

**INDIAN INSTITUTE OF SCIENCE EDUCATION AND  
RESEARCH PUNE**



**TENDER DOCUMENT**

**FOR**

**Expression of Interest for  
Empanelment of Intellectual Property (IP) Firms**

**Dr. Homi Bhabha Road, Pune 411 008**

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# INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH PUNE

Dr. Homi Bhabha Road. Pune –411008

[[www.iiserpune.ac.in](http://www.iiserpune.ac.in)]

## TENDER NOTICE

[IISER/PUR/1498/19]

### EOI FOR EMPANELMENT OF INTELLECTUAL PROPERTY (IP) FIRMS

Indian Institute of Science Education and Research Pune is an autonomous Institute under Ministry of HRD, Government of India.

The Director, IISER Pune invites EOI online bids (e-Tender in two bid system) for empanelment of intellectual property (IP) firms.

The Tender Document can be downloaded from Central Public Procurement (CPP) Portal <https://eprocure.gov.in/eprocure/app> or Institute website [www.iiserpune.ac.in](http://www.iiserpune.ac.in) and bid is to be submitted **online only** through the E-procurement portal up to the last date and time of submission of tender. No manual bids will be accepted.

**Technical Bid** and **Financial Bid** should be submitted in the E-procurement portal. 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 0120-4200462, 0120-4001002, 91-8826246593.

#### Important Dates of Tender:

| Sr. | Particulars   | Date       | Time      |
|-----|---|------------|-----------|
| 1   | Date of Online Publication / Download of Tender   | 01/06/2020 | 18.00 Hrs |
| 2   | Pre-Bid Meeting   | 08/06/2020 | 15.00 Hrs |
| 3   | Bid Submission Start Date   | 15/06/2020 | 18.00 Hrs |
| 4   | Bid Submission Close Date   | 22/06/2020 | 15.00 Hrs |
| 5   | Closing date & time for Submission of original EMD & Tender Fee / Exemption Related Certificates, documents | 22/06/2020 | 15.00 Hrs |
| 6   | Opening of Technical Bids   | 24/06/2020 | 14.00 Hrs |

#### Pre Bid Meeting:

A Pre-bid conference will be held via video conferencing from IISER Pune, Purchase Section, Dr. Homi Bhabha Road, Pashan, Pune - 411008 on 08-06-2020 from 3:00 PM to 4:00 PM (IST). All prospective bidders are requested to kindly submit their queries and request for video conferencing credentials on email ID [purchase@iiserpune.ac.in](mailto:purchase@iiserpune.ac.in) latest by 07-06-2020 2:00 PM. During the Pre-bid meeting the answers/clarifications to the queries will be made available and also uploaded on our website. No queries will be entertained after the Pre-bid meeting.

**Amendment to Bidding Documents:**

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

All prospective bidders who have downloaded the Tender Document should surf the Institute's website from time to time to know about the changes / modifications in the Tender Document. The changes / modifications would also be hosted on the website of the Institute and all prospective bidders are expected to surf the website before formulating and submitting their bids to take cognizance of the amendments.

The Director, IISER Pune reserves the right to amend or withdraw any of the terms and conditions mentioned in the tender document or to reject any or all tenders at any stage without giving any notice or assigning any reason and not bound to accept the lowest tender keeping in view the Interest of the Institute. The decision of the Director, IISER Pune in this regard shall be final and binding on all.

**Director**

## **INSTRUCTIONS FOR ONLINE BID SUBMISSION**

This tender document has been published on the Central Public Procurement Portal ([URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)) & Institute website [www.iiserpune.ac.in](http://www.iiserpune.ac.in) . The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

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

### **REGISTRATION :**

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://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 part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their account.
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 (Class II or Class III Certificates with signing key usage) issued by any Certifying 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. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.
7. The CPP Portal also has user manual with detailed guidelines on enrollment and participation in the online bidding process. Any queries related to process of online bids or queries related to CPP Portal may be directed to the 24x7 CPP Portal Helpdesk.
8. The Institute will not be responsible for any type of technical issue regarding uploading of Tender on website.

### **SEARCHING FOR TENDER DOCUMENTS :**

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender 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 / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **PREPARATION OF BIDS :**

1. Bidder should take into account any corrigendum published 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 part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS formats. Bid documents may be scanned with 100 dpi with black and white option.
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 documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for the bid submission process.

### **SUBMISSION OF BIDS :**

1. Bidder should log into the site well in advance for bid submission such that he/she can upload the bid in time i.e. on or before the bid submission deadline. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. The server 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 bids etc. The bidders should follow this time during bid submission.
4. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
5. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
6. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.
7. **Financial Bid to be submitted in excel sheet and PDF**
8. .

### **ASSISTANCE TO BIDDERS**

- i. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- ii. 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 **0120-4200462, 0120-4001002, 91-8826246593.**



**ELIGIBILITY CRITERIA**

The IP firms willing to be empaneled for these tasks shall fulfill the following criteria & shall provide documentary proof regarding the same:

1. The IP Firm should be of good standing and have an experience of at least 3 years, servicing clients based in India and abroad.
2. The IP firm should have minimum three years of existence as an Indian entity.
3. The IP firm should possess professional expertise in handling all forms of intellectual property protection measures viz., patents, industrial designs, trademarks, copyrights, plant varieties and geographical indications.
4. The IP firm must have the requisite infrastructure and in-house capability.
5. The IP firm must be having profits in the last three years.
6. The IP firm should have an office located in Pune/Mumbai region.
7. The IP firm should not have been blacklisted by any Central /State Government / Public Sector Undertaking, Govt. of India.
8. The IP firm should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services.

Suppression of any relevant information or lack of adherence to any of the above will lead to disqualification of the bid.

