadline will stand extended to the next working day up to the same time.

6. BID OPENING PROCESS

- a. In case of two bid systems, the technical bid will be opened in the first instance in the presence of the concerned department / section staff, Technical Evaluation Committee (TEC), MMD, representatives of the bidders at IIT Bombay.
- b. Commercial bids of only those bidders will be opened, whose bids are found technically qualified.
- c. Commercial Bids will be opened in the presence of the Technical Evaluation Committee (TEC), MMD, and representatives of the bidders. Date and Time of

- commercial bid opening shall be intimated to technically qualified bidders only.
- d. One authorized representative of each of the bidders would be permitted to be present at the time of opening of the bids.
 - e. The authorized representative of bidders, present at the time of opening of the bids, shall be required to sign an attendance register as proof of having attended the Technical/Commercial bid opening session.

7. LATE BIDS

IIT Bombay will not be responsible for the following:

- a. For delayed / late bids submitted/ sent by post/ courier etc.
- b. For submission/ delivery of bids at the wrong places other than that mentioned in the tender.
- c. Any bid inadvertently received by IIT Bombay after the deadline, i.e., due date & time for submission of bids, will not be accepted and returned.

8. SUPPLEMENTARY OFFER/ MODIFICATION OF ORIGINAL BID

- a. Bid submitted against the above-mentioned tender shall not be returned in case the tender opening date is extended/ postponed. Bidders desirous of modifying their offer/ terms may submit their revised / supplementary offer (s) within the extended Tender Opening Date (TOD) by clearly stating the extent of updating done to the original bid. IIT Bombay reserves the right to open the original offer along with the revised bid.
- b. In case any bidder is silent on any clause mentioned in this tender document, IIT Bombay shall construe that the bidder has accepted the clauses as per the invitation to tender. No further claim will be entertained.
- c. No revision in the terms and conditions quoted in the offer will be entertained after the last date and time fixed for receipt of tenders.

9. CONFIDENTIALITY

- a. Information relating to the evaluation of Bids, and recommendation of Contract award, shall not be disclosed to Bidders or any other person not officially concerned with such process until information on Contract award is communicated to all Bidders.
- b. Any attempt by a Bidder to influence IIT Bombay in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
- c. Notwithstanding, anything contained in the document, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact IIT Bombay on any matter related to the bidding process, it shall do so in writing.

10. DEVIATION, RESERVATIONS AND OMISSIONS

During the evaluation of bids, the following definitions apply:

- a. "Deviation" is a departure from the requirements specified in the Bidding Documents;
- b. "Reservation" is the setting of limiting conditions or withholding from complete

- acceptance of the requirements specified in the Bidding Documents; &
- c. "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.

11. CORRECTION OF ARITHMETICAL ERRORS

- a. Provided that the Bid is substantially responsive, IIT Bombay shall correct arithmetical errors - If there is a discrepancy between the unit price and the line-item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of IIT Bombay there is an obvious misplacement of the decimal point in the unit.

12. SELECTION PROCEDURE

- a. The bidder shall secure a **minimum technical score of 60 marks to qualify for further evaluation.**
- b. The commercial bids of only those bidders who secure a technical score of 70 marks or above shall be opened.
- c. The selection of bidders shall be based on the Quality and Cost Based Selection (QCBS) method, with 70% weightage to the Technical Score and 30% weightage to the Commercial bid.
- d. Calculation of the QCBS score would be based on the formula:
$$(70 \times TS/HTS) + (30 \times LCB/CB)$$

HTS - Highest technical score achieved in Technical evaluation among the pre-qualified bidders
TS - Individual technical score
CB - Individual total price quoted in Commercial Bid
LCB - Lowest quoted total price in Commercial Bid among the technically qualified bidders
- e. A maximum of five firms securing the highest QCBS scores shall be empanelled for a period of three (3) years, subject to satisfactory performance and annual review.

