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मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान इलाहाबाद,
 इलाहाबाद-211004 (भारत)

Motilal Nehru National Institute of Technology Allahabad
 Allahabad-211004 (India)

An Institute of National Importance as Declared by NIT Act, GOI, 2007

INVITATION FOR APPOINTMENT OF REGISTERED IPR AGENTS/FIRMS
(For Contracts value estimated to cost less than Rs.25 lakhs)

1	Closing Date/Time for submission of Quotations	12/02/2014; 15:00 Hrs.
2	Opening Date/Time of Quotations	12/02/2014; 15:30 Hrs.
3	Quotations to be submitted at	The Office of Faculty-In-charge (Purchase) M.N.N.I.T. Allahabad, Allahabad-211 004 (U.P.)
4	Place of opening of quotations	The Office of Faculty-In-charge (Purchase) M.N.N.I.T. Allahabad, Allahabad-211 004 (U.P.)
5	Tender Fee	Rs. 200.00 (Non-refundable), in form of a Demand Draft drawn in favor of DIRECTOR, MNNIT Allahabad.
6	Earnest Money Deposit (EMD)	Rs. 3,000/- (Rs. Three Thousand only) , in form of FDR/Bank guarantee, from any of the Commercial Banks, drawn in favour of "Director, MNNIT Allahabad" payable at Allahabad, and valid for a period of 45 days beyond the final bid validity period
7	Venue of opening tender	Institute Conference Room, MNNIT Allahabad

Dear Sir

Director, Motilal Nehru National Institute of Technology (MNNIT) Allahabad invites Expression of Interest (EOI) from eligible and reputed IPR Agents/Firms for Appointment of IPR Agents/Firms at MNNIT Allahabad. Eligible firms/Individuals having experience in providing above services in India are invited to submit non binding expression of interest (EOI)

The quotation should be sent directly to the undersigned under Sealed Cover marked "Quotation Reference No., Date", and "The Due Date:

Sl. No.	Description of item	Quantity (Nos.)
1.	Appointment of Registered IPR Agents/Firms	01 Job

The sealed tenders must be submitted in the Office of the Faculty In-charge (Purchase), on or before **due date & time as mentioned above** in the office of the undersigned, in the presence of bidder's authorized representatives, who choose to attend and shall sign a register evidencing their attendance.

The tender/quotations NOT submitted in the prescribed format or Incomplete in any respect will be outrightly rejected.

Faculty in-Charge, Purchase
 MNNIT Allahabad

GENERAL TERMS & CONDITION (GCC)

1. **INFORMATION:** Intellectual Property rights have acquired centre-stage in academic/Research Institutions. The process of developing and protecting inventions demands expertise and experience. MNNIT Allahabad, wishes to set up a panel of Agents to undertake IPR protection activities on behalf of the Institute. The Institute invites proposals from interested parties for helping the Institute in managing, monitoring, executing the procedure of IPR protecting through National and International jurisdictions, including IPO, PCT, US, EPO.
2. **Minimum Qualification:** A valid registration with the Office of Controller (Full name), Proficiency in patent searches using computer databases, understanding of e-discovery processes and US style of disclosure writing.
3. **Experience:** (i) Minimum five years experience in IPR related matters as on December 31, 2013.
(ii) Minimum two patents publication. Experience of similar work in other premier Institution like IITs and NITs.
4. **Nature of Duties:** Conducting patent/Literature searches, collecting and analyzing technical information compiled from granted and published patents and technical papers/publications, prosecution of patents in India and abroad, including, writing detailed description of the invention, filing of patent application with different jurisdictions, preparing responses to report from patent examiners, working with overseas agents for International applications, meeting the deadlines, assignment of patent, protecting other forms of intellectual property viz. Industrial design, trademarks, copyrights, Plant variety and any other related matter in this regard.
5. **Bid Price:**
 - (a) The contract shall be for the full quantity as described above.
 - (b) All duties, taxes and other levies payable by the contractor under the contract shall be included in the total price.
 - (c) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
 - (d) The prices should be quoted in Indian Rupees only for indigenous items.
 - (e) Each bidder shall submit only one quotation.
6. **Validity of Quotation:**

Quotation shall remain valid for a period not less than **120 days** after the deadline date specified for submission.
7. **Evaluation of Quotations:**
 - (a) The purchaser will evaluate and compare the quotations determined to be substantially responsive, i.e., which
 - (i) are properly signed; and
 - (ii) conform to the terms and conditions, and specifications.
 - (iii) will be with tender fees, and EMD required, if any.
 - (b) The Quotations would be evaluated separately for each nature of works of different stages.
8. **Award of Contract:**

The Purchaser will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price.

 - Notwithstanding the above, the Purchaser reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.
 - The bidder whose bid is accepted will be notified for the award of contract by the Purchaser prior to expiration of the quotation validity period. The terms of the accepted offer shall be governed under Rule GFR-2005.
9. **Formats and Signing of Bid:**
 - Each & every pages of the submitted bid must carry the page numbers.
 - The bidders are not allowed to make additional and alteration in the tender document, any additions and alteration in the tender document, any additions and alterations shall be at bidder's risk. Conditional/modified tender are liable to be rejected.
 - The tender/quotations NOT submitted in the prescribed format or Incomplete in any respect will be outrightly rejected.
 - If the bid submitted without compliance sheet details of items the bid will be outrightly rejected.
 - The bid shall be typed or written in indelible ink and shall be signed by the Bidder/Tenderer or a person or persons duly authorized to bind the Bidder/Tenderer to the Contract. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.
 - Any interlineations, erasure or overwriting shall be valid only if they are initiated by the persons or persons signing the bid.
 - The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.
10. **Payment condition:** Payments are required to be quoted stagewise as given in **Annexure-C**. Payment shall be made only after completion of each stage and receiving satisfactory report by competent authorities. Advance payment is not permitted.

INSTRUCTIONS/GUIDELINES TO BIDDERS (ITB)

1. Bidders who had done the similar works for the Government departments, PSUs/NITs/IITs/IIITs and reputed Institutions and Organizations should only apply.
2. The bidder should enclose the clential list with contact address along with Phone/Fax for reference, for the quoted item.
3. The Bidders are requested to submit their Quotation with EMD in the form of Demand Draft/ Bank Guarantee/ Short term Deposit of the cost of items in favour of "The Director, MNNIT, Allahabad" payable at Allahabad. Quotation without EMD will be summarily rejected. EMD's of all Bidders will be returned back after the purchase order /contract agreement is issued to successful bidder.
4. Successful Bidders must have to submit the performance security @ 10% of the purchase order or contract value and it will be retained up to the warranty period.
5. The bidder should enclose relevant documents wherever necessary to substantiate his eligibility.
6. Motilal Nehru National Institute of Technology Allahabad, Allahabad, reserves the right to reject, accept any or whole or part of any of the tender without assigning any reason thereof and no claim will be heard. In case of dispute, the decision of The Director, MNNIT, and Allahabad will be final and binding.
7. If the successful bidder is not able to deliver the job offered within the delivery date specified in the work order, the work order will be automatically treated as cancelled after expiry of delivery date period. The vendor will have to submit an undertaking in this regard that this condition is acceptable to him. In case of extra ordinary circumstances the vendors must send a request for extension of validity of work orders, with proper justification prior to the expiry of validity date for consideration.

CHECK LIST (ON THE LETTER HEAD OF THE BIDDER)

The Bid will be the compilation of following documents, along with required supporting documents. No document in support of minimum eligibility criteria will be accepted / entertained after opening of tender.

Sl. No	Documents
1.	Cover letter by bidder (On the Letter Head of the Bidder)
2.	Tender Fee
3.	Earnest Money Deposit (EMD), if required
4.	Annexure-A : Bid Proposal Sheet (On the Letter Head of the Bidder)
5.	Annexure-B : Compliance of bidder with reference to the equipment (On the Letter Head of the Bidder)
6.	Annexure-C : PRICE BID (On the Letter Head of the Bidder)
7.	Annexure-D : BID SECURITY (BS)/EARNEST MONEY DEPOSIT (EMD) FORