

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

Indian Institute of Science Education and Research Kolkata is an autonomous Institute under Ministry of Education, Government of India. The Director, IISER Kolkata invites EOI, for online bids (e-Tender in two bid system) for empanelment of intellectual property (IP) firms.

The Tender/EOI Document can be downloaded from Central Public Procurement (CPP) Portal <https://eprocure.gov.in/eprocure/app> or Institute website www.iiserkol.ac.in and bid is to be submitted online only through the CPP portal till the last date and time of submission of tender/EOI. No manual bids shall be accepted.

Technical Bid and Financial Bid should be submitted in the E-procurement portal in the respective folder as prescribed or mended in the tender details. 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

Important Dates of Tender:

Sl. No.	Particulars	Information
1	Date of Publication of EOI/Tender	14.12.2024 after 4.00 PM
2	Date of Starting of online Bid Submission	14.12.2024 after 4.00 PM
3	Date of Closing of online Bid Submission	30.12.2024 up to 2.00 PM
4	Probable Date of Opening of Technical Bid	31.12.2024 after 2.00 PM
5	Date of Opening of Financial Bid	To be notified later through online portal after the completion of technical bid evaluation

➤ PRE-BID MEETING:

A Pre-bid conference will be held at DoRD office, Administrative Building, Ground Floor, IISER Kolkata, Mohanpur, Nadia, 741246, West Bengal, India on 19/12/2024 from 11:30 AM. All prospective bidders are requested to attend the pre-bid meeting for any clarification. During the Pre-bid meeting the answers/clarifications to the queries will be made available and uploaded on 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.

INSTRUCTION TO THE BDDER

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 Kolkata 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 Kolkata in this regard shall be final and binding on all.

➤ **INSTRUCTIONS FOR ONLINE BID SUBMISSION**

This tender document has been published on the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) & Institute website www.iiserkolkata.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:**

- Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>) by clicking on the link "Click here to Enrol". Enrolment on the CPP Portal is free of charge.
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their account.
- 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.
- Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra, Patnasign, Xtratrust, Capricon, SignX, Vsign, etc.), with their profile.
- 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.
- 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.

- The CPP Portal also has user manual with detailed guidelines on enrolment 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.
- The Institute will not be responsible for any type of technical issue regarding uploading of Tender on website.

➤ **SEARCHING FOR TENDER/EOI DOCUMENTS:**

- 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.
- 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.
- 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**

- Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 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.
- 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.
- 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:**

- 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.

- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 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.
- The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 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.
- Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.
- Financial Bid to be submitted in excel sheet and PDF.

➤ **ASSISTANCE TO BIDDERS**

- 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.
- 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 bidders must upload the proper and authentic documents as proof of the following criteria. Additionally, the bidders should provide all the Annexure/Form as per the given format in the Tender document or corrigendum if any.

- 1) The IP firms willing to be empanelled for these tasks shall fulfil the following criteria & shall provide documentary proof regarding the same.
- 2) The IP Firm should be of good standing and have an experience of at least 3 years, servicing clients based in India and abroad.
- 3) The IP firm should have minimum three years of existence as an Indian entity.
- 4) 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.
- 5) The IP firm must have the requisite infrastructure and in-house capability.
- 6) The IP firm must be having profits in the last three years.
- 7) The IP firm should not have been blacklisted by any Central /State Government / Public Sector Undertaking, Govt. of India. A Self declaration on lettered to be submitted
- 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.
- 9) 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 attached / enclosed / refer attached document 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 Name, designation of contact person. Land Line No: Mobile No: Email:: (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.)	
3	Legal status – Individual / proprietary / partnership firm / limited company / corporation, etc.) (Submit Copy of the appropriate registration certificate)	Legal Status: Submitted / Not Submitted
4	The agency should have minimum three years of existence as an Indian entity	Submitted / Not Submitted Name of the Document Submitted

5	<p>Statutory details of agency / firm / company (Photocopies of the Registration Certificate / Allotment letter in the name of the agency / firm / company issued by the concerned authority to be submitted):</p> <p>1] Registration number of the firm issued under West Bengal Shops and Establishment Act and date of issue. Copy of the Registration certificate valid as on date 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>Turnover Certificate specifically having mention of “Turnover from IP Services business alone” duly certified by the Chartered Accountant to be submitted.</p> <p>Please do not submit cop of balance sheet / IT returns.</p>	<p>Financial Year – 2022-23: Rs. _____</p> <p>Financial Year – 2021-22: Rs. _____</p> <p>Financial Year – 2020-21: 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 client certificates on their letterhead [Draft - Refer Annexure 4] 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>	Yes / No
9	Articles and memorandum of association (if any) of the IP firm	Submitted / Not Submitted
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	Number of professionals (Partners/Associates) presently employed with the firm for patent related IP work in various fields and their profiles: <table border="1"> <tr> <th>S. No.</th> <th>Name of the Professional</th> <th>Qualification</th> <th>Area of expertise</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table> <table border="1"> <tr> <th>Experience (Nos. of years)</th> <th>Number of cases held (Specify whether it is for Copyright, Trademark OR Patent OR Any other IP form, Litigation/ Opposition)</th> </tr> <tr> <td> </td> <td> </td> </tr> </table>	S. No.	Name of the Professional	Qualification	Area of expertise					Experience (Nos. of years)	Number of cases held (Specify whether it is for Copyright, Trademark OR Patent OR Any other IP form, Litigation/ Opposition)			Please use the Format in Annexure - 6 Submitted / Not Submitted
S. No.	Name of the Professional	Qualification	Area of expertise											
Experience (Nos. 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 movable assets on letterhead of the agency / firm / company.	Submitted / Not Submitted / Not Applicable												
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												

Date:

Seal of contracting agency/firm/company

Name

TERMS AND CONDITIONS OF TENDER

- The Contracting agency / Firm / Company should have its office in Kolkata.
- Scanned copy of Tender Fee and EMD in favour of The Director, IISER Kolkata 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

IPR CELL, IISER KOLKATA

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH KOLKATA

Mohanpur, Nadia, 741246, West Bengal

Tel: 033 6136 0000 Extn.1175

Email: rnd@iiserkol.ac.in

- 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 Kolkata 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.

➤ **SECURITY DEPOSIT:**

- 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, Kolkata.

- 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.
- Bank Guarantee wherever mentioned in this document may be read as “Bank Guarantee from any Scheduled Bank” only.
- 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: -

- 20% of cost of order/ agreement per week, up to four week’s delays.
- 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.

➤ **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 other 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 fulfil all the requirements given in the Technical Bid and terms and conditions of the tender.
- 2) 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.
- 3) The Director, IISER Kolkata 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.
- 4) 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.
- 5) The decision of the Director, IISER Kolkata 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 Kolkata 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.
- 6) The contract cannot be transferred or assigned by the contractor to any other person/ firm.
- 7) Contractor shall pay GST, at the rates as applicable from time to time.
- 8) IISER Kolkata Right to vary Quantities at the time of Award:
- 9) The IISER Kolkata 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 Kolkata, the area/ quantities in the contract may be enhanced by 25 % within the contract period.

➤ **FRAUD AND CORRUPTION:**

The IISER Kolkata 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 indirectly, 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, non-competitive 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 Kolkata 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.

➤ **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.

➤ **TERMINATION OF THE CONTRACT:**

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

- A.** On giving one month notice by IISER Kolkata. OR
- B.** On the expiry of the contract, without any notice. OR
- C.** On giving one month notice by IISER Kolkata 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 service. OR
- D.** On assigning of the contract or any part thereof or any benefit or interest therein or thereunder by the contractor to any third party for sub-letting the whole or a part of the contract to any third party. OR
- E.** On contractor being declared insolvent by the competent Court of Law without any notice.
- F.** 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.

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

ISER KOLKATA

SCOPE OF WORK
QUOTATION FOR FILING AN INDIAN PATENT APPLICATION

SR NO	DETAILS	ITEM WISE BIDDER'S COMPLIANCE FOR THE ALL ITEMS [Mentioned the Items quoted or Not Quoted as Applicable]
1	Patentability Assessment	
2	Drafting and Filing a Provisional patent application	
3	Drafting and Filing a Complete patent application after filing a Provisional	
4	Drafting and filing a Complete patent application directly	
5	Request for expedited publication	
6	Request for expedited examination	
7	Request for Examination	
8	Replying to FER	
9	Attending a hearing (if Notice issued by Patent Office) and submission of written arguments	

If SI No. 1, 2. 3 applicable then SI. No. 4 NOT applicable and vice-versa.

*Specification should be within 30 pages and not more than 10 claims as applicable

**GST as applicable will be levied on Professional fee

**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 / bidders shall be considered for opening only if the bidders are qualified in the technical bid.
- The financial bids of short listed/technically qualified bidders only will be opened for further evaluation process. The bidders should quote all the items as given in the BoQ or EOI document. All interested bidders are requested to upload compliance of the same in technical cover as per Annexure -I.
- Bidders should not disclose the price bid in technical cover. If so, the entire bid may liable to disqualified with any prior intimation.
- IISER Kolkata will be preparing a master sheet of all the technically qualified bidders listing the schedule of services and the respective quotes submitted by each IP Firm. The Institute will select the lowest quote 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.
- The details of the evaluation and status of the EOI shall be uploaded to the CPP portal. Bidders shall be able check the status from the CPP Portal

TECHNICAL EVALUATION CRITERIA OF THE FIRMS
(ALL SUPPORTING DOCUMENTS SHOULD BE ENCLOSED)

The Evaluation of the Technical bid shall be made by the tender evaluation committee based on the following information and required supporting documents.