13. COMMERCIAL BID

- a. The price quoted should be in Indian Rupees. Commercial Bid must be submitted in the Commercial Bid Format. If the price is not quoted in the Commercial Bid Format, IIT Bombay reserves the right to reject the bid. The price quoted must be inclusive of all taxes and charges. The bidder shall pay and bear all other liabilities, taxes, and duties not specifically agreed by the Institute in the contract.

14. CODE OF ETHICS AND INTEGRITY

- a. IIT Bombay requires all bidders, suppliers, vendors, and consultants to observe the highest standards of ethics, integrity, and transparency during the procurement process and execution of the contract. For the purpose of this clause, the following definitions shall apply:
- **"Corrupt Practice"** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to improperly influence the actions of a public official

in the procurement process or contract execution.

- **“Fraudulent Practice”** means any act or omission, including misrepresentation or suppression of facts, intended to influence or improperly affect the procurement process or the execution of a contract.
- **“Collusive Practice”** means an arrangement or understanding between two or more bidders designed to achieve an artificial or non-competitive bid price or otherwise improperly influence the bidding process.
- **“Coercive Practice”** means directly or indirectly harming or threatening to harm any person or property to influence their participation in the procurement process or to affect the execution of a contract.

- b. IIT Bombay shall reject any bid or proposal for award if it determines that the bidder recommended for award has, directly or through any intermediary, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or executing the contract.

15. TRANSFER AND SUBLETTING

- a. The seller shall not sublet, transfer, assign or otherwise part with the acceptance of the tender or any part thereof, either directly or indirectly, without the prior written permission of IIT Bombay.

16. CANCELLATION OF TENDER

- a) Notwithstanding anything specified in this tender document, IIT Bombay in its sole discretion, unconditionally and without assigning any reasons, reserves the rights:
- i. To accept OR reject lowest tender or any other tender or all the tenders.
 - ii. To accept any tender in full or in part.
 - iii. To reject the tender offer not conforming to the tender's terms.
 - iv. To give purchase preference to Public Sector undertakings when applicable as per Govt. Policy/Guidelines.
- b) Offer which deviates from the vital conditions (as illustrated below) of the tender shall be rejected:
- i. Non-submission of complete offers.
 - ii. Receipt of offers after due date and time and or by email / fax (unless specified otherwise).
 - iii. Offers received in open condition and conditional as well as unsigned bids will be rejected.

SECTION 4 – SCOPE OF WORK

1. The Patent Attorneys, Patent Agents, Trademark Attorneys, IP Counsels, and other IPR professionals deployed by the empaneled firm for providing services to the Institute shall be bona fide partners, employees, associates, or retained professionals of the empaneled firm. The firm shall submit documentary evidence of such association whenever required by the Institute. The Institute shall have the right to seek replacement of any deployed professional and the empaneled firm shall provide suitable alternatives possessing equivalent qualifications and experience.
2. The selected IP firm will engage its subject-matter experts, patent attorneys, patent agents, trademark attorneys, copyright specialists, technology transfer experts, or other IPR professionals, as required by IIT Bombay, for specialized matters and expert opinions.
3. To provide comprehensive legal and advisory services relating to Intellectual Property Rights, including but not limited to Patents, Copyrights, Trademarks, Industrial Designs, Trade Secrets, Plant Varieties, Semiconductor Layout Designs, Domain Names, Technology Transfer, Licensing, and related rights under Indian and international laws.
4. To conduct patentability assessments, prior-art searches, freedom-to-operate (FTO) analyses, patent landscape studies, validity and infringement analyses, technology mapping, when requested by the IIT Bombay.
5. To draft, prosecute, file, respond to office actions, and manage applications relating to patents, trademarks, copyrights, industrial designs, and other forms of intellectual property before relevant authorities in India and internationally, including the Indian Patent Office, Trademark Registry, Copyright Office, WIPO, and foreign jurisdictions as may be required.
6. To represent the IIT Bombay before intellectual property offices in matters concerning intellectual property protection, enforcement, infringement, opposition, rectification, cancellation, licensing, ownership disputes, and related proceedings.
7. To advise the IIT Bombay on ownership, inventorship, authorship, commercialization, monetization, valuation, licensing, assignment, protection, maintenance, and enforcement of intellectual property.
8. To provide legal opinions and advisory services concerning national and international intellectual property laws, regulations, treaties, conventions, guidelines, and best practices, including but not limited to TRIPS, WIPO treaties, and other applicable frameworks.
9. To maintain the portfolio of all the works assigned by IIT Bombay, IP asset tracking, maintenance of patents and other IP registrations, annuity management, renewal monitoring, and strategic portfolio development and present to Institute as when requested.
10. To provide legal support in infringement monitoring, enforcement actions, cease-and-desist notices, opposition proceedings.
11. To conduct a minimum of two (02) awareness programs, workshops, training sessions, and capacity-building initiatives for faculty members, researchers, students, officers, and other stakeholders on intellectual property protection, management, and commercialization on a yearly basis.
12. The firm shall not undertake any assignment or represent any party whose interests are averse to IIT Bombay during the period of empanelment and engagement.

