

भारतीय प्रौद्योगिकी संस्थान मुंबई
INDIAN INSTITUTE OF TECHNOLOGY BOMBAY

सामग्री प्रबंधन प्रभाग
MATERIALS MANAGEMENT DIVISION



आईआईटी मुंबई में कानून फर्मों/कानूनी सलाहकारों के
पैनल में शामिल होने के लिए प्रस्ताव के लिए अनुरोध

**REQUEST FOR PROPOSAL FOR
EMPANELMENT OF LAW FIRMS / LEGAL
COUNSELS AT IIT BOMBAY**

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SECTION 1 – INVITATION FOR BIDS

Tenders are invited from interested and eligible Law Firms/ Legal Counsels, possessing the requisite eligibility criteria, for empanelment with IIT Bombay for a period of three years, to handle cases related to service matters, conciliation and compliance, RTI matters, arbitration, corporate laws, civil and criminal laws, patents, copyrights and intellectual property rights, banking laws, media laws, international laws, cyber laws, land and eviction matters, labour-related issues, and general advisory work concerning government guidelines applicable to Autonomous Institutes, including but not limited to in various courts of law including the Supreme Court, Bombay High Court, City Civil and Sessions Court, Metropolitan Magistrate Court, Industrial/ Labour Courts, Commissions, etc., across the country, as and when required.

आरएफपी संख्या / RFP No.	MMD/LEGAL/SC/2025-26
आरएफपी तारीख / RFP Date	04th September, 2025
वस्तुविवरण / Item Description	EMPANELMENT OF LAW FIRMS / LEGAL COUNSELS AT IIT BOMBAY
निविदा का प्रकार/ Tender Type	Open Tender
बोली-पूर्व बैठक की तारीख और समय / Pre-Bid Meeting Date & Time	11th September, 2025 at 11:00 AM
बोली-पूर्व बैठक स्थल / Pre-Bid Meeting Place	Conference Room, Materials Management Division, Ground Floor, Nandan Nilekani Main Building, Indian Institute of Technology Bombay, Powai, Mumbai 400076
बोली जमा करने की अंतिम तिथि और समय /Last date & time of Bid Submission	24th September, 2025 at 1:00 PM
बोली जमा करने का स्थान / Place of Submission of Bid	Materials Management Division, Ground Floor, Nandan Nilekani Main Building, Indian Institute of Technology Bombay, Powai, Mumbai 400076
बोली जमा करना/ 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 Tender No. & Due Date and to be submitted to the concerned department/ section mentioned in the Tender document.
बोली खुलने की तारीख और समय / Bid Opening Date & Time	24th September, 2025 at 3:00 PM

बोली खोलने का स्थान / Bid Opening Place	Conference Room, Materials Management Division, ground Floor, Nandan Nilekani Main Building, Indian Institute of Technology Bombay, Powai, Mumbai 400076
अग्रिम धन राशि / Earnest Money Deposit	In lieu of EMD, bidders have to submit an Undertaking for Bid Security (Annexure 3)
प्रदर्शन सुरक्षा जमा/ Performance Guarantee	The Law firm(s) and the Legal Counsel(s), who would get selected, shall have to furnish a Performance Security of Rs. 3,00,000/- and Rs. 1,00,000/-, respectively, in the form of a Bank Guarantee from any Nationalized / Scheduled Bank, in favour of "The Registrar, IIT Bombay" payable at Mumbai. The Performance Security should be valid for a period of 2 (two) months beyond the date of expiry of the empanelment tenure.
तकनीकी स्पष्टीकरण / Technical Clarification	Name: Mr. Akhouri Ashutosh Sinha Dept: Legal & RTI Unit, IIT Bombay Email: sh.legal@iitb.ac.in Contact No.: 022 2576 7999
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 प्राधिकारी/Signing Authority	Dy. Registrar (MM)

SECTION 2 - TECHNICAL CRITERIA

A. Technical Criteria

Sr. No.	Particulars	Documents to be submitted	Page No.
1	<p>For Firms: The firm should have at least 10 years of existence</p> <p>For Lawyers (Legal Counsels): Should be registered with the Bar Council for at least 5 years</p>	<p>For Firms: Certificate of Incorporation/ Memorandum and Article of Association/ Partnership Deed/ Business License</p> <p>For Lawyers: Registration Certificate from the Bar Council of India</p>	
2	<p>For Firms: The firm should have an Annual Turnover of 2 crores for the last 3 years</p> <p>For Lawyers: Annual Income of 10 lakhs for last 3 years.</p>	<p>For Firms: Turnover Certificate issued by a Chartered Accountant (CA)/ Audited Balance Sheet & Income and Expenditure statement</p> <p>For Lawyers: Income Certificate issued by a Chartered Accountant (CA)/ Income Tax Return (ITR) acknowledgement document.</p>	
3	Income Tax Return (ITR)	ITR Acknowledgement of last 2 years	
4	Should have a valid PAN Card	Copy of Pan card of the firm/lawyer	
5	Should have a valid GST Registration Certificate	Copy of GST Certificate	
6	Network offices (Mumbai, Delhi and other countries)	<p>For Companies Submission of address proof for offices located at Mumbai and Delhi are mandatory.</p> <p>For Lawyers Submission of address proof for offices located at Mumbai or Delhi is mandatory.</p>	
7.	Firms / Lawyers should be empanelled with at least two Universities / Educational Institutes / PSU / Central Govt. Departments / Banks / Reputed Private Firms during the last 5 years	Names of the Organization and copy of Contract/ Empanelment letter	

8.	Domain Expertise	<p>Case Submission from firms:</p> <p>Submit details of at least 5 landmark cases per domain, for not less than two domains of law, as enumerated below:</p> <p>Case Submission from Lawyer/ Legal Counsel:</p> <p>Submit details of at least 2 landmark cases per domain, for not less than two domains of law, as enumerated below:</p> <p>Domains:</p> <ul style="list-style-type: none"> <input type="radio"/> Corporate Law <input type="radio"/> Employment / Labour Laws <input type="radio"/> International Law <input type="radio"/> Criminal Law <input type="radio"/> Intellectual Property Law <input type="radio"/> Environmental Law <input type="radio"/> Media Law <input type="radio"/> Cyber Laws <p>Details of each case must be provided as per the template given at point 8a.</p>	
9.	Personnel Profile	<p>The Law firm applying for empanelment should have a panel of at least 10 senior legal professionals and 5 junior legal professionals fulfilling the following eligibility criteria:</p> <p>The Senior Legal Professional of the firm should have a solid foundation with an LLB degree and at least 10 years of experience in the legal field. He / she should have a deep understanding of various areas of law, as well as strong advocacy and negotiation skills.</p> <p>The Junior Legal Professional should have a solid foundation with an LLB degree and at least 5 years of experience in the legal field. He/ she should have a deep understanding of various areas of law, as well as strong advocacy and negotiation skills.</p> <p>Personnel details to be submitted as per the template given at point 9a on firm's letterhead signed by the competent authority.</p>	

8a. Domain Expertise

Sr. No	Domain	Details of the case	Case start year	Final Judgement Year	Court Order (Page No)

9a. Personnel Details

Sr. No.	Name of Legal Counsel	Date of Registration with Bar Council of India	Designation	Experience in years	Domain Expertise

B. Evaluation of Bids

i. For Firms:

Sr. no.	Criteria	Maximum Score
1.	Firm Profile (Existence) for 10 years - 5 marks for 11 to 15 years - 8 marks for 16 to 20 years - 10 marks for more than 20 years - 15 marks	15
2.	Presentation Bidders will be invited to make a presentation on Firm's Profile, Legal Experience, Approach and Methodology used for dealing with the cases, Case Management and Reporting Mechanism, Team Composition, Experience of handling cases relevant to Central/ State Government institutions, PSUs, autonomous bodies & educational institutions, Experience of handling alternate dispute resolution mechanism, Understanding of IIT's Legal Requirements, Unique Capabilities, Proposed Plan of Action with respect to handling of Legal Matters including the Deployment of Resources and timelines for closure of cases. Bidders shall have to address any queries raised by the assessment committee. Marks shall be awarded based on the firm's expertise, preparedness, clarity, relevance and depth of understanding as demonstrated during the presentation.	25
3.	Visit 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 legal personnel of the firm and obtain feedback from the firm's existing clients.	10
4.	Domain Expertise Bidders have to submit details of at least 5 Landmark cases per domain, for not less than two domains of law as specified above, to qualify and details to be provided as per the template given at point 8a. The bidder will get 1 mark for each case submission. However, the maximum marks will be restricted to 20.	20
5.	Personnel's Expertise The firm must have a panel of at least 10 Senior legal professionals and 5 Junior legal professionals on board, to qualify (15 marks). Moreover, the firms should submit details of 15 best professionals (10 senior and 5 junior) of the firm. Remaining 15 marks will be awarded based on the professional experience, involvement in significant cases, government advisory, policy input, publications, recognition, or specialization of the above professionals.	30
	Total	100

ii. For Lawyers/ Legal Counsels:

Sr. no.	Criteria	Maximum Score
1.	<p>Lawyer's Profile (Existence) for 5 years - 5 marks for 6 to 10 years - 8 marks for more than 10 years - 10 marks</p> <p>It is mandatory for lawyers applying for empanelment to have an independent practice and no association with any legal firm.</p>	10
2.	<p>Presentation</p> <p>Bidders will be invited to make a presentation on their Profile, Legal Experience, landmark cases fought, Approach and Methodology for dealing with the cases, Case Management and Reporting Mechanism, Experience of handling cases relevant to Central/ State Government institutions, PSUs, autonomous bodies & educational institutions, Experience of handling alternate dispute resolution mechanism, Understanding of IIT's Legal Requirements, Unique Capabilities, Proposed Plan of Action with respect to handling of Legal Matters and timeline for closure of cases. Bidders shall have to address any queries raised by the committee.</p> <p>Marks shall be awarded based on the lawyer's expertise, preparedness, clarity, relevance and depth of understanding as demonstrated during the presentation.</p>	40
3.	<p>Visit</p> <p>The Committee may conduct a visit to the office of the lawyer or obtain feedback from the existing clients as part of the evaluation process.</p>	20
4	<p>Domain Expertise</p> <p>Bidders have to submit details of at least 2 Landmark cases per domain, for not less than two domains of law, as mentioned above, to qualify and details to be provided as per the template given at point 8a.</p> <p>4 cases - 10 marks 5 to 10 cases - 15 marks 11 to 15 cases - 20 marks 16 to 20 cases - 25 marks More than 20 cases - 30 marks</p>	30
	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:

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:

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 BIDDERS, 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:

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 system, 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:

- i) For delayed / late bids submitted/ sent by post/ courier etc.
- ii) For submission/ delivery of bids at the wrong places other than that mentioned in the tender.
- iii) 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:

A. During the evaluation of bids, the following definitions apply:

- i) "Deviation" is a departure from the requirements specified in the Bidding Documents;
- ii) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents;

And

- iii) "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 on the following basis:
 - i) 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

price, in which case the line item total as quoted shall govern and the unit price shall be corrected.

- ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.
- iv) Bidders shall be requested to accept the correction of arithmetical errors. Failure to accept the correction in accordance with the same shall result in the rejection of the Bid.

12) SELECTION PROCEDURE:

A. For Firms:

1. **It is mandatory for Legal Firms participating in the tender to quote for all the modes of engagement, failing which their bids will not be considered for evaluation or rejected.**
2. The firms have to achieve a technical score of 70 or above for technical qualification. A maximum of five technically qualified firms in the descending order of their technical score starting from the highest scoring bidder, shall be empaneled and the commercial bids of these five bidders shall only be opened.
3. The bidder with the highest QCBS score with 70% weightage to technical parameters and 30% weightage to commercial bid in each mode i.e., Secondment, Retainership & Litigation will be awarded the contract for the respective mode(s).
4. Commercial evaluations will be conducted independently for each of the three distinct modes of engagement for legal services as specified below:

a. Secondment Mode:

The bidder with the highest QCBS score for this category as per the calculation enumerated below will be awarded the contract for the Secondment Mode.

Calculation of the QCBS score for Secondment Mode would be: $(70 \times TS/HTS) + (30 \times LCB/CB)$

HTS - Highest technical score achieved in Technical evaluation among all the bidders

TS - Individual Technical Score

CB - Individual price quoted in Commercial Bid for Secondment mode (Section 6 – Part A)

LCB - Lowest quoted price in Commercial Bid for secondment mode among the 5 bidders earning the top 5 score in the technical evaluation

The Legal Firm securing the highest cumulative QCBS score for the Secondment Mode is required to deploy a Legal Professional with a minimum of 10 years of experience to the Legal & RTI Unit of IIT Bombay. The deployed professional shall be present at the office during the Institute's working hours on all working days to provide necessary assistance in handling legal and RTI matters, as outlined in the scope of work.

b. Retainership Mode:

The bidder with the highest QCBS score for this category as per the calculation enumerated below will be awarded the contract for the Retainership Mode.

Calculation of the QCBS score for Retainership Mode would be: $(70 \times \text{TS}/\text{HTS}) + (30 \times \text{LCB}/\text{CB})$

HTS - Highest technical score achieved in Technical evaluation among all the bidders

TS - Individual Technical Score

CB - Individual price quoted in Commercial Bid for Retainership mode (Section 6 – Part B)

LCB - Lowest quoted price in Commercial Bid for retainership mode among the 5 bidders earning the top 5 score in the technical evaluation

- i) The Law Firm shall assign a Legal Professional with a minimum of 10 years of experience as the Single Point of Contact (SPOC) for communication with the Institution. In the event of any change in the SPOC, the Institution shall be notified at least 15 days prior to such change.
- ii) The retainership engagement shall be limited to 20 hours per month, covering the areas of law outlined in the Section-1 of this RFP. It is clarified that these areas are indicative and not exhaustive. The rates quoted for retainership shall be on blended rates basis with a provision to cover the services rendered by junior/senior associate or partner of the firm. In the event that the total hours in a given month exceed 20 hours, the selected Law Firm shall be compensated for the additional hours at the applicable hourly rate, calculated as the rate quoted for Retainership in Section 6 – Part B divided by 20. If the Institution utilizes fewer than 20 hours in a month, the unutilized hours shall be carried forward and shall be available for utilization in the subsequent months of the contract period.

c. Litigation Mode:

The bidder with the highest QCBS score for this category as per the calculation enumerated below will be awarded the contract for the Litigation Mode.

Calculation of the QCBS score for Litigation Mode would be: $(70 \times \text{TS}/\text{HTS}) + (30 \times \text{LCB}/\text{CB})$

HTS - Highest technical score achieved in Technical evaluation among all the bidders

TS - Individual Technical Score

CB - Sum of all charges quoted in Commercial Bid for Litigation mode (Section 6 – Part C – 1,2,3) by the bidder

LCB - Lowest sum of all charges quoted in Commercial Bid for Litigation mode among the 5 bidders earning the top 5 score in the technical evaluation

The Legal Firms shall represent IIT Bombay before the appropriate Courts of Law, tribunals, quasi-judicial bodies, or any other competent legal authority, as and when required. This includes, but is not limited to, drafting and filing petitions, replies, affidavits, and other legal documents; attending hearings; providing legal opinions; and advising on litigation strategy. The legal firm shall ensure timely updates on the status of cases and coordinate closely with the Institute's Legal & RTI Unit. All representations shall be made with due diligence and in the best interest of the Institution.

5. IIT Bombay reserves the right to increase or decrease the number of bidders to be empaneled at its discretion.

B. For Lawyers:

The five bidders with highest technical scores will be empaneled. Assignment of cases to the empaneled lawyers shall be at the sole **discretion of IIT Bombay**. IIT Bombay reserves the right to **increase or decrease the number of bidders** to be empaneled.

Legal counsels/ lawyers are required to submit quotes only for Sections 6 – Part C of the commercial bid. IIT Bombay reserves the right to negotiate the financial terms with the selected legal counsels at the time of case assignment.

13) COMMERCIAL BID:

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

14) CORRUPT & FRAUDULENT PRACTICES:

- a) IIT Bombay requires that bidders, suppliers, vendors, and consultants observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy,

The terms set forth below are defined as follows:

- i) "Corrupt practice "means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence the action of a public official in the procurement process or in contract execution;
- ii)"Fraudulent practice "means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- iii) "Collusive practice "means a scheme of arrangement between two or more bidders, designed to establish bid prices at artificial, non-competitive levels; and
- iv) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v) IIT Bombay will reject a proposal for an award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

15) TRANSFER AND SUBLETTING:

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 his 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 Legal Counsels engaged with IIT Bombay should be bonafide employees/ partners of the successful Legal Firm and necessary documentary evidence for the same will be required to be submitted
- 2) As and when required, IIT Bombay may direct the selected firm to deploy subject experts/ lawyers for Court cases/ hearings or for providing legal opinions, other than those counsels already deployed to IIT Bombay.
- 3) To draft and file Applications, Forms, Writ Petitions, Complaints, Special Leave Petitions, Appeals, Submissions, Counter Affidavits, Supplementary Affidavits or Rejoinders, Show Cause Notices, Statutory Notices for the Institute and appear/ represent before the Supreme Court, High Courts, District Courts, City Courts, Criminal Courts, Labour Courts and any other Courts/ Tribunals/ Forums/ Commissions/ Tribunals, on behalf of the Institute, and provide legal opinions/ consultations thereto.
- 4) Rendering legal services as and when referred, pertaining to Service Matters of Employees, Provident Fund, Industrial Disputes, Gratuity, Promotion, Sexual Harassment, Reservation, Estate (Land & eviction matters), Arbitration matters, RTI matters at CIC, Employees retirement benefits and Disciplinary proceedings, Civil, Criminal matters, Matters related to Student Admission, Attendance etc., besides other litigation matters.
- 5) To represent IIT Bombay before any Court of Law or Tribunal or Statutory Body or Quasi-judicial authority or Arbitrators /Arbitral Tribunals under the relevant Act(s) and any other proceedings, as and when referred by the Institute Authority.
- 6) Drafting and Vetting of Contracts, MoUs, Agreements, Complaints, Tender documents, RTI queries, grievances, legal notices etc.
- 7) The successful bidder/ legal firm will keep the Legal & RTI Unit of the Institute informed of all the developments in cases from time to time, particularly with regard to settling of drafts, filing of papers, dates of hearing of cases, supplying copies of judgments, etc.
- 8) Legislative drafting of Policies/ Rules/ Guidelines/ Advisories.
- 9) Interpretation and analysis of International and Indian laws, rules, guidelines, etc., and submission of reports/recommendations thereto.
- 10) Any legal matter incidental to the above broad functions.

SECTION 5: GENERAL TERMS AND CONDITIONS OF CONTRACT

1) AWARD OF CONTRACT AND EMPANELEMENT OF LEGAL COUNSEL/FIRMS:

- a) **For Legal Firms:** A maximum of five firms, earning the top five scores, achieving a minimum score of 70 marks or above in the Technical Evaluation, shall be empaneled and the commercial bids of these five bidders shall only be opened. The bidder with the highest QCBS score (70% weightage to technical parameters, as outlined in Section 2, and 30% weightage to commercial price) in each mode i.e., Secondment, Retainership & Litigation will be awarded the contract for the respective mode(s) for a period of three years with annual increment of 10% in schedule of charges. The contract is further extendable for an additional period of two years subject to satisfactory performance review by the committee.
- b) **For Lawyers:** The five bidders with highest technical scores, in order merit, will be empaneled. Assignment of cases to the empaneled lawyers will be at the sole **discretion of IIT Bombay**. IIT Bombay reserves the right to **increase or decrease the number of bidders** to be empaneled.
- c) The successful bidders with the highest cumulative QCBS scores for each category 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 fail to furnish the performance Bank Guarantee 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.
- d) The qualified bidder will abide by all the Terms & Conditions of the Tender Document.
- e) The successful Legal Firm with the highest cumulative QCBS score for the Secondment Mode will be required to deploy a Legal Professional with a minimum of 10 years of experience to IIT Bombay. This Legal Professional shall be present at the Legal & RTI Unit during the Institute's working hours on all working days to provide necessary assistance in handling legal matters as outlined in the scope of work. The successful bidder shall submit a pool of prospective Legal Counsels for deployment. A committee appointed by the Competent Authority will review the profiles and conduct interviews to select the desired candidate from this pool for secondment.
- f) The services of the successful legal firm/legal counsel will be reviewed by the committee during the contract period. IIT Bombay reserves the right to cancel the contract or amend the contract period based on performance review, if necessary.
- g) IIT Bombay reserves the right to terminate the empanelment of a Law Firm with one month's notice in writing.

2) TERMS OF PAYMENT:

- a) No advance bill payment will be made under any circumstances.
- b) For Secondment Mode of Engagement, payment shall be made based on monthly services rendered. Appropriate deductions towards shortage in manpower deployment and incomplete work, if any, will be made from the monthly bill.
- c) For Litigation Mode and Retainership Mode of engagement, payment shall be made upon submission of appropriate supporting documents and invoices by the Legal Firm, subject to verification by the Institution.

3) PERFORMANCE BANK GUARANTEE:

- a) Performance Bank Guarantee is mandatory. The Performance Bank Guarantee should be established in favour of "The Registrar, IIT Bombay". Performance Bank Guarantee is to be established through any of the Nationalized/ Scheduled Commercial Banks (whether situated at Mumbai or outstation) with a clause

to enforce the same on their local branch of Mumbai.

- b) The law firms awarded the contract and the empanelled lawyers shall submit a performance guarantee, as prescribed above, to the Deputy Registrar, Materials Management Division, IIT Bombay, within 15 days of receiving the contract award or empanelment. The guarantee shall be in the form of a bank guarantee, as per the format provided in Section 8, for an amount of ₹3,00,000/- and ₹1,00,000/- respectively.
- c) Performance Bank Guarantee 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 IIT Bombay, under the terms & conditions of acceptance to the tender.
- d) The successful tenderer is entirely responsible for the due performance of the contract in letter and spirit and all other documents referred to in the acceptance of tenders.
- e) The Performance Bank Guarantee should be valid for a period of 2 (two) months beyond the date of expiry of the empanelment tenure.
- f) If the successful bidder fails to submit the Performance Bank Guarantee (PBG) then the contract will be cancelled.
- g) No interest shall be payable by the buyer to the Bidder on PBG.

4) PENALTY:

In the event of breach of any of the terms & conditions of the contract or Legal Firms / Legal Counsel neglects, delays or fails to perform the contract, IIT Bombay shall levy and recover the penalty subject to maximum of 10% of total monthly bill and IIT Bombay also reserves rights to forfeit the Security Deposit.

5) FORCE MAJEURE:

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:

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) 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's case to the opposite parties or their advocates 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 case;
- 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.
- l) If the firm is not able to provide the services within the time frame.

8) FURNISHING FRAUDULENT INFORMATION/ DOCUMENT

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

9) NON- DISCLOSURE AGREEMENT:

The empaneled law firm(s) must submit a non-disclosure agreement as per the template given at Annexure-4.

SECTION 6: COMMERCIAL BID

Tender No. MMD/LEGAL/SC/2025-26

Due date: 24th September, 2025

A. Secondment Charges

Sr. No.	Particulars	Charges (Rs/-) (per month) inclusive of taxes
1.	Deployment of one Legal Professional with a minimum of 10 years of experience to the Institute on all working days to provide necessary assistance in handling legal matters as envisaged in the scope of work without any quantity limitation or number of assignments.	

B. Retainership Charges

Sr. No.	Particulars	Charges (Rs/-) (per month) inclusive of taxes
1.	Retainership cost	

C. Litigation in Courts of Law

1. Supreme Court Charges

Sr. No.	Particulars	Charges per instance (Rs/-) inclusive of all taxes
1.	Drafting of Petition or Counter Affidavit	
2.	Supplementary Affidavit or Rejoinder	
3.	a) For all Effective* hearings/pleadings b) For Non – effective** hearing	

2. High Court Charges

Sr. No.	Particulars	Charges per instance (Rs/-) inclusive of all taxes
1.	Drafting of Petition or Counter Affidavit	

2.	Supplementary Affidavit or Rejoinder	
3.	a) For all Effective* hearings/pleadings b) For Non – effective** hearing	

3. District Court / Labour Courts / Consumer Forum / Tribunals or Any Other Court

Sr. No.	Particulars	Charges per instance (Rs/-) inclusive of taxes
1.	Drafting of Petition / Written statement/ Counter Affidavit	
2.	Drafting of Supplementary Affidavit / Rejoinder / Miscellaneous Application	
3.	a) For all Effective* hearings/pleadings b) For Non – effective** hearing	

***“Effective hearing” shall mean a hearing in which either one or both parties involved in case are heard by the Court i.e. arguments/submissions are advanced by the Advocate of any of the parties, examination – in – chief, cross examination is conducted, issues/charges has been framed and other proceedings took place recording appearance of Advocates.*

***“Non – effective hearing” shall mean a hearing where Advocate on record appeared in matter, case is mentioned/called out and it is adjourned with oral direction.*

Note: It is mandatory for Legal Firms participating in the tender to quote for all the modes of engagement, failing which their bids will not be considered for evaluation or rejected.

Authorized Signatory

Name:

Designation:

Contact No.:

Company Seal

Place:

Date:

SECTION 7 – ANNEXURES

ANNEXURE 1 – BIDDER'S INFORMATION (To be submitted on Service Provider/ Company's Letterhead)

1.	Name of the Organization/ Legal Counsel	
2.	Registration Number	
3.	Registered Address with Pin code	
4.	Name of the Director/ Partner(s)	
5.	Year of Establishment/ Date of registration with Bar Council of India in case of legal counsels	
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	

Date:

Place:

Authorized Signatory

Name:

Designation:

Contact No.:

Company Seal

ANNEXURE 2 - DECLARATION FOR ACCEPTANCE OF TENDER TERMS AND CONDITIONS

(On Company / firm's Letterhead)

Date:

To,
Dy. Registrar (MM)
Materials Management Division
Gr. Floor, Main Building,
I.I.T. Bombay,
Powai, Mumbai
400 076.

Sir,

Ref: Tender No MMD/LEGAL/SC/2025-26 dated 4th September, 2025 for "Tender for **EMPANELMENT OF LAW FIRMS / LEGAL COUNSEL AT IIT BOMBAY.**"

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. I/We have submitted quotes for all the three modes of engagement for legal services.
3. I/We have not represented against IIT Bombay in any ongoing case before any court of law.
4. My/Our firm has not been blacklisted by any Central/State Government Department or Organisation.
5. I am /We are the authorized signatory(ies) of my/our firm and, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the bidder)

Printed Name

Designation

Seal

Date:

Business Address:

ANNEXURE 3 – UNDERTAKING/BID SECURITY DECLARATION

(On Company/firm's Letterhead)

Date:

To,
Dy. Registrar (MM)
Materials Management Division
Gr. Floor, Main Building,
I.I.T. Bombay,
Powai, Mumbai
400 076.