**TECHNICAL BID**

**EOI FOR EMPANELMENT OF INTELLECTUAL PROPERTY (IP) FIRMS**

**PROFILE AND BUSINESS COMPETENCIES OF THE IP FIRMS**

| Sr. | Particulars  | Mention Details (Do not state <u>attached</u> / <u>enclosed</u> / <u>refer attached document</u> etc.). Highlight relevant portion of the attached document. |
|-----|--|--|
| 1   | Name of the agency / firm / company, web address, telephone number, etc.   |  |
| 2   | Address of the office of the agency / firm / company<br>Name, designation of contact person.<br>Land Line No:<br>Mobile No:<br>Email:<br><br>(Submit proof of address having name of the Agency / Proprietor - Copy of Latest Corporation Tax Receipt OR copy of latest Land Line Telephone Bill OR copy of latest Electricity Bill, copy of the valid Shops and Establishment Registration certificate OR Copy of valid Lease Agreement etc.) | Submitted / Not Submitted<br>Name of the Document Submitted : _____  |
| 3   | Legal status - Individual / proprietary / partnership firm / limited company / corporation, etc.)<br><br>(Submit Copy of the appropriate registration certificate)   | Legal Status : _____<br>Submitted / Not Submitted  |
| 4   | <b>The agency should have minimum three years of existence as an Indian entity</b><br><br>Month and Year of commencement of services business.   | Submitted / Not Submitted<br>Name of the Document Submitted : _____  |
| 5   | Statutory details of agency / firm / company ( <b>Photocopies of the Registration Certificate / Allotment letter in the name of the agency / firm / company issued by the concerned authority to be submitted</b> ):<br><br>1] Registration number of the firm issued under Maharashtra Shops and Establishment Act and date of issue. Copy of the Registration certificate valid as on date   |  |



| Sr. | Particulars  | Mention Details (Do not state <u>attached</u> / <u>enclosed</u> / <u>refer attached document</u> etc.). Highlight relevant portion of the attached document. |
|-----|--|--|
|     | <p>to be submitted. Renewal date to be highlighted.</p> <p>2] In case of company, registration number issued by Registrar of Companies and date of issue.</p> <p>3] Permanent Account Number (PAN).</p> <p>4] GST - Registration number.</p> <p>5] Profession Tax registration number.</p>   |  |
| 6   | <p>Agency / firm / company should have an average annual turnover of at least Rs. 6,00,000/- in the <b>IP Services business alone</b> for the last 3 financial years. Turnover Certificate specifically having mention of “<b>Turnover from IP Services business alone</b>” duly certified by the Chartered Accountant to be submitted.</p> <p><b>Please do not submit copies of balance sheet / IT returns.</b></p>   | <p>Financial Year - 2016-17 :<br/>Rs. _____</p> <p>Financial Year - 2017-18 :<br/>Rs. _____</p> <p>Financial Year - 2018-19 :<br/>Rs. _____</p>              |
| 7   | <p>Agency / firm / company should have at least 5 years of experience in providing IP services to Central/state Government Organizations / Central/state Government funded Autonomous Bodies / Central/state Government funded Academic Institutions / Central/state Government funded Research Laboratories / Central/state Government funded Research Institutes</p> <p>Submit details of present and past clients in the format provided (Annexure-4. Please use separate sheet if required). Please attach <b>client certificates on their letterhead [Draft - Refer Annexure 4 ]</b> which should have details about the IP services provided. Certificate/s having inadequate details shall not be considered and the bid shall be liable for rejection.</p> <p><b>Please do not submit Work Orders / Agreements / Purchase Orders. Client certificate as stated above only shall be considered.</b></p> | <p style="text-align: center;">Yes / No</p> <p style="text-align: center;">Submitted / Not Submitted</p>   |
| 8   | Particulars of the membership/partnership, if any  | Submitted / Not Submitted  |
| 9   | Articles and memorandum of association (if any) of the IP firm   | Submitted / Not Submitted  |

| Sr.                      | Particulars   | Mention Details (Do not state <u>attached</u> / <u>enclosed</u> / <u>refer attached document</u> etc.). Highlight relevant portion of the attached document. |                          |               |                   |  |  |  |  |                          |  |  |  |   |
|--------------------------|---|--|--------------------------|---------------|-------------------|--|--|--|--|--------------------------|--|--|--|---|
| 10                       | Partnership agreement between the firm and its partner(s) clearly highlighting the scope of work for each   | Submitted / Not Submitted  |                          |               |                   |  |  |  |  |                          |  |  |  |   |
| 11                       | Area(s) of Specialization: (Patents / Trademarks / Copyright / Designs / Geographical Indications / Litigation / Opposition / Contracts / Other IP related activities)  |  |                          |               |                   |  |  |  |  |                          |  |  |  |   |
| 12                       | <p>Number of professionals (Partners/Associates) presently employed with the firm for patent related IP work in various fields and their profiles:</p> <table border="1" data-bbox="178 787 964 1010"> <thead> <tr> <th data-bbox="178 787 297 890">SNo</th> <th data-bbox="297 787 570 890">Name of the Professional</th> <th data-bbox="570 787 768 890">Qualification</th> <th data-bbox="768 787 964 890">Area of expertise</th> </tr> </thead> <tbody> <tr> <td data-bbox="178 890 297 1010"></td> <td data-bbox="297 890 570 1010"></td> <td data-bbox="570 890 768 1010"></td> <td data-bbox="768 890 964 1010"></td> </tr> </tbody> </table><br><table border="1" data-bbox="178 1117 953 1486"> <thead> <tr> <th data-bbox="178 1117 560 1369">Experience (No of years)</th> <th data-bbox="560 1117 953 1369">Number of cases held (Specify whether it is for Copyright, Trademark OR Patent OR Any other IP form, Litigation/ Opposition)</th> </tr> </thead> <tbody> <tr> <td data-bbox="178 1369 560 1486"></td> <td data-bbox="560 1369 953 1486"></td> </tr> </tbody> </table> | SNo  | Name of the Professional | Qualification | Area of expertise |  |  |  |  | Experience (No of years) | Number of cases held (Specify whether it is for Copyright, Trademark OR Patent OR Any other IP form, Litigation/ Opposition) |  |  | <p>Please use the Format in Annexure - 6</p> <p>Submitted / Not Submitted</p> |
| SNo                      | Name of the Professional  | Qualification  | Area of expertise        |               |                   |  |  |  |  |                          |  |  |  |   |
|                          |   |  |                          |               |                   |  |  |  |  |                          |  |  |  |   |
| Experience (No of years) | Number of cases held (Specify whether it is for Copyright, Trademark OR Patent OR Any other IP form, Litigation/ Opposition)  |  |                          |               |                   |  |  |  |  |                          |  |  |  |   |
|                          |   |  |                          |               |                   |  |  |  |  |                          |  |  |  |   |
| 13                       | In case the tender is signed by the person other than the sole proprietor / owner, authorization given by the Executive Body authorizing the officer / partner for signing the tender documents for this tender to be submitted on letter head.   | Submitted / Not Submitted / Not Applicable   |                          |               |                   |  |  |  |  |                          |  |  |  |   |
| 14                       | Submit details regarding financial resources, fixed and   |  |                          |               |                   |  |  |  |  |                          |  |  |  |   |

| Sr. | Particulars   | Mention Details (Do not state <u>attached</u> / <u>enclosed</u> / <u>refer attached document</u> etc.). Highlight relevant portion of the attached document.                                   |
|-----|---|--|
|     | movable assets on <b>letterhead</b> of the agency / firm / company.   | Submitted / Not Submitted  |
| 15  | Submit affidavit in the prescribed format (Annexure-1) on non-judicial stamp paper of Rs. 100/- duly attested by a Magistrate/Notary Public   | Submitted / Not Submitted  |
| 16  | Submit acceptance certificate (Annexure-2) on a letter head in the prescribed format.   | Submitted / Not Submitted  |
| 17  | All pages of the tender and draft agreement signed?   | Yes / No   |
| 18  | Tender Fee (Non Refundable) to be submitted in the form of Demand Draft of Nationalized Bank / Scheduled Bank having minimum three months validity / Throguh NEFT (To be submitted with Technical Bid)<br><br>Refer terms and conditions of tender. | No. _____ dated _____<br>for Rs. 1,180/- (Rupees One thousand one hundred eighty only) drawn on (name _____ of _____ the Bank) _____<br>_____ in favor of Director, IISER Pune payable at Pune |
| 19  | Earnest Money Deposit (EMD) to be submitted in the form of Demand Draft of Nationalized Bank / Scheduled Bank having minimum three months validity / Throguh NEFT (To be submitted with Technical Bid)<br><br>Refer terms and conditions of tender. | No. _____ dated _____<br>for Rs.40,000/- (Rupees fourty thousand only) drawn on (name of the Bank) _____<br>_____ in favor of Director, IISER Pune payable at Pune.                            |

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Date : \_\_\_\_\_

Seal of contracting agency/firm/company



## INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH PUNE

### TERMS AND CONDITIONS OF TENDER

- The Contracting agency / Firm / Company should have its office in Pune or Mumbai.
- Scanned copy of Tender Fee and EMD in favour of The Director, IISER Pune must be uploaded with the Technical Bid.  
Agency / firm / company exempted from payment of Tender Fee / EMD must upload requisite documents in support of their claim.

Tender Fee, EMD OR photocopies of the Exemption Related Certificates / Documents also needs to be submitted in a sealed envelope by due date at the following address with covering letter having tender details :

Assistant Registrar (S&P)  
Indian Institute of Science Education and Research Pune  
Dr. Homi Bhabha Raod, Pashan  
Pune-411008  
Tel: 020 2590 8017  
Email: [purchase@iiserpune.ac.in](mailto:purchase@iiserpune.ac.in)

EMD and tender fee amount can be deposited in IISER PUNE Bank account through net banking as mentioned below.

Name-Indian Institute of Science Education and Research Pune.  
Bank-State Bank of India  
Branch-NCL Campus Branch, PUNE 411008  
Current A/c No. 30042605732  
IFSC-SBIN0003552

Tender received without Tender Fee, EMD OR Exemption Related Certificates / Documents as per requirement will be summarily rejected.

- At the first stage, the Technical Bids shall be opened on due date and technical evaluation shall be carried out based on the Technical Bid Proforma, documents submitted in support, tendered terms, conditions, eligibility etc. Tenderer who submits Financial Bid with Technical Bid shall be disqualified. Bidders technically disqualified shall be intimated.
- The Financial bids of only those tenderers will be opened who are declared qualified by the Technical Evaluation Committee. If tenderer quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered. In case of multiple tenderer emerging as Lowest I (L I), the contract shall be then awarded to the tenderer amongst L I with highest average annual turnover of last three years.

- The tender is not transferable under any circumstances.
- Telegraphic, conditional or incomplete tenders will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the tenderer.
- Tender in any form other than the prescribed form issued by IISER Pune shall not be considered and will be summarily rejected.
- Earnest Money Deposit (EMD) of Agency / Firm / Company who withdraws tender during the intervening period shall be forfeited.

## **2. SECURITY DEPOSIT**

- (i) Within fifteen (15) days of the award of contract, the vendor shall furnish a Security Deposit amounting to 10% of the work order value in the form of Demand Draft/Bank Guarantee (from scheduled Bank only) favoring the Director, Indian Institute of Science Education and Research, Pune.
  - (ii) The IISER will forfeit the 10% security deposit if vendor fails to execute the order as per the Work Order. This Security Deposit will be refunded to the vendor only on successful completion of the contract.
  - (iii) Bank Guarantee wherever mentioned in this document may be read as “Bank Guarantee from any Scheduled Bank” only.
  - (iv) The 10% Security Deposit which is mentioned above may be extended as Performance Bank Guarantee for a period of contract.
- In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, Institute reserves the right to impose the penalty as detailed below:-
    - (i) 20% of cost of order/ agreement per week, upto four week’s delay.
    - (ii) After four weeks delay the Institute may cancel the agreement and get this job to be carried out preferably from other agency from open market. The difference, if any, will be recovered from the defaulter contractor and also shall be black listed for a period of four years from participating in such type of tender and his earnest money/ security deposit may also be forfeited, if so warranted.

## **4. PERIOD OF CONTRACT:-**

The award of work is for an aggregate period of 3 years, which will initially be given for a period of one year and reviewed for extension for another year(s) on the basis of service rendered by the agency. The rates quoted should be valid for a period of 3 years.