SECTION 5: GENERAL TERMS AND CONDITIONS OF CONTRACT

1. AWARD OF CONTRACT AND EMPANELEMENT OF IP FIRMS

- a. A maximum of five firms securing the highest QCBS scores shall be empanelled for a period of three (3) years, subject to satisfactory performance and annual review.
- b. The empanelment of the IP Firms shall be for an initial period of three (3) years. Based on satisfactory performance and the requirements of the Institute, the empanelment may be extended for a further period of up to two (2) years, subject to the approval of the competent authority.
- c. The professional fees and charges quoted by the empaneled firm shall remain fixed and valid for the first three (3) years from the date of commencement of the contract. No escalation in rates shall be permitted during this period. During the subsequent contract periods, the professional fees may be increased by up to 5% per annum over the rates applicable in the preceding contract period, subject to the approval of IIT Bombay.
- d. Assignment of cases to the empaneled firms will be at the sole discretion of IIT Bombay.
- e. The successful bidders will enter into a written agreement with the Institute within 15 days of award of contract. If the successful bidder does not sign the agreement within 15 days or fails to furnish the Performance Security within 15 days from the date of receipt of award of contract, the Institute reserves the right to cancel the contract and apply all remedies available under the terms & condition of this contract.
- f. The qualified bidder will abide by all the Terms & Conditions of the RFP Document.
- g. The services of the successful IP firms will be reviewed by the committee at regular intervals during the contract period. IIT Bombay reserves the right to cancel the contract or amend the contract period based on performance review, if necessary.
- h. IIT Bombay reserves the right to terminate the empanelment with one month's notice in writing.
- i. The selected IPR Firms shall be empaneled for case-based engagement only.
- j. Empanelment does not guarantee allocation of work, and assignment of cases shall be at the sole discretion of the Institute.
- k. Work shall be assigned strictly on a case-by-case basis.
- l. Selection of empaneled firm/counsel for a specific matter shall be based on:
 - Relevant expertise in particular technical domains
 - Availability
 - Performance history (if applicable)
 - Complexity of the case
- m. The Institute reserves the right to distribute work among multiple empaneled firms/ counsels.
- n. The Institute reserves the right to:
 - Increase or decrease the number of empaneled firms
 - Induct additional firms into the panel during the tenure of empanelment
 - Assign or withhold cases at its sole discretion
 - Terminate empanelment without assigning reasons
 - Negotiate fees for specific cases, wherever required

2. TERMS OF PAYMENT

- a. No advance bill payment will be made under any circumstances.
- b. The payment shall be made against invoices/bills raised by the empaneled firm for services duly rendered, subject to verification and certification of the services by the Institute.

