



**AGRINNOVATE INDIA LIMITED (AgIn) –**

**A Government of India Enterprise**

G-2, A Block, NASC Complex, DPS Marg, New Delhi- 110012

Ph. 011-25842122, 011-25842124 (Telefax), [www.agrinnovateindia.com](http://www.agrinnovateindia.com)

**F.No. XI-10/2024/AgIn**

**Date: 5<sup>th</sup> September, 2024**

**Subject:- Open Tender enquiry from Patent/ Technology consulting law firms involved in IP protection, enforcement & commercialization for the legal services at Agrinnovate India Limited.**

Agrinnovate India Limited invites online bids from interested Patent/ technology consulting law firms involved in IP protection, enforcement & commercialization for the legal services at Agrinnovate India Limited. The terms and conditions for the same are given in the tender document. Accordingly, interested parties are requested to quote their rates with other relevant documents as prescribed format mentioned at **Annexure-III**.

Agrinnovate India Limited (AgIn) is a company registered under the Companies Act, 1956 owned by Department of Agricultural Research & Education (DARE), Ministry of Agriculture & Farmers Welfare, Government of India. (refer website [www.agrinnovateindia.com](http://www.agrinnovateindia.com)). The details of the Scope of work, Schedule of requirements and terms & conditions of the contract are given in the enclosed annexures.

2. Details of the tender are given below:

**CRITICAL DATA SHEET (SECTION)**

TENDER NUMBER	<b>II-3/2017/AgIn</b>
TENDER COST	<b>NIL</b>
DESCRIPTION OF WORK	Agrinnovate India Limited invites online bids from interested Patent/ technology consulting law firms involved in IP protection, enforcement & commercialization for the legal services at Agrinnovate India Limited as per terms and conditions detailed in the tender document.
TYPE OF TENDER	Open e-tender system
BID SUBMISSION START DATE AND TIME	05.09.2024 10.00 AM onward
PRE-BID MEETING	12.09.2024 at 11:00 AM at Office of Agrinnovate India Limited
BID SUBMISSION END	26.09.2024 upto 10.00 AM

DATE AND TIME	
DATE AND TIME OF OPENING OF TENDER	27.09.2024 at 10:00 AM
BID VALIDITY	90 days from the date of Bid opening
EMD	NIL
EMD VALIDITY	Not Applicable
SECURITY DEPOSIT (SD)/PERFORMANCE BOND (PB)	Rs. 50,000/- (Rupees fifty thousand only) in form of DD/ Bank guarantee /FDR in favour of Agrinnovate India Limited
VALIDITY OF SD/PB	60 days after the expiry of the contract
SUBMISSION OF QUOTATION	Online bid uploaded on CPP Portal ( <a href="http://www.eprocure.gov.in/eprocure/app">www.eprocure.gov.in/eprocure/app</a> ) from 05.09.2024 to 26.09.2024 upto 10:00 AM. In case, bids are submitted in hard copy, the tender shall be rejected summarily.
Details of tender	Tender Document is also available on Agrinnovate website <a href="http://www.agrinnovateindia.com">www.agrinnovateindia.com</a>

3. Scope of the proposed work, terms of reference, terms and conditions, qualifying bid document of the contract will be as per the following details:

3.1	Scope of work, Terms of Reference, Terms and conditions of contract	ANNEXURE-I
3.2	Checklist for Technical Bid	ANNEXURE-II
3.3	Financial Bid	ANNEXURE-III
3.4	Certificate to be given as part of Technical Bid	ANNEXURE-IV
3.5	Instructions for Online Bid Submission	ANNEXURE-V

4. The entire tender document including all Annexures are available on [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app) and Agrinnovate's website. Special instructions to the Contractors/Bidders for the e-submission of the bids online through this e-Procurement Portal can be downloaded from CPP Portal ([www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app)).



**(Swati Bisht)**  
**Senior Executive (Admn.)**  
**Agrinnovate India Limited**



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**F.No. XI-10/2024/AgIn**

**Date: 5<sup>th</sup> September, 2024**

**TENDER NOTICE**

Agrinnovate India Limited (AgIn), a Company registered under the Companies Act, 1956 owned by Department of Agricultural Research & Education (DARE), Ministry of Agriculture & Farmers Welfare, Government of India invites online open tender through e-tendering from interested Patent/ technology consulting law firms involved in IP protection, enforcement & commercialization for the legal services at Agrinnovate India Limited.

Eligible firms may submit tenders/bids online on CPP Portal ([www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app)) from 05.09.2024 to 26.09.2024 upto 10.00 AM. Details can be obtained from [www.agrinnovateindia.com](http://www.agrinnovateindia.com). In case, bids are submitted in hard copy, the tender shall be rejected summarily.

**(Swati Bisht)**  
**Senior Executive (Admn.)**  
**Agrinnovate India Limited**

**GENERAL TERMS AND CONDITIONS OF CONTRACT AND TERMS OF SERVICE**

**Performance Guarantee:**

1. The successful Tenderer shall be required to furnish a performance security of Rs. 50,000 (Rupees fifty thousand only) as security deposit in favour of Agrinnovate India Limited within fifteen days after receipt of Award Letter in the form of a Demand draft/ Bank guarantee/FDR from a nationalized / scheduled bank in favour of “Agrinnovate India Limited” payable at New Delhi. No interest will be payable on the performance security.
2. The performance guarantee in the form of a bank guarantee shall be discharged / returned on expiry and successful completion of the contract, within a period of 60 days. In case of non-execution of the contract/poor services, in part or in full, the performance security shall be forfeited, after giving due notice to the Contractor in respect of the defective / improper performance / execution or breach of any of the terms of the contract etc.
3. Any sum of money due or payable to the firm, including the performance security refundable to him under the contract, may be apportioned by Agrinnovate, against any amount of loss caused / penalty imposed on the firm, which the Contractor may owe to Agrinnovate under this contract or any other contract or transaction.
4. If tenderer does not accept the offer, after issue of letter of award by Agrinnovate India Limited within 7 days, the offer made shall be deemed withdrawn.

**Qualifying criteria for bidders:**

1. The tendering firm should be registered patent/ technology consulting firm involved in IP Protection, enforcement & commercialization duly registered with the relevant licensing authorities of the Government of India, as mandated under law. Self attested copies of requisite documents/ certificates/ license issued from the appropriate authorities should be uploaded along with the tender to substantiate the claim.
2. The tendering firm must be of good standing and must have a minimum 03 years operational experience in providing patent/ technology services and sufficient knowledge of business & market oriented research and development strategies. Firm should have service experience in Government/ Semi-Government departments, higher education Institutes, autonomous bodies, Public Sector Undertakings etc.
3. The firm should possess professional expertise, requisite infrastructure and in-house capability in handling all forms of intellectual property matters viz, patents, technology commercialization, IPR transfers, industrial designs, trademarks,

copyrights, plant varieties and geographical indications pertaining to various disciplines in India and abroad.

4. The firm should not have been blacklisted by any Central/ State Government/ Public Sector Undertaking/ Universities/ Higher education Institutions. The firm must give an undertaking to that effect on letter head of the firm, duly signed and stamped.
5. The firm should not be involved in any major litigation that may have an impact of affecting or compromising that delivery of services. The firm must give an undertaking to that effect on letter head of the firm, duly signed and stamped.

### **Scope of work:**

1. Legal vetting of the MOU/ agreement (TLA/ MTA)/ deed & other similar legal documents to be executed for collaboration/ licensing of various ICAR/ NARS technologies. The firm should submit the vetted document/ their comments within 7 (seven) working days of receipt of email from the authorized representative of Agrinnovate India Ltd office.
2. To guide and support initiating the legal proceedings against the firms for violation of the clauses of the technology license agreement executed for licensing of various ICAR technologies, if any by the licensee or taking up legal cases against the clients in consultation with AgIn for any other issue including issuing the legal notice to the clients which includes:
  - Drafting legal notice/ reply to legal notice regarding violation of terms and conditions of MOU and TLA/ MTA executed for licensing of technologies.
  - Written legal opinion in the matters for violation of terms and conditions of MOU and TLA/ MTA executed for licensing of technologies.
  - Drafting of SLP/ Writ petition/ LPA/ WS/ Revision/ Review Petition/ Plaint/ Original suit/ counter affidavit/ appeal/ reply etc/ reply to O.A./ reply to review regarding violation of terms and conditions of MOU and TLA/ MTA executed for licensing of technologies.
  - Drafting Misc. Application/ Interlocutory application/ replies thereto/ Interim Application and its replies/ affidavits regarding violation of terms and conditions of MOU and TLA/ MTA executed for licensing of technologies.
  - Attending hearing in court for legal matters regarding violation of terms and conditions of MOU and TLA/ MTA executed for licensing of technologies (Local/ Outstation).

- Attending hearing in court for other legal matter, on behalf of AgIn, whenever required, to protect the interest of AgIn and providing full support to AgIn in preparing and submitting documents, if any (Local/ Outstation).
3. Other legal support, as and when required, during the process of technology transfer including suggestions on IPR protection etc.

### **Terms and conditions:**

1. The Firm should quote item wise rate for each services excluding Goods Service Tax (GST) for appointment of their firm as Patent/ technology consulting law firm for the Company in Annexure-I. The rates quoted for each service should be inclusive of all applicable taxes / duties (except GST).
2. Technical and Financial bids complete in all respects, as per annexed proforma, must be uploaded at the foresaid portal, as per stipulated dates and times mentioned in the table.
3. Financial bids of only those eligible agencies shall be considered, whose technical bids are complete in all respects and qualify the technical criteria as per tender document.
4. The tenders uploaded/ received after due date, time and place mentioned above shall not be entertained under any circumstances.
5. Any penalty/ fines/ compensation due from the tenderer will be deductible from the Security deposit. The security deposit subject to deductions, if any, will be refunded two months after termination or expiry of the contract/ agreement or after returning of all documents and records pertaining to patents of the Company, whichever is later. However, the Security Deposit of the successful tenderer shall be forfeited in case he/she fails to execute the contract after the award of contract.
6. If even after the award of contract, information/ facts submitted by the tenderer are found misleading/ incorrect/ false etc. AgIn reserves the right to cancel the contract.
7. The successful tenderer shall have to execute an agreement on non-judicial stamp paper of Rs.100/- within a week of the receipt of award/ contract letter which shall be the guiding document for operation of IPR services contract.
8. The successful tenderer who may be awarded the contract subject to fulfilment of all other formalities should be able to provide the requisite services within a period of 10 days or as mentioned in the award letter from the date of award of contract, failing which the contract may be awarded to the next lowest/ suitable tenderer.

9. The rates approved under the contract/ agreement shall be valid till the period of contract.
10. In case of any incomplete document/ information submitted by the tenderer, his tender may be rejected without assigning any reason thereof.
11. The tenderer shall not assign, sub-contract or sublet the whole or any part of the contract if so allotted to him.
12. The tenderer shall abide by all laws of the land and all other obligations that enjoin in such cases & are not essentially enumerated & defined herein. Any such onus shall be the exclusive responsibility of the tenderer and it shall not involve AgIn in any way whatsoever.
13. The Company reserves the right to accept/ reject, at any stage of the process, any or all tenders submitted in response to this invitation for Tender, and / or to modify the process at any time without assigning any reason whatsoever.
14. The Company reserves the right to shortlist the tenderers as per the requirement of the Company and to allot IP services contract to the tenderer, if it deems eligible and qualified based on the responses received, and the decision of the Company in this regard shall be final.
15. The quotation should contain address, telephone number and E-mail address, other relevant details with relevant supporting documents (as mentioned in Annexure-I) duly signed by authorized signatory.
16. Copy of GST/ PAN/TAN No. etc. (as required) of the agency should be attached with quotation.
17. The bidders may visit the Company office to examine the scope of work involved during office hours on working days, if so desired.
18. The tenders shall remain valid for 90 days from the date of opening of quotation(s).
19. The sealed bid should be submitted at Company office with duly signed and stamped documents as mentioned in the Annexure-II. Any bids submitted in open at Company Office will be summarily rejected.

### **Extension and Termination of Contract:**

1. The contract will be initially valid for a period of one year from the date of award of the contract. The period of contract is extendable by another one year subject to rendering of satisfactory services by the firm & mutual consent of both the parties on the same terms & conditions. However, it shall be with the consent / written request by the law firm in this regard.

2. If, in the opinion of the Company, there is any defect or deficiency in the service or performance of Contract Agreement, the Company may terminate the contract or impose fine on the tenderer on each such occasion. Such fines will be deductible from the payment due to the firm or security deposit as the case may be. In this connection, the decision of the Company shall be final and binding on the firm.
3. In case of any default or deficiencies of services provided by the tenderer, the alternate arrangement will be made by the Company at the risk & cost of the tenderer.

### **Payment Terms:**

1. The rates should be quoted for each service (exclusive of taxes) separately (indicating statutory fees paid, if any and the professional charges of the firm, wherever required). Payment will be made on monthly basis subject to rendering of satisfactory services. The approved firm shall submit the bill at the end of each month (mentioning all the services given in that particular month).
2. Company will pay GST/ taxes as per Government of India norms applicable from time to time.
3. No advance payment will be made by the Company.
4. Income Tax/TDS as per rule shall be deducted from the bill.

### **Settlement of Disputes:**

1. Chief Executive Officer (CEO), Agrinnovate India Limited reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Company, for any justifiable reasons, not mandatory to be communicated to the tenderer.
2. If there arises any dispute relating to contract/ agreement, the same shall be referred to Arbitration by the Chief Executive Officer of the Company, whose decision shall be final and binding on both the parties i.e. Company and the firm. The Arbitration proceedings shall be conducted in accordance with the Arbitration & Conciliation Act as amended from time to time.
3. In case of any dispute, the jurisdiction shall be Delhi Court.

### **Fee Schedule:**

1. The charges would be paid strictly as per the rates quoted by the firm in the financial bid (Annexure-III).



2. Agrinnovate India Limited would pay “out of pocket expenses” only in the cases of hearing which will include expenditure incurred by the advocate on account of photostat/ court fee/ stamps/ attestation charges/ spiral binding/ paper books/ courier/ fax/ postal charges/ vakalatnama/ certified cope etc. Actual expenses shall be paid on the written certification of the advocate concerned, subject to scrutiny by Agrinnovate office.

**Pre-Bid meeting:**

1. A pre-bid meeting will be held at the Agrinnovate office on 12.09.2024 at 11:00 AM at the Agrinnovate office. All the interested parties/ firms may visit the office for discussion/ clarification on the scope of work as given by Agrinnovate India Limited in the tender.

## **Evaluation of the Bids:**

### **Technical Evaluation Criteria:**

All bidders shall upload documentary proof duly signed and stamped, in support of meeting eligibility criteria. Financial bids of only those agencies shall be considered whose technical bids are complete in all respects and qualify the technical evaluation criteria as per tender document.

### **Financial Evaluation Criteria:**

1. The contract will be awarded to the bidder as per the following weightage criteria.

<b>Sl. No.</b>	<b>Scope of Work</b>	<b>Rates/ case</b>	<b>Weighing Criteria</b>
1.	Legal vetting of the MOU/ agreement (TLA/ MTA)/ deed & other similar legal documents to be executed for collaboration/ licensing of various ICAR technologies.		50%
2.	Drafting legal notice/ reply to legal notice regarding violation of terms and conditions of MOU and TLA/ MTA executed for licensing of technologies.		10%
3.	Written legal opinion in the matters for violation of terms and conditions of MOU and TLA/ MTA executed for licensing of technologies.		8%
4.	Drafting of SLP/ Writ petition/ LPA/ WS/ Revision/ Review Petition/ Plaint/ Original suit/ counter affidavit/ appeal/ reply etc/ reply to O.A./ reply to review regarding violation of terms and conditions of MOU and TLA/ MTA executed for licensing of technologies.		8%
5.	Drafting Misc. Application/ Interlocutory application/ replies thereto/ Interim Application and its replies/ affidavits regarding violation of terms and conditions of MOU and TLA/ MTA executed for licensing of technologies.		5%
6.	Attending hearing in court for legal matters regarding violation of terms and conditions of MOU and TLA/ MTA executed for licensing of technologies.	Local-	4%
		Outstation-	4%
7.	Attending hearing in court for other legal matter, on behalf of AgIn, whenever required, to protect the interest of AgIn and providing full support to AgIn in preparing and submitting documents, if any.	Local-	3%
		Outstation-	3%
8.	Document preparation/ clerkage charges		5%