## GENERAL TERMS AND CONDITIONS

1. Agency must fulfill all the requirements given in the Technical Bid and terms and conditions of the tender.
- 2.
3. The successful tenderer shall be required to execute an Agreement Deed on the format approved and supplied by this Institute on stamp papers of appropriate value. The cost of the stamp paper shall be borne by the successful tenderer.
4. The Director, IISER Pune shall have absolute right and authority for the suspension/ revocation of security/bank guarantee in case of breach of any clause of the Agreement by giving prior notice.
5. A penalty @ 1% of the monthly value of contract shall be imposed for non-commencement of work within the stipulated period after the issue of award letter for every week or part thereof for the delay in the commencement of the contract.
6. The decision of the Director, IISER Pune with regard to the determining of quality of work/services done by the contractor or his employees shall be final and acceptable to the contractor. The Director, IISER Pune reserves the right to get the work/services so rejected done/replaced at his own level at the risk and cost of the contractor after giving him a notice in writing and the expenditure incurred on this count shall be recovered from the contractor from his outstanding dues or by revocation of any or all parts of the security/bank guarantee, as he may think proper.
7. The contract cannot be transferred or assigned by the contractor to any other person/ firm.
8. Contractor shall pay GST, at the rates as applicable from time to time.
9. IISER Pune Right to vary Quantities at the time of Award:
10. The IISER Pune reserves the right at the time of Contract award to increase or decrease the area quantity of services originally specified in the tender document without any change in unit price or other terms and conditions .Further, at the discretion of the IISER Pune, the area/ quantities in the contract may be enhanced by 25 %within the contract period.

### **11. Fraud and Corruption:**

The IISER Pune requires that bidders, suppliers, and contractors, if any, observe the highest standard of ethics during the execution of such contracts. In pursuit of this policy,

(a) The terms set forth below are defined as follows:

- (iii) **“Corrupt practice”** means the offering, giving, receiving, or soliciting, directly or in directly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (iv) **“Fraudulent practice”** means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (v) **“Collusive practice”** means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, noncompetitive levels; and
- (vi) **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;

(b) The IISER Pune will reject a proposal for award if it determines that 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

#### 19. Interpretation of the clauses in the Tender Document / Contract Document

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

- The Contractor shall conform to the provisions of various Central/State Act(s) or the Regulations on the subject as well as terms and conditions of the contract. He will be liable for the deduction of TDS on the total bill as per provision of the Income Tax Act, or as applicable from time to time.
- The Institute shall have further right to adjust or readjust or deduct any of the amounts as aforesaid from the payment to be made to the Contractor under this Contract or out of the security deposits of the Contractor.

#### 20. TERMINATION OF THE CONTRACT :-

The contract may be terminated in any of the following contingencies:-

1. On giving one month notice by IISER Pune. OR
2. On the expiry of the contract, without any notice. OR
3. On giving one month notice by IISER Pune at any time during the tenancy of contract, in case the services rendered by the contractor are not found satisfactory and in conformity with the terms and conditions of the contract and the standard prescribed for this services. OR
4. On assigning of the contract or any part thereof or any benefit or interest therein or there under by the contractor to any third party for sub-letting the whole or a part of the contract to any third party. OR
5. On contractor being declared insolvent by the competent Court of Law without any notice.
6. The contract can be terminated at any point of time without assigning any reason in between, if it is found that the services rendered by the agency are not satisfactory.

**In case of termination of contract on the grounds mentioned at Sr. No 3 & 4 above OR in case of contractor decides to conclude the contract before the expiry of initial twelve months contract period, the Institute shall forfeit the Bank guarantee and the contractor shall not have any claim/right against the Institute.**

In case of extension beyond initial period of one year, contractor will have an option to conclude the contract by giving three months notice in writing during the contract period.

Provided that during the notice period for termination of the contract, in the situation stated above, the contractor shall keep on discharging his duties as before till the expiry of notice period.

21. **LAST PAYMENT:** The last payment of the contractor will be cleared only after obtaining clearance of any liabilities not pending.
22. **JURISDICTION :** The contract will be subject to Pune Jurisdiction, In case of any dispute, only Pune Court will have jurisdiction.

**Director**

## SCOPE OF WORK

IP management including drafting, filing, prosecution, opposition and maintenance of Intellectual Property in India and Abroad.

- Patent searches such as patentability search, FTO, patent landscape, Invalidity / validity & State of the Art Search.
- Aspects such as opposition, revocation & restoration of IP & any other proceeding under the relevant IP Act & other IP management matters in India and Abroad.
- Handling foreign patent application for filing/IP securing.
- Representing before the Appellate Board in India, miscellaneous actions under the relevant Act, etc.
- Securing registration and maintenance of copyright, design, trademark and layout design, Plant Varieties and Others.
- Handling IP infringement cases.
- Interaction with inventors.
- Provide a Consultant for providing following IPR services:
  - i. Conducting prior art searches with inventors/investigators for their disclosures in paid database at IISER Pune and determining patentable aspects of the disclosure.
  - ii. Supporting and aiding the inventors in drafting a provisional patent specification.
  - iii. Aiding the inventors in vetting the complete patent specification.
  - iv. Explaining the queries raised by the various Patent Offices and aiding the inventors in drafting a rebuttal for the same.
  - v. Providing a liaison between IISER, Pune, Incubatees of the Incubator at IISER Pune and various attorneys at the IP firm.
  - vi. Attending the meetings of the IPR committee of IISER, Pune and incorporating the Committee`s suggestions in articulating the invention.
  - vii. Brand protection through trademarks, copyright etc.



**PROFORMA FOR EVALUATION OF TECHNICAL PERFORMANCE**  
**OF THE TENDERING AGENCY / FIRM / COMPANY**

**Bid / Tender evaluation Methodology for Empanelment of Intellectual Property (IP) firms**

Two bids shall be submitted in two different sealed covers i.e., Technical and Financial (Rate including GST of Schedule for each IPR activities). Documentary evidence for each of the parameter has to be enclosed.

The financial bid of the IP firm / bidder will be considered for opening only if it secures minimum technical score of 60% or more of the obtainable score in the evaluation of the technical proposal.

**Selection Criteria**

The financial bids of short listed/technically qualified bidders only will be opened for further evaluation.

The financial bid of the bidder will be opened only of those bidders who secure minimum technical score of 60% in the evaluation of the technical proposal. IISER Pune reserves the right to reject any/all the bids in part/or in full without assigning any reason. The decision of IISER Pune in this regard will be final and binding. The same cannot be challenged in any forum thereafter.

IISER Pune will be preparing a master sheet of all the technically qualified bidders listing the schedule of services and the respective quotes (including GST) submitted by each IP Firm. The Institute will select the lowest quote (including GST) of each of the services quoted by any of the IP Firm and subsequently a statement would be made listing all the schedule of services for each of the IPs with the lowest quote quoted by any of the technically qualified IP firm against the respective schedule of services. This sheet containing the lowest quote for each of the schedule of services will be provided to all the technically qualified bidding IP firms for their concurrence to provide services as per the lowest quoted rates (including GST) for the respective schedule of services. IP Firms which agree for the above rate schedule may be invited for further discussion for finalization of the empanelment of IP firms.

**I. Technical Evaluation Criteria of the Firms (All supporting documents should be enclosed)**

| Sl No | Technical Capacity Criteria   | Grading of Score/Points   | Maximum Score (Total 90) | Obtained Score |
|-------|---|---|--------------------------|----------------|
| 1     | Number of IP filings in India with IPO (Patent, Trademark, Design) in the last three year   | Up to 50 Filings = 5 Marks<br>Every additional IP filing = 0.25 Marks | 10                       |                |
| 2     | Number of Patents/Trade Marks/Design granted (India /abroad) for the clients (in India Abroad) during last three years  | Up to 20 granted = 5 Marks<br>Every additional IP granted = 0.5 Marks | 10                       |                |
| 3     | Prosecution Support work (Preparation of IDS/ Supplemental IDS etc. in last three years   | Up to 50 = 2.5 Marks<br>Every additional one=0.25 Marks               | 05                       |                |
| 4     | Facilitated Number of IP filings outside India (Abroad) (Patents / Trade Marks / Designs) in last three years   | Up to 15 Filings = 8 Marks<br>Every additional IP filing = 0.5 Marks  | 15                       |                |
| 5     | Available paid Search Tools (Minimum Two)   | 1 database = 2.5 Marks<br>2 and above = Additional 2.5 Marks          | 05                       |                |
| 6     | Patent Attorney expert available in firm<br>(i) Chemical Science<br>(ii) Life Sciences<br>(iii) Food Technology<br>(iv) Oil and Gas<br>(v) Automobile<br>(vi) Metallurgy<br>(vii) Medical Devices<br>(viii) Energy<br>(ix) Biotechnology<br>(x) Pharmaceutical Sciences | Up to Five (5) Domains = 5 Marks<br>additional domain=1 Marks each    | 10                       |                |
| 7     | Capacity building programmes conducted for Govt. institutions Dept./Colleges/SMEs in last three years   | Up to 10 = 2.5 Marks<br>Every additional one=0.5 Marks                | 05                       |                |
| 8     | Geographical location in Maharashtra  | Office in Pune/ Mumbai = 10 marks                                     | 10                       |                |

|   |  |   |     |  |
|---|--|---|-----|--|
| 9 | Number of Clients served in the last 3 Years (In India & Abroad) | Patent Related: Up to 30 Clients=5 Marks<br>For additional client: 0.5 Marks  | 10  |  |
|   |  | Trade Mark Related: Up to 10 clients =4 Marks<br>Every additional client: 0.25 Marks  | 05  |  |
|   |  | GI: Up to 5 clients = 2 Marks<br>Every additional client: 0.25 Marks  | 2.5 |  |
|   |  | Industrial Design: Up to 05 clients = 2 Marks<br>Every additional client: 0.25 Marks  | 2.5 |  |
|   |  | TOTAL MARKS   | 90  |  |
|   |  |   |     |  |
|   |  | The financial bid of those bidders will be opened who secure minimum technical score of 60% i.e 54 marks in the evaluation of the technical proposal. |     |  |

**Financial Bid**  
**PRICE SCHEDULE**

Name of the Tenderer \_\_\_\_\_

**II. Rate including GST of Schedule for IPR Applications filing and prosecuting**

| Sl #     | Type of work  | Price (INR) |
|----------|---|-------------|
|          | <b>Section 1: Patent</b>  |             |
| <b>1</b> | <b>Application</b>  |             |
| 1.1      | Drafting and filling application with Provisional specification along with all necessary forms such as:Form2,Form3,Form 5, Form 8, and Form 26                              |             |
| 1.2      | Drafting and filling complete specification after filing provisional specification with all necessary forms such as Form 1, Form2, Form 3, Form5, Form8, Form18, and Form26 |             |
| 1.3      | Drafting and filling of patent of addition  |             |
| 1.4      | Drafting and filling of divisional application  |             |
| 1.5      | Making request for filing patent outside India (Form 25)  |             |
| 1.6      | Taking over already filed application, per case   |             |
| 1.7      | Charges towards filing various if not done earlier at the time of filing the application such as Form3, Form8, Form18 and Form 26.  |             |
| 1.8      | Seeking permission from National Biodiversity Authority (NBA) for filing IP application under section 6 of The Biological Diversity Act                                     |             |
| 1.9      | Discussion with inventor per hour at IISER Pune premises  |             |
| <b>2</b> | <b>Extension of time &amp; late filing (preparing and filing)</b>   |             |
| 2.1      | Preparing and filing a form for extension of time (Form 4)  |             |
| 2.2      | Late submission of forms/documents  |             |
| <b>3</b> | <b>Prosecution</b>  |             |
| 3.1      | Obtaining certified copies of patent applications   |             |
| 3.2      | Reporting official action including FER, SER etc  |             |
| 3.3      | <b>Amending specification and re-filing in response to FER, SER etc (Form-13)</b>   |             |
| 3.4      | Subsequent report of corresponding application, if any  |             |

|     |  |  |
|-----|--|--|
| 3.5 | Filing of documents after prescribed period with petition of condonation of delay in filing  |  |
| 3.6 | <b>Discussion at Patent Office during prosecution of application</b>   |  |
| 3.7 | Preparation of case for filling in India.  |  |
| 4   | Assignment and Licenses  |  |
| 4.1 | Drafting deed form   |  |
| 4.2 | Filing application for registration for assignment/license (Form 16)   |  |
|     | a) one patent  |  |
|     | b) each additional patent included at the same time in the same deed   |  |
| 4.3 | Application for revocation of terms and condition of license (Form 20)   |  |
| 4.4 | Charges for making an application for compulsory license (Form 17)   |  |
| 4.5 | Application for revocation of a patent for non-working (Form19)  |  |
| 5   | Recordable of change of name, address, nationality, etc. (Form 6 and Form 10)  |  |
| 5.1 | Filing application in respect of one patent  |  |
| 5.2 | For additional patent included at the same time  |  |
| 6   | Opposition   |  |
| 6.1 | Filing pre-grant opposition  |  |
| 6.2 | Filing notice of opposition (Post grant opposition) In Form 7  |  |
| 6.3 | Drafting statement of opposition form, written statement and affidavit   |  |
| 6.4 | Drafting reply statement and affidavit   |  |
| 6.5 | Attending hearing per day at patent office in the city of the attorney's office  |  |
| 6.6 | Attending hearing per day at patent office not in the city of attorney's office  |  |
| 6.7 | Attending interlocutory petition hearings  |  |
| 6.8 | Notice of opposition to amendment / restoration/surrenderof patent / grant of compulsory license or revision of terms there of or to correction of clerical errors (Form 14) |  |
| 6.9 | Request for the grant of patent under section26 and 52 (Form 12)   |  |

|      |   |  |
|------|---|--|
| 6.10 | Charges for making a request for direction of the controller under section 51 (1) and 51 (2) (Form 11)              |  |
| 7    | <b>Visits outside office &amp; discussion</b>   |  |
| 7.1  | Per visit charges for local visit   |  |
| 7.2  | Per visit charges for outstation  |  |
| 8    | <b>Patent revocations / infringement, initialing revocation / infringement, defending revocation / infringement</b> |  |
| 8.1  | Drafting of infringement suit   |  |
| 8.2  | Drafting of revocation suit   |  |
| 8.3  | Representation charges  |  |
| 8.4  | Any other charges, if any (like legal opinion etc)  |  |
| 9    | <b>Miscellaneous</b>  |  |
| 9.1  | Consultation charges each hour or part  |  |
| 9.2  | Prior art search report for novelty, inventiveness and utility  |  |
| 9.3  | Photocopying, fax, cable and other out of pocket expenses, if Any   |  |
| 10   | <b>Filing of foreign patent applications</b>  |  |
| 10.1 | Filing of a patent application in each country patent (can be as a percentage of foreign associates bills)          |  |
| 10.2 | Charges for prosecuting each application till grant of patent (can be as a percentage of foreign associates bills)  |  |
| 10.3 | Subsequent filing of forms/citations, etc.  |  |
| 10.4 | Charges for renewal each year   |  |
| 10.5 | Fax, cable, photocopying charges  |  |
| 10.6 | Postage charges, if extra   |  |
| 10.7 | Any other charges, if any   |  |
|      | (a) out of pocket expenses  |  |
|      | (b) Offering technical opinion  |  |
| 10.8 | Request for substantive examination   |  |
| 11   | <b>Filing of PCT application</b>  |  |
| 11.1 | preparing and filing a new PCT application  |  |
| 11.2 | Filing formal documents such as POA, Priority document, etc   |  |

|      |   |  |
|------|---|--|
| 11.3 | Filing amendments under Article 19  |  |
| 11.4 | Filing demand for preliminary examination   |  |
| 11.5 | Filing response to written opinion/preliminary examination report and for filing amendment under PCT Article 34 |  |
|      | <b>Filing national phase applications including charges in the claims if necessary</b>                          |  |
|      | <b>Section 2: Designs</b>   |  |
| 1    | Application   |  |
| 1.1  | Application for registration in a single class with all essential form including (form 1, Form 2, and Form 21)  |  |
| 1.2  | Applications for same design in additional classes on per class Basis   |  |
| 1.3  | Claim under section 8(1) to proceed as an Application or Joint Applicant  |  |
| 1.4  | Application to extend copyright (Form 3)  |  |
| 1.5  | Taking over already filed application for registration of design  |  |
| 2    | Restoration of lapsed design (Form 4)   |  |
| 3    | Filing a response to the office action (Form 20)  |  |
| 4    | Obtaining,expediting and forwardingthe design certificate   |  |
| 5    | Drafting assignment/licensee/mortgage deed and registration of same (Form 10, Form 11, and Form 12)             |  |
| 6    | Recordable of assignment (Form 13)  |  |
| 7    | Design search through patent office (Form 6 and Form 7)   |  |
| 8    | Petition of cancellation of design (Form 8)   |  |
| 9    | Notice of opposition (Form 19)  |  |
| 10   | Request for correction of clerical errors (Form 14)   |  |
| 11   | Request for certified copies (Form 15 and Form 160)   |  |
| 12   | Appearance charges per appearance before patent office  |  |
| 13   | Inspection of registered design (Form 5)  |  |
| 14   | Notice of intended exhibition of publication of an unregistered design (Form 9)                                 |  |

|      |  |  |
|------|--|--|
| 15   | Notice of alteration of address or name or an address for service in the Register of Designs   |  |
| 16   | Entry of two addresses for service in Register of Designs  |  |
| 17   | Filing of foreign design applications  |  |
| 17.1 | Filing of a design application in each country   |  |
| 17.2 | Charges for prosecuting each application till registration of design (can be as a percentage of foreign associates bills)                          |  |
| 17.3 | Charges for renewal each year  |  |
| 17.4 | Fax, cable, photocopying charges   |  |
| 17.5 | Postage charges, if extra  |  |
| 17.6 | Any other charges, if any  |  |
| 17.7 | (c) out of pocket expenses   |  |
| 17.8 | (d) Offering technical opinion   |  |
| 18   | Any other please specify   |  |
|      | <b>Section 3: Copyright</b>  |  |
| 1    | Application for registration of copyright (Form 4)   |  |
| 2    | Application for registration of charges in the particulars of copyright entered in the Register of Copyrights (Form 5)                             |  |
| 3    | Application for restricting importation of infringing copies under Section 53 of the Act (Form 60)   |  |
| 4    | Filing notice for relinquishment of copyright (Form 1)<br>Filing application for a license for translation (of one work in work language) (Form 2) |  |
| 5    | Filing application for a license for publication/ translation / reproduction (compulsory license) (Form 2A)  |  |
| 6    | Filing notice for termination of license) (Form 2B)  |  |
| 7    | Any others (please specify) Reporting status of official actions)  |  |
| 8    | Meeting objections from the Registrar, Copyright, Drafting of any specific forms such as NOC   |  |
|      | <b>Section 4: Trademarks</b>   |  |
| 1    | Application for registration of trademark including certification trademark (Forms TM 1, TM 4, TM 8, TM 51, TM 52)                                 |  |
| 2    | Notice of opposition and related actions (TM 5, TM 6, TM 44)   |  |
| 3    | Application for renewal of trademark (TM 10, TM 12)  |  |



|      |  |  |
|------|--|--|
| 4    | Request for search and issuance of certificate (TM11)  |  |
| 5    | Restoration & renewal of trademark (TM 13)   |  |
| 6    | Request for correction of clerical error or for amendment (TM 16)                                |  |
| 7    | Request for assignment or transmission of trademark (TM 19, TM 20, TM 21, TM 62)                 |  |
| 8    | Request for certificate of the Registrar (TM 46)   |  |
| 9    | Application for renewal of Registrar's decision (TM 57)  |  |
| 10   | Answering objections from the trademark office   |  |
| 11   | Application filing in other countries (should be shown as percentage of the associate's charges) |  |
|      | <b>Section 5: Geographical Indications</b>   |  |
| 1    | Application  |  |
| 1.1  | Drafting & filing in India in single class   |  |
| 1.2  | Charges for additional class   |  |
| 2    | Prosecution charges  |  |
| 2.1  | Preparing for consultative group committee meeting and presenting the case before the committee  |  |
| 2.2  | Reporting reviewing and responding to examination report   |  |
| 2.3  | Obtaining GI certificate and sending the same  |  |
| 2.4  | Renewal of GI  |  |
| 2.5  | Drafting and filing of counter statement to the opposition                                       |  |
| 2.6  | Drafting and filing of evidence in support of application  |  |
| 2.7  | Attending hearing at GI Regulatory or other place designated by GI Registry                      |  |
| 2.8  | Obtaining extension of time wherever required and applicable                                     |  |
| 2.9  | Drafting and filing a request for the registration as authorized user                            |  |
| 2.10 | Drafting and filing of interlocutory petition  |  |
| 3    | Inspection of documents at the GI Registry   |  |
| 4    | Obtaining and sending GI certificate   |  |
| 5    | Opposition of GI registration  |  |
| 6    | Any others (please specify)  |  |
|      | <b>Section 6 - Protection of Plant Varieties and Farmers' Rights</b>                             |  |

|    |   |  |
|----|---|--|
| 1  | Application for registration of new variety, extant variety and farmer's variety along with necessary forms such as Form PV 1, PV 2 |  |
| 2  | Application for registration of Essentially Derived Variety with necessary forms such as PV 1 and PV 2                              |  |
| 3  | Notice for opposition (PV 3, PV 11, PV 13)  |  |
| 4  | Request for extension of time   |  |
| 5  | Application for renewal of registration   |  |
| 6  | Application for revocation (PV 15)  |  |
| 7  | Application for correction of register, alteration of denomination  |  |
| 8  | Application for compulsory license  |  |
| 9  | Request for certified copies of entries in the plant variety Register   |  |
|    | <b>Section-7 Protection of IC layout design</b>   |  |
| 1  | Application for registration along with necessary forms   |  |
| 2  | Notice for opposition   |  |
| 3  | Request for statement of grounds of decision  |  |
| 4  | Application for correction of errors or amendment   |  |
| 5  | Application for extension of time   |  |
| 6  | Application for rectification of the Register   |  |
| 7  | Application for registration of registered user (licensed)  |  |
| 8  | Application requesting registrar for preliminary advice Regarding originality or distinctiveness of a layout design                 |  |
| 9  | Application for certificate of Registrar  |  |
| 10 | Application for review of Registrar's decision  |  |
|    | N.B.: If any other parameter / schedule of service that IP firm wish to incorporate by the firm                                     |  |
|    | <b>Section- 7: Consultant charges per annum (services required defined in scope of work)</b>  |  |

**Notes:-**

1. All the columns shall be clearly filled . The tenderer should quote the rates and amount tendered by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender.
2. Bidder should mandatory to quote each services as mentioned above.

Signature and Seal of the Tenderer

**(COVERING LETTER)**

**(To be submitted along with technical bid on letterhead)**

**The Director**

Indian Institute of Science Education and Research,  
Dr. Homi Bhabha Road,  
Pune 411 008

**Subject:** Expression of Interest for Empanelment of Intellectual Property (IP) Firms

Reference: Tender Notice published in Daily newspaper / Institutes website / CPP Portal dated \_\_\_\_\_,

Sir,

With respect to the tender notice published in above mentioned Daily newspaper / Institutes website / CPP Portal, I / We hereby submit my / our tender in a required format.

I / We will adhere to the requirements prescribed by IISER Pune. I / We have carefully gone through the requirements, evaluation criteria, terms and conditions and prescribed formats carefully and I / We accept the same without any alterations/modifications.

Yours Sincerely,

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

**Seal of contracting agency/firm/company**

*(To be furnished on non-judicial stamp paper of Rs. 100/- duly attested by a Magistrate/Notary Public)*  
**(To be submitted along with technical bid)**

**AFFIDAVIT**

I/We (Name) \_\_\_\_\_ Contractor/Partner/Sole Proprietor (strike out which is not applicable of (Firm) \_\_\_\_\_ do hereby solemnly affirm and declare that the individual/firm/companies are not black listed by any Government Department / Autonomous body / Private Organization.