3. PERFORMANCE SECURITY

- a. The successful bidder should submit a Performance Security of Rs. 5,00,000/- (Rupees Five Lakhs Only), in the form of a Bank Guarantee/ Demand Draft, within 15 days of the date of agreement. If the successful bidder fails to submit the Performance Security, then the contract will be cancelled.
- b. Performance Security should be established in favour of "The Registrar, IIT Bombay".
- c. Performance Security should be valid till sixty days beyond the duration of service period / contractual obligations.
- d. Performance Security shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to between the successful tenderer and the purchaser under the terms & conditions of acceptance to the tender.
- e. Bank guarantee is to be established through any of the National/ Scheduled Commercial Banks (whether situated at Mumbai or outstation) with a clause to enforce the same on their local branch of Mumbai. The format for Bank Guarantee is provided at Section 8.
- f. No interest shall be payable by the buyer to the bidder on Performance Security.

4. PENALTY

- a. In the event of any breach of the terms and conditions of the contract, or if the IP firm neglects, delays, or fails to perform in accordance with the instructions issued, the institute shall have the right to levy and recover a penalty of up to a maximum of 10% of the total bill pertaining to the relevant activity. The institute also reserves the right to forfeit the Security Deposit, in addition to any other remedies available under the contract or applicable law.

5. FORCE MAJEURE

- a. On the occurrence of any unforeseen event, beyond the control of either party, directly interfering with the delivery of services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other party with reasonable evidence thereof. Unless otherwise directed by the procuring entity in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

6. LEGAL MATTER

- a. All disputes arising out of or in connection with this tender or any subsequent contract shall be subject to the exclusive jurisdiction of the courts in Mumbai, India. Such disputes shall be governed and adjudicated in accordance with the laws of India.

7. INDEMNITY

- a. The service provider shall indemnify, defend and keep indemnified IIT Bombay, its officers and employees from and against any claims, losses, liabilities, damages, penalties, costs or expenses arising out of (i) breach of the Agreement, (ii) negligence or misconduct of the service provider or its personnel, (iii) violation of applicable law, or (iv) any third-party claim attributable to the acts or omissions of the service provider, its employees, agents or representatives.

8. LIMITATION OF LIABILITY

- a. Notwithstanding anything contained in this tender, IIT Bombay shall not be liable for any indirect, incidental, consequential, special, exemplary or punitive damages, including loss of profits, business or goodwill, arising out of, or in connection with the Agreement.

9. GROUNDS FOR REMOVAL FROM THE PANEL

- a. Giving false information and declaration in the application for empanelment;
- b. Failing to attend the hearing of the case assigned without any justifiable reason and/without prior information;
- c. Not acting as per IIT Bombay instructions or going against specific instructions;
- d. Threatening, intimidating or abusing any of the IIT Bombay's employees, officers, or representatives;
- e. Passing on the information relating to IIT Bombay case to the opposite parties or their counsels or any third party which is likely to cost any damage to IIT Bombay's interests;
- f. Giving false or misleading information to IIT Bombay relating to the proceedings of the matters;
- g. Not returning the brief or matter or not giving No – objection when demanded by the Institute or not allowing or evading to allow the inspection of case records on demand;
- h. Misappropriation of any money or property of the Institute or using or appropriating the same towards his fees without the permission of the Institute;
- i. Making or allowing any of his associates or juniors to appear on behalf of any opposite party in any case or matters against the interest of the Institute;
- j. Committing an act that tantamount to contempt of court or professional misconduct;
- k. Arrest or detention by the Law enforcement agencies or debarment by the Bar Council or removal of name from patent or trademark agent journal.
- l. If the firm is not able to provide the services within the time frame.

10. FURNISHING FRAUDULENT INFORMATION/ DOCUMENT

- a. If it is found that IP firm has furnished fraudulent document/information, the bid security/ performance security (wherever applicable) shall be forfeited and the firm will be debarred for a period of 2 (two) years from participation in any tender of IIT Bombay pertaining to IP Services.

11. NON- DISCLOSURE AGREEMENT

- a. The empaneled firm(s) must submit a non-disclosure agreement as per the template given at Annexure-VII.

12. TERMINATION OF EMPANELMENT:

- a. IIT Bombay reserves the right to terminate the empanelment at any time, and without assigning any reasons thereof by providing one (1) month's written notice to the service provider, and the service provider shall not be entitled to demand compensation because of such termination. Upon expiry of such notice period, the Agreement shall stand terminated without any further act or deed. In such event, the service provider shall not be entitled to any compensation, damages, loss of profit, or any other claim arising out of or in connection with such termination, except for payment of undisputed dues for services satisfactorily rendered up to the effective date of termination.
- b. If the service provider does not provide the services satisfactorily as per the requirements of IIT Bombay or as per the Scope of Work, IIT Bombay shall have the right to terminate the Agreement without assigning any reasons thereof, and nothing shall be payable by IIT Bombay, and the PBG shall be forfeited and encashed by IIT Bombay.

13. COMPLIANCE WITH APPLICABLE LAWS:

- a. The service provider shall comply with all the terms and conditions of the Tender and the agreement, and shall at all times comply with all applicable laws, rules, regulations, Government directions, as amended from time to time.

SECTION 6: COMMERCIAL BID

RFP No. MMD/IPR/SC/2026-29

Due date: 16th October 2026

Representation before Intellectual Property Office and in Courts of Law (IP related matters)

Sr. No.	Particulars	Weightage	Charges per instance (Rs/-) inclusive of taxes
1.	Drafting of applications for patent/ trademark/ design/ copyright. This includes the activities listed under 1.1 to 1.6. The bidder shall quote the detailed break-up for items 1.1 to 1.6 separately as follows:	30%	
1.1	Patents: Drafting and filing provisional specification (PS) (consisting of 10 claims and 30 pages), including the following forms: i. Form 1 - Proof of right ii. Form 2 - Specification iii. Drawings iv. Form 3 - Statement and undertaking under section 8 v. Form 26 - Power of Attorney vi. Form 28 - To be submitted by a small entity / start-up		
1.2	Patents: Drafting and filing provisional to complete specification (PS-CS) (consisting of 10 claims and 30 pages), including the following forms: i. Form 2 - Specification ii. Drawings iii. Form 3 - Statement and undertaking under section 8 iv. Form 5 - Declaration of inventorship v. Form 8 - Request regarding mention of inventor in a patent vi. Form 9 - Request for publication vii. Form 18A - Request for expedited examination viii. Form 26 - Power of Attorney ix. Form 28 - To be submitted by a small entity / start-up		

1.3	Patents: Drafting and filing complete specification (CS), including the following forms: i. Form 1 - Proof of right ii. Form 2 - Specification iii. Drawings iv. Form 3 - Statement and undertaking under section 8 v. Form 5 - Declaration of inventorship vi. Form 8 - Request regarding mention of inventor in a patent vii. Form 9 - Request for publication viii. Form 18A - Request for expedited examination ix. Form 26 - Power of Attorney		
1.4	Patents: Per additional claim Per additional page Per page of sequence listing (wherever required) NBA (National Biodiversity) Applications: i. Preparing and filing necessary forms and documents for submission to the NBA. ii. Following with NBA for certificate.		
1.5	<u>Trademark</u> i. Preparing and filing the application, along with necessary forms ii. Reporting, drafting and filing response to examination report iii. Reporting and attending to hearing notice iv. Drafting and filing response to hearing notice v. Reporting registration of trademark		
1.6	<u>Industrial Design application</u> i. Preparing and filing the application, along with necessary forms ii. Reporting, drafting and filing response to examination report iii. Reporting and attending to hearing notice iv. Drafting and filing response to hearing notice v. Reporting registration of design		