## For Example:

Sl. No.	Scope of Work	Rates/ case	Weighing Criteria	Sample Rates Quoted	Calculated weighted rate
1.	Legal vetting of the MOU/ agreement (TLA/ MTA)/ deed & other similar legal documents to be executed for collaboration/ licensing of various ICAR technologies.		50%	100	50
2.	Drafting legal notice/ reply to legal notice regarding violation of terms and conditions of MOU and TLA/ MTA executed for licensing of technologies.		10%	100	10
3.	Written legal opinion in the matters for violation of terms and conditions of MOU and TLA/ MTA executed for licensing of technologies.		8%	100	8
4.	Drafting of SLP/ Writ petition/ LPA/ WS/ Revision/ Review Petition/ Plaint/ Original suit/ counter affidavit/ appeal/ reply etc/ reply to O.A./ reply to review regarding violation of terms and conditions of MOU and TLA/ MTA executed for licensing of technologies.		8%	100	8
5.	Drafting Misc. Application/ Interlocutory application/ replies thereto/ Interim Application and its replies/ affidavits regarding violation of terms and conditions of MOU and TLA/ MTA executed for licensing of technologies.		5%	100	5
6.	Attending hearing in court for legal matters regarding violation of terms and conditions of MOU and TLA/ MTA executed for licensing of technologies.	Local-	4%	100	4
		Outstation-	4%	100	4
7.	Attending hearing in court for other legal matter, on behalf of AgIn, whenever required, to protect the interest of AgIn and providing full support to AgIn in preparing and submitting documents, if any.	Local-	3%	100	3
		Outstation-	3%	100	3
8.	Document preparation/ clerkage charges		5%	100	5
<b>Average weighted rate</b>					<b>100</b>

2. Contract will be awarded to the bidder quoting lowest weighted average rates.
3. **Tie Breaker:** In case of tie in the financial evaluation score, then the preference would be given in the following order:
  - Experience in the agricultural sector.
  - Highest turnover in the last financial year i.e. 2023-24
4. Acceptance of the offer will be communicated by email/ fax/ letter or any other form of communication. Formal letter of acceptance and work order of the empanelment will be sent as soon as possible, but the earlier instructions in the email/ fax / letter should be acted upon immediately.
5. If tenderer does not accept the offer, after issue of letter of award by Agrinnovate India Limited within 10 days or as mentioned in the award letter, the offer made shall stand withdrawn.
6. The award process may be postponed/ cancelled Suo Motto without assigning any reason or giving any notice to the tenderers.
7. AgIn reserves the right to terminate the contract of a successful tenderer without assigning any reason thereof.
8. During the term of this engagement and for a period of one year following its termination, neither of us will solicit or hire or employ, whether as employee, consultant, retainer or in any other capacity, any person who has or had been employed, retained or hired by the other party at any time during a period of 12 months preceding the date on which such person is sought to be employed, retained or hired.

**NOTE :**

1. The Chief Executive Officer, Agrinnovate India Limited, G-2, “A” Block, NASC Complex, DPS Marg, New Delhi may at his/her discretion, extend this date by a fortnight and such extension shall be binding on all Firms.
2. If the date up to which the Quotations are open for acceptance is declared to be a holiday, the Quotation shall be deemed to remain open for acceptance till the next working day following the holiday.

For clarifications, if any please contact Administration Unit, Agrinnovate India Limited, G-2, “A” Block, NASC Complex, DPS Marg, New Delhi-110012 (Telephone No. 011-25842122/ 7290002830) on any working day between 1000 hrs. To 1700 hrs.

**CHECK-LIST FOR TECHNICAL BID****AGRINNOVATE INDIA LIMITED**

*(Scanned copy of the relevant documents to be uploaded at CPP Portal for each item mentioned below. All pages are to be serially numbered and the document is to be properly indexed and signed by the authorized representative of the firm/ agency. Bid shall be rejected and will not undergo technical evaluation, if found deficient as per the requirement of the tenders as detailed below).*

**Qualifying Bid Document**

<b>S.No.</b>	<b>Particulars</b>	<b>To be filled by Bidder Remarks</b>	<b>Page No.</b>
1.	Name, Address and Telephone Number of Tenderer		
2.	Minimum 03 years operational experience in providing patent & technology services and sufficient knowledge of business & market-oriented research & development strategies. Firm should have service experience in Govt./Semi Govt. departments, Higher Education Institutes, Autonomous bodies, Public Sector Undertakings etc. supported with document proof (copy of allotment/ contract with the clients). Experience in agricultural sector is preferrable.	From (date): _____  To Date:_____	
3.	No. of lawyers working with the firm currently. (List to be attached)		
4.	Copy of registration certificate of the organization (Partnership/ LLP/ Private Company etc)		
5.	Copy of annual turnover certificate of the firm for the last three financial years i.e. 2021-22, 2022-23 and 2023-24 duly authenticated by Chartered Accountants, as per balance sheet, profit & loss account, a copy whereof to be enclosed. The turnover of the firm should be minimum Rs. 10 Lakhs in each financial year.		
6.	Copy of PAN Card to be enclosed		
7.	GST Registration Certificate		

8.	Whether the firm has any legal suit /criminal case pending against it for violation of any law of court (give details).		
9.	The firm should submit the bank credibility report (to be certified by the authorized Indian national bank).		
10.	Duly signed certificate as mentioned in the Annexure-IV in the non-judicial stamp paper of Rs. 100.00		
11.	Tender document duly signed by the authorized representative of the firm.		

**Declaration:**

I hereby certify that the information furnished above is full and correct to the best of our knowledge. We understand that in case any deviation in the above statement at any stage, the company will be blacklisted and will not have any dealing with the Company in future.

**(Signature & Seal of authorized signatory)**

**FINANCIAL BID**  
**TO BE UPLOADED IN CPPP (IN BOQ)**

Last date for receipt of tender : 26.09.2024 upto 10.00 AM

Date of opening of tender (Technical Bid) : 27.09.2024 at 10:00 AM

(At Agrinnovate India Limited, G-2, A Block, NASC Complex, Dev Prakash Shastri Marg,  
Pusa, New Delhi – 110012)

<b>Sl. No.</b>	<b>Scope of Work</b>	<b>Rates/ case</b>
1.	Legal vetting of the MOU/ agreement (TLA/ MTA)/ deed & other similar legal documents to be executed for collaboration/ licensing of various ICAR technologies.	
2.	Drafting legal notice/ reply to legal notice regarding violation of terms and conditions of MOU and TLA/ MTA executed for licensing of technologies.	
3.	Written legal opinion in the matters for violation of terms and conditions of MOU and TLA/ MTA executed for licensing of technologies.	
4.	Drafting of SLP/ Writ petition/ LPA/ WS/ Revision/ Review Petition/ Plaint/ Original suit/ counter affidavit/ appeal/ reply etc/ reply to O.A./ reply to review regarding violation of terms and conditions of MOU and TLA/ MTA executed for licensing of technologies.	
5.	Drafting Misc. Application/ Interlocutory application/ replies thereto/ Interim Application and its replies/ affidavits regarding violation of terms and conditions of MOU and TLA/ MTA executed for licensing of technologies.	
6.	Attending hearing in court for legal matters regarding violation of terms and conditions of MOU and TLA/ MTA executed for licensing of technologies.	Local- Outstation-
7.	Attending hearing in court for other legal matter, on behalf of AgIn, whenever required, to protect the interest of AgIn and providing full support to AgIn in preparing and submitting documents, if any.	Local- Outstation-
8.	Document preparation/ clerkage charges	

**Declaration:**

I hereby certify that the information furnished above is full and correct to the best of our knowledge.

**(Signature & Seal of authorized signatory)**

**(CERTIFICATE TO BE GIVEN ON LETTER HEAD OF THE FIRM AS PART OF  
BID)**

To,

The Chief Executive Officer,  
Agrinnovate India Limited,  
NASC Complex, New Delhi-12.

Sir,

It is confirmed that I/we have fully understood the scope of work and all other terms and conditions for appointment of legal firm at Agrinnovate India Limited. For detail understanding the scope of work:

1. I/We have understood the total quantum of work by going through the tender document and all the conditions mentioned in the tender document are acceptable to us.
2. I/We have hereby agree to the Terms and Conditions of the Contract as detailed in the tender documents and if given an opportunity to provide services, then agree to execute an agreement.
3. I/We undertake that the documents enclosed herewith are genuine and no material/facts have been concealed or suppressed.
4. I/ We undertake that there are not any legal suit/ criminal case pending against our firm.
5. I/ We are not blacklisted by any Government organization in the field of law services.
6. We also understand that the contract is liable to be cancelled if found to be obtained through fraudulent means or by concealment of information/facts. This offer is made to be valid for acceptance by Agrinnovate India Limited within 90 days from the date of opening of the technical bid.