**DATE, THE      day      of 2020**

**DEPONENT**

**ADDRESS** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**VERIFICATION**

Verified that the content of above affidavit is true and correct to the best of my/our knowledge and belief. No part of it is false and nothing has been kept concealed there from.

**DATE, THE      day      of 2020**

**DEPONENT**

**ACCEPTANCE CERTIFICATE**

(To be submitted along with technical bid on letter head)

I..... (Designation)..... of

(Name of the Company) .....

Have read and understood and hereby accept the terms and conditions of the tender and agreement for the IP services.

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

**seal of contracting agency/firm/company**

Date:

Place:

**DETAILS OF PRESENT AND PAST CLIENT**

Please attach client certificates on their letterhead a period of the contract awarded,

| <b>Name &amp; Address of Client (s)<br/>(Do not use abbreviations)</b> | <b>Period (From - To)<br/>(DD/MM/YYYY)</b> | <b>Remarks<br/>(if any)</b> |
|--|--|-----------------------------|
|  |  |                             |
|  |  |                             |
|  |  |                             |
|  |  |                             |
|  |  |                             |
|  |  |                             |
|  |  |                             |

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

**Seal of contracting agency/firm/company**

**DRAFT FORMAT OF CLIENT CERTIFICATE**

[To be submitted on client's letter head. Certificate may be in any format but should have following minimum details]

Date :

**TO WHOMSOEVER IT MAY CONCERN**

This is to certify that (Name of Agency)\_\_\_\_\_ is / was engaged by us for IP services contract with effect from\_\_\_\_\_ to \_\_\_\_\_.

Details of the IP services provided by the Agency are as under:

| Sr | Period (DD/MM/YY) |    |
|----|-------------------|----|
|    | From              | To |
|    |                   |    |

During the period of contract, services provided by the Agency has been : Poor / Satisfactory / Good / Very Good / Outstanding (Strike out whichever is not applicable)

Signature of Authorized Signatory

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Company Seal / Stamp

**BIDDER INFORMATION FORM**

Company Name : \_\_\_\_\_

Registration Number : \_\_\_\_\_

Registered Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of Partners /Director : \_\_\_\_\_

\_\_\_\_\_

City : \_\_\_\_\_

Postal Code : \_\_\_\_\_

Company's Establishment Year : \_\_\_\_\_

Company's Nature of Business : \_\_\_\_\_

Company's Legal Status                      1) Limited Company

(tick on appropriate option )              2) Undertaking

3) Joint Venture

4) Partnership

5) Others

Company Category                              1) Micro Unit as per MSME

2) Small Unit as per MSME

3) Medium Unit as per MSME

4) Ancillary Unit

5) SSI

6) Others

**CONTACT DETAILS**

Contact Name : \_\_\_\_\_

Email Id : \_\_\_\_\_

Designation : \_\_\_\_\_

Phone No : ( \_\_\_\_\_ ) \_\_\_\_\_

Mobile No : \_\_\_\_\_



**BANK DETAILS**

Name of Beneficiary : \_\_\_\_\_

A/c. No. CC/CD/SB/OD: \_\_\_\_\_

Name of Bank : \_\_\_\_\_

IFSC NO. (Bank) : \_\_\_\_\_

**Enclose scan copy of cancelled Cheque.**

Branch Address and Branch Code: \_\_\_\_\_

\_\_\_\_\_

**Other Details**

Vendor's PAN No. \_\_\_\_\_

Vendor's GST No: \_\_\_\_\_x

Number of professionals (Partners/Associates) presently employed with the firm for patent related IP work in various fields and their profiles:

| SNo | Name of the Professional | Qualification | Area of expertise | Experience (No of years) | Number of cases held (Specify whether it is for Copyright, Trademark OR Patent OR Any other IP form, Litigation/ Opposition) |
|-----|--------------------------|---------------|-------------------|--------------------------|--|
|     |                          |               |                   |                          |  |

**DRAFT AGREEMENT**  
**(To be finalized on award of contract)**

**AGREEMENT**

This agreement has been signed on this \_\_\_\_ day of \_\_\_\_\_, 2020 at Pune

BETWEEN

**Indian Institute of Science Education and Research Pune** having its Office premises at Dr. Homi Bhabha Road, Pune - 401008 (hereinafter referred to as **INSTITUTE**) being “The Party of the First Part”.

AND

**M/s \_\_\_\_\_**, having its registered office at \_\_\_\_\_ (hereinafter referred to as **CONTRACTOR**) being “The Party of the Second Part”.

Whereas **INSTITUTE**, an Autonomous organization, under the Ministry of Human Resource Development, Govt. of India is in requirement to provide the IP Services control services as necessary.

Whereas **CONTRACTOR** is engaged and running the business of IP Services to the Central Government Organizations / Autonomous Institutions / Academic Institutions / Research Laboratories / Research Institutes etc.

AND WHERE AS **CONTRACTOR** undertakes to provide the services as per terms and conditions agreed upon by both the parties.

**NOW, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:-**

**TERMS AND CONDITIONS :**

1. Duration of the contract shall be initially for a period of 12 months effective from \_\_\_\_\_ to \_\_\_\_\_, subject to appraisal and review by the Institute authorities from time to time.
2. The contract can be extended beyond one year up to three years based on satisfactory performance with the approval of the competent authority of the Institute.

3. The Contractor will maintain strict secrecy and confidentiality about the clients of IISER Pune and information shared by IISER Pune and its clients. A declaration on 'Confidentiality and Non- Disclosure of Information of IISER Pune will be submitted by the Contractor.
  
4. Terms and conditions, requirements, obligations as enumerated in the Tender document shall also be part of this agreement unless otherwise specifically stated here.

**(Authorized Signatory)**

**(Authorized Signatory)**

Indian Institute of Science

Education and Research, Pune

PARTY OF THE FIRST PART-

PARTY OF THE SECOND PART-

INSTITUTE

CONTRACTOR

WITNESS

WITNESS

Signature\_\_\_\_\_

Signature\_\_\_\_\_

Name\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_