2	Drafting forms, written submissions, responses to objections and necessary write ups/additional forms for prosecution. This shall include the charges for filing all mandatory forms pertaining to filing and prosecution. 2.1 Prosecution of IP applications until grant/ registration, including the following: i. Reporting publication of application ii. Reporting, drafting and filing response to examination report (including amendments where applicable) iii. Reporting and attending to hearing notice; drafting and filing of written submission (including amendments where applicable) 2.2 Grant and post-grant/ registration activities, including the following: i. Reporting grant of IPs ii. Form 27 - Statement of working for patents	15%	
3	Assistance for filing Patent Co-operation treaty (PCT) application and foreign filing: i. Filing PCT request at receiving office along with necessary documents ii. Applying for WIPO DAS Code iii. Applying for Certified copies iv. Reporting of International Search Report (ISR) v. Filing and drafting responses to respective Office Actions vi. Coordination fee for filing, prosecution and maintenance of convention/national phase application	15%	
4	Attending hearing / opposition matters in case of national and foreign IP applications.	20%	

5	Hourly basis charges The bidder shall provide the hourly professional fee applicable for additional case specific services like Freedom-to-Operate (FTO) analysis, patent validity/invalidity opinions, infringement analysis, and other specialized IP advisory services. These charges shall be applicable only for services outside the scope of the Institute's regular IP filing and prosecution work and shall be availed on as and when required basis.	10%	
6	Portfolio management during IP term (Renewal and Filing of "Statement of Working")	10%	
	Total (1+2+3+4+5+6)		

Authorized Signatory

Name:

Designation:

Contact No.:

Company Seal

Place:

Date:

SECTION 7 – ANNEXURES

ANNEXURE I – BIDDER'S INFORMATION

(On firm's letterhead)

1	Name of the Firm	
2	Registration Number	
3	Registered Address with Pin code	
4	Name of the Director/ Partner(s)	
5	Year of Establishment	
6	Legal Status of the Organization (tick on appropriate option)	1. Limited Company 2. Undertaking 3. Joint Venture 4. Partnership 5. Others (In case of others, please specify)
7	Contact Name, Email Id & Mobile No.	
8	Bank Details	Name of Beneficiary: A/c. No. CC/CD/SB/OD: Name of Bank: IFSC No. (Bank): Branch Address and Branch Code:
9	PAN No. of the Organization/ Individual	
10	GST No. of the Organization	

ANNEXURE II – DECLARATION REGARDING CLEAN TRACK
(On firm's letterhead)

To,
Dy. Registrar,
Materials Management Division,
Ground floor, Nandan Nilekani Main Building,
IIT Bombay, Powai, Mumbai 400 076

Date:

Ref: RFP No. MMD/IPR/SC/2026-29 dated 25th September 2026 for the Empanelment
of IP firms at IIT Bombay

Sir,

I/we carefully gone through the Terms & Conditions contained in the above referred tender document. I/we hereby declare that my company / firm is not currently debarred / black listed/convicted by any Government / Semi Government Organizations / Institutions in India or abroad. I/we further certify that I'm a competent officer in my company /firm to make this declaration.

Or

I/we declare the following

Sr. No.	Country in which the company is debarred/ blacklisted/ case is pending	Black listed / debarred by Government /Semi Government Organizations/Institutions	Reason	Since when and for how long

(Note: In case the company / firm was blacklisted previously, please provide the details regarding Period for which the company / firm was blacklisted and the reason/s for the same)

Yours faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE III - DECLARATION OF ANNUAL TURNOVER

(On firm's letterhead)

To,
Dy. Registrar,
Materials Management Division,
Ground floor, Nandan Nilekani Main Building
IIT Bombay, Powai, Mumbai 400 076

Date:

Ref: RFP No. MMD/IPR/SC/2026-29 dated 25th September 2026 for the Empanelment of IP Firms at IIT Bombay.