- 1) Number of IP filings in India with IPO (Patent, Trademark, Design) in the last three year. (Upload with details and documentary proof)
- 2) Number of Patents/Trade Marks/Design granted (India /abroad) for the clients (in India Abroad) during last three years. (Upload with details and documentary proof)
- 3) Prosecution Support work (Preparation of IDS/ Supplemental IDS etc. in last three years.
- 4) Facilitated Number of IP filings outside India (Abroad) (Patents / Trade Marks / Designs) in last three years
- 5) Available paid Search Tools (Minimum Two)
- 6) Patent Attorney expert available in firm:
 - Chemical Science
 - Life Sciences
 - Food Technology
 - Oil and Gas
 - Automobile
 - Metallurgy
 - Medical Devices
 - Energy
 - Biotechnology
 - Pharmaceutical Sciences
- 7) Capacity building programmes conducted for Govt. institutions Dept./Colleges/SMEs in last three years
- 8) Details with name address contact Number of list of Clients served in the last 3 Years (In India & Abroad)
- 9) Properly filled and signed copy of all Annexure/Form as per the given format and instructed (should be typed and printed and upload after proper scanning in legible format)
- 10) All supporting documents as mentioned in Eligibility criteria

FORMAT OF FINANCIAL BID
QUOTATION FOR FILING AN INDIAN PATENT APPLICATION

SR NO	DETAILS	OFFICIAL GoI FEE	PROFESSIONAL FEE**	Total Cost without Tax/GST
1	Patentability Assessment			
2	Drafting and Filing a Provisional patent application			
3	Drafting and Filing a Complete patent application after filing a Provisional			
4	Drafting and filing a Complete patent application directly			
5	Request for expedited publication			
6	Request for expedited examination			
7	Request for Examination			
8	Replying to FER			
9	Attending a hearing (if Notice issued by Patent Office) and submission of written arguments			

If Sl. No. 1, 2, 3 applicable then Sl. No. 4 NOT applicable and vice-versa for the Indenter/Institute. Quotation must be made for all 1 to 9 items. If any item quoted as zero [0] by any bidders, the offer/quote for the respective item will be treated as free cost.

*Specification should be within 30 pages and not more than 10 claims as applicable

**GST as applicable will be levied on Professional fee

BIDDERS ARE INSTRUCTED TO UPLOAD THE DETAILS BREAKUP OF THE FINANCIAL BID SECTION-IX OF THE EOI DOCUMENT AND TO BE UPLOADED IN THE RESPECTIVE FOLDER OF THE FINANCIAL COVER

[FORMAT OF ALL ANNEXURE]

(COVERING LETTER)

(To be submitted along with technical bid on letterhead)

To

The Director

Indian Institute of Science Education and Research, Kolkata

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 Kolkata. 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

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 20##

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.

Yours Sincerely,

Signature

Seal of contracting agency/firm/company

DETAILS OF PRESENT AND PAST CLIENT

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

Name & Address of Client (s) (Do not use abbreviations)	Period (From - To) (DD/MM/YYYY)	Remarks (if any)

Yours Sincerely,

Signature

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)

Yours Sincerely,

**Signature of the concern authority
with stamp and contact details**

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	Limited Company	
	Undertaking	
	Joint Venture	
	Partnership	
	Others	
Company Category	Micro Unit as per MSME	
	Small Unit as per MSME	
	Medium Unit as per MSME	
	Ancillary Unit	
	SSI	
	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		
Vendor's PAN No		
Vendor's GST No		

Yours Sincerely,

Signature Seal of contracting
agency/firm/company

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

S No	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)

Yours Sincerely,

Signature

Seal of contracting agency/firm/company

DRAFT AGREEMENT
(To be finalized on award of contract)

This agreement has been signed on this ____ day of _____, 20## at Kolkata BETWEEN Indian Institute of Science Education and Research Kolkata having its Office premises at IISER Kolkata, Mohanpur, Nadia 741246 (hereinafter referred to as INSTITUTE) being “The Party of the First Part”.

AND

M/s _____, having its registered office at _____ (CONTRACTOR) being “The Party of the Second Part”. (hereinafter referred to as 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 Kolkata and information shared by IISER Kolkata and its clients. A declaration on ‘Confidentiality and Non-Disclosure of Information of IISER Kolkata 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)

IISER, KOLKATA

PARTY OF THE FIRST PART

WITNESS

Signature

(Authorized Signatory)

AGENCY -PARTY OF THE SECOND PART

WITNESS

Signature