Sir,

Ref: Tender No MMD/LEGAL/SC/2025-26 dated 4th September, 2025 for “Tender for **EMPANELMENT OF LAW FIRMS / LEGAL COUNSEL AT IIT BOMBAY.**”

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 a Performance guarantee within the stipulated period, and honor the contract after the award of the contract.
- 3) In the event of any modification to our bid or failure on our part to honor the contract after the final award or failure to submit a performance guarantee, our firm may be debarred from participation in any tender/contract notified by the Indian Institute of Technology Bombay for two years.

Yours faithfully,

(Signature of the bidder)

Printed Name

Designation

Seal

Date:

Business Address:

ANNEXURE 4 – NON-DISCLOSURE AGREEMENT

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

Indian Institute of Technology Bombay (IITB)
IIT Powai, Mumbai – 400 076.
("Disclosing Party")

and

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

- 1) The Disclosing Party intends to disclose certain confidential and proprietary information (the "Confidential Information") to the Receiving Party for the purpose of providing legal advice, representation, or consultation.
- 2) For purposes of this Agreement, "Confidential Information" includes all written, electronic, or oral information disclosed by the Disclosing Party, including but not limited to academic data, research findings, financial information, client details, legal strategies, and any other sensitive information related to IITB's operations or projects.
- 3) The Receiving Party agrees to:
 - a) Maintain the confidentiality of the Confidential Information.
 - b) Not disclose the Confidential Information to any third parties without the prior written consent of the Disclosing Party.
 - c) Use the Confidential Information solely for the purpose stated in this Agreement.
 - d) Take reasonable steps to protect the Confidential Information from unauthorized access or disclosure.
- 4) Confidential Information, however, shall not include any information which the receiving Party can show:
 - a) Is in or comes into the public domain otherwise than through a breach of this Agreement or the fault of the receiving party; or
 - b) Was already in its possession free of any such restriction prior to receipt from the Disclosing Party; or
 - c) Was independently developed by the receiving party without making use of confidential information; or
 - d) Has been approved for release or use (in either case without restriction) by written authorization of the disclosing party.
- 5) This Agreement shall commence on the date first written above and shall continue for a period of five years or until terminated by either party with written notice.
- 6) Upon termination of this Agreement, the Receiving Party shall return or destroy all materials containing Confidential Information.
- 7) Nothing in this Agreement grants the Receiving Party any rights in or to the Confidential Information, except as expressly set forth herein.
- 8) This Agreement shall be governed by and construed in accordance with the laws of India.
- 9) This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements and understandings. This Agreement may not be amended except in writing signed by both parties.

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

Indian Institute of Technology Bombay
Signature:
Name:
Designation:
Date:

Law Firm Name
Signature:
Name:
Designation:
Date

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 Nationalized / Scheduled 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].

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

LETTER OF GUARANTEE

Whereas Indian Institute of Technology Bombay (Buyer) has invited Tenders vide Tender/Contract No..... Dt. for providing Legal Services AND Whereas the said tender document requires that any eligible successful tenderer (service provider) intending to offer Legal Services in response thereto shall establish an irrevocable Performance Bank Guarantee in favour of “**The Registrar, Indian Institute of Technology Bombay**” in the form of Bank Guarantee for Rs _____/- (Rupees _____ Only) and valid till **three years or till fulfilment of all the contractual obligations with an additional claim period of 60 days** from the date of agreement. Performance Bank Guarantee may be submitted within 15 (Fifteen) days from the date of award of Contract.

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 / Contract order / performance for providing Legal Services, this Bank shall pay to Indian Institute of Technology Bombay on demand and without protest or demur Rs _____/- (Rupees _____ Only).

This Bank further agrees that the decision of the 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 / Contract 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:

- 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 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:

1. 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 1: Bidder's Information
- iii. Annexure 2: Declaration for Acceptance of Tender Terms and Conditions
- iv. Annexure 3: Undertaking/Bid Security Declaration

2. 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 Tender 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 **Tender No. & Due date.**