Sir,

I/we hereby declare that, our firm's Annual Turnover as follows, and I/we have also supported an Audited Accounts for your references:

F.Y. 2023-24	F.Y. 2024-25	F.Y. 2025-26

Yours faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE IV - EXPERIENCE IN SIMILAR WORK

(On firm's letterhead)

To,
Dy. Registrar,
Materials Management Division,
Ground floor, Nandan Nilekani Main Building
IIT Bombay, Powai, Mumbai 400 076

Date:

Ref: RFP No. MMD/IPR/SC/2026-29 dated 25th September 2026 for the Empanelment of
IP Firms at IIT Bombay

Sir,

Brief particulars of the similar work done in IITs/ IISc/ NITs/ IISERs/ Other CFTIs. Please use a separate sheet if required without changing the format. Please attach client certificate / work orders, etc. clearly giving the period of contract along with the Performance certificate.

Sr. no	Name of the organization with complete postal Address	Period for which the contract is/was awarded	Details of contact person (Name, Address, contact no.and email)

Yours faithfully,

(Signature of the Bidder, with Official Seal)

**ANNEXURE V - DECLARATION FOR ACCEPTANCE OF TENDER TERMS
AND CONDITIONS**

(On firm's letterhead)

To,
Dy. Registrar,
Materials Management Division,
Ground floor, Nandan Nilekani Main Building
IIT Bombay, Powai, Mumbai 400 076

Date:

Ref: RFP No. MMD/IPR/SC/2026-29 dated 25th September 2026 for the Empanelment of
IP Firms at IIT Bombay.

Sir,

I/we have carefully gone through the Terms & Conditions as mentioned in the above referred tender document and hereby submit the following declaration;

1. All the provisions of this tender are acceptable to my/our firm.
2. My/Our firm has not been blacklisted by any Central/State Government Department or Organization.
3. I am the authorized signatory of my/our firm and, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE VI – UNDERTAKING/BID SECURITY DECLARATION

(On firm's letterhead)

To,
Dy. Registrar,
Materials Management Division,
Ground floor, Nandan Nilekani Main Building
IIT Bombay, Powai, Mumbai 400 076

Date:

Ref. to RFP No. MMD/IPR/SC/2026-29 dated 25th September 2026 for the Empanelment of
IP Firms at IIT Bombay.

Sir,

We, M/s(name of the firm) hereby
undertake that:

- 1) We accept all the terms and conditions of the tender document.
- 2) We accept that, we will not modify our bid during the bid validity period, submit performance security within the stipulated period and honour the contract after award of contract.
- 3) In the event of any modification to our bid by us or failure on our part to honor the contract after final award or failure to submit performance security, our firm may be debarred from participation in any tender/contract notified by Indian Institute of Technology Bombay for a period of one year.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE VII – NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is made and entered into as on [Date], by and between:

IIT Bombay (IITB)
IIT Powai, Mumbai – 400076. ("Disclosing Party")

and

"IP firm Name"
Address: [Law Firm Address] ("Receiving Party")

i. Purpose

The Disclosing Party intends to disclose certain confidential and proprietary information ("Confidential Information") to the Receiving Party for the purpose of providing legal advice, representation, consultation, and Intellectual Property Rights (IPR) related services.

ii. "Confidential Information" means and includes any and all information disclosed by the Disclosing Party, whether in written, oral, electronic, visual, or any other form, and whether marked or unmarked as confidential, including but not limited to:

- Academic data, research findings, and unpublished materials;
- Technical, scientific, and technological information;
- Financial data and commercial information;
- Details of clients, stakeholders, and institutional operations;
- Legal strategies, opinions, case files, and litigation-related information;
- All intellectual property, including disclosures relating to inventions, patents, trademarks, designs, copyrights, trade secrets, and any other IPR generated, owned, or controlled by the Disclosing Party;
- Any proprietary or sensitive information relating to the Disclosing Party's projects, activities, processes, or affairs;
- Any derivatives, analyses, compilations, or materials prepared based on the above information.

iii. Obligations of Receiving Party

The Receiving Party agrees to:

- Maintain strict confidentiality of all Confidential Information
- Not disclose any Confidential Information to third parties without prior written consent of the Disclosing Party
- Use the Confidential Information solely for the purpose stated in this Agreement
- Take all reasonable measures to prevent unauthorized access, misuse, or disclosure

iv. Exclusions from Confidential Information

Confidential Information shall not include information which the Receiving Party can demonstrate:

- Is or becomes publicly available without breach of this Agreement; or
- Was already in possession of the Receiving Party prior to disclosure without restriction; or
- Was independently developed without use of Confidential Information; or
- Is approved for release in writing by the Disclosing Party

v. Term

This Agreement shall commence on the date first written above and shall remain valid for a period of **five (5) years**, unless terminated earlier by either Party with written notice of 30 days prior to such termination.

vi. Return or Destruction of Materials

Upon termination of this Agreement, the Receiving Party shall promptly return or destroy all materials containing Confidential Information, as directed by the Disclosing Party.

vii. No Rights Granted

Nothing contained in this Agreement shall be construed as granting the Receiving Party any rights, title, or interest in the Confidential Information, except as expressly provided herein.

viii. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India.

ix. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding the subject matter herein and supersedes all prior discussions or agreements. Any amendment shall be valid only if made in writing and signed by both Parties.

x. Execution

IN WITNESS WHEREOF, the parties hereto have executed this Non-Disclosure Agreement as of the date first above written.

Indian Institute of Technology Bombay

IP Firm Name

Signature:

Signature:

Name:

Name:

Designation:

Designation:

SECTION 8 – FORMAT OF PERFORMANCE BANK GUARANTEE

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

(TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT MUMBAI OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT MUMBAI OR ANY SCHEDULED BANK SITUATED AT MUMBAI. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.)

LETTER OF GUARANTEE

To,
The Registrar,
Indian Institute of Technology Bombay
Powai, Mumbai – 400 076

WHEREAS Indian Institute of Technology Bombay (Buyer) have invited bids vide Tender No/Purchase Order Dt. for purchase of AND WHEREAS the said tender document requires that any eligible successful tenderer (seller) wishing to supply the goods or service in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of **“The Registrar, Indian Institute of Technology Bombay”** in the form of Bank Guarantee for ₹ 5 lakhs and the said guarantee shall be valid till 60 (sixty) days beyond the duration of service period / contractual obligations.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said tenderer (seller) failing to abide by any of the conditions referred in tender document / purchase order / performance of the equipment / machinery, etc. this Bank shall pay to Indian Institute of Technology Bombay on demand and without protest or demur ₹ (Rupees).

This Bank further agrees that the decision of Indian Institute of Technology Bombay (Buyer) as to whether the said Tenderer (Seller) has committed a breach of any of the conditions referred in tender document / purchase order 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 Tenderer (Seller) and/ or Indian Institute of Technology Bombay (Buyer).

Notwithstanding anything contained herein:

- Our liability under this Bank Guarantee shall not exceed ₹ (Indian Rupees only).
- This Bank Guarantee shall be valid up to(date) and
- We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if IIT Bombay serves 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:

SECTION 9 - CHECKLIST

The following items must be checked before the Bid is submitted:

I. ENVELOPE "1":

- i. Eligibility Criteria Responses (attach the eligibility criteria responses and relevant documents, duly filled, sealed and signed as per Section 2).
- ii. Annexure I: Bidder's Information
- iii. Annexure II: Declaration Regarding Clean Track
- iv. Annexure III: Declaration of Annual Turnover
- v. Annexure IV: Experience in Similar Work
- vi. Annexure V: Declaration for Acceptance of Tender Terms & Conditions
- vii. Annexure VI: Bid Security Declaration
- viii. Annexure VII: Non-Disclosure Agreement

II. ENVELOPE "2" - Commercial Bid

Your bid must be submitted in two envelopes: **Technical Bid (Envelope 1) and Commercial Bid (Envelope 2)** superscribed on both the envelopes along with the RFP No. and the due date and both these sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed with our **RFP No. & Due date**.