**(Signature of authorized representative of the firm)**  
**Stamp/Seal of the firm**



### Instructions for Online Bids submission

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signatures Certificates. The instructions given below are meant to assist the bidders in registration on the CPP portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at <https://eprocure.gov.in/eprocure/app>.

1. The tender is in two parts i.e. (1) Technical Bid and (2) Financial Bid. These bids duly filled shall be submitted online. The Technical Bid uploaded on the portal must contain the scanned copy of EMD and all other requisite documents called for in the tender. Both bids (technical and financial) are to be uploaded on CPP Portal ([www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app)). In case, bids are submitted in hard copy, the tender shall be rejected summarily. Special instructions to the Bidders for the e-submission of the bids online through this e-Procurement Portal can be downloaded from CPP Portal ([www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app)).
2. For any help for submission of online bids, bidders may visit “help for contractor” tab on the website [www.eprocure.gov.in](http://www.eprocure.gov.in).
3. The tendering firm has to carefully assess the scope of work. For any clarification (s) as to the tender/scope of work, the prospective bidders may contact Administration In-Charge, Agrinnovate India Limited, New Delhi-110012 with prior appointment on phone no.011-25842122/ 7290002830 on any working day between 3 to 4 PM.

### **Registration:**

1. Bidders are required to enroll on the e-procurement module of the Central Public Procurement Portal (URL: at <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Click here to Enroll”. Enrolment on the CPP Portal is free of charge.
2. As a part of enrolment process, the bidders will be required to choose unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate Authority recognized by CCA India (e.g. SIFY/ TCS/ nCode/ EMudhra etc) with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
6. Bidders then logs in to the site through the secured the log-in by entering their userID/ password and the password of the DSC/ e Token.

### **Searching for Tender Documents:**

1. There are various options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value etc. There is also an option to advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the respective 'My tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/ email in case there is any corrigendum issued to the tender document.
3. The bidders should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/ help from the helpdesk.

### **Preparation of Bids:**

1. Bidder should take into account any corrigendum published, if any, on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as a part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents- including the name and contents of each of the document that need to be submitted. Any deviations from these will lead to rejection of the bid.
3. Bidders, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF/ XLS/ RAR/ DWF forms. Bid documents may be scanned with 100 dpi with black and white options.
4. To avoid, the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of

uploading such standard document (e.g. PAN Card copy, Auditor certificates etc) has been provided to the Bidders. Bidders may use 'My space' area available to them to upload such documents. These documents may be directly submitted from the 'My space' area while submitting the bid, and need not be uploaded again. This will lead to reduction in the time required for Bid submission process.

### **Submission of Bids:**

1. Bidders should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidders will be responsible for any delay due to any other issues.
2. The bidders have to digitally sign and upload the required bid document as indicated in the tender document.
3. Bidders have to select the payment option as "offline" to pay the tender fees/ EMD as applicable and enter the details of the instrument.
4. Bidders should prepare the EMD as per the instructions specified in the tender document. The original should be posted/ couriered/ given in person so that it may reach the Company Office latest by the last date and time of the bid submission. The details of the DD/ any other accepted instrument, physically sent, should tally with the details available in the scan copy and the data entered during the bid submission time. Otherwise, the uploaded bid will be rejected.
5. A standard BOQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bid in the format provided and no other format is acceptable. Bidders are required to download BOQ file, open it and complete the white coloured (unprotected) cells with the respective financial quotes and other details (such as name of the Bidder). No other cells should be changed. Once the details have been completed, the Bidders should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the Bidder, the bid will be rejected.
6. The serve time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of the bids etc. The Bidders should follow this time during the bid submission.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by the unauthorized person until the time of bid opening. The confidentiality of the bids is being maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9. Upon the successful timely submission of bids, the portal will give a successful bid submission message and a bid summary will be displayed with the bid number and the date and time of submission of bids with all other relevant details.
10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bids. The acknowledgement may be used as an entry pass for any bid opening meetings.

**Assistance to Bidders:**

1. Any queries relating to the tender documents and terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the Tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk. The contact number for the helpdesk is 180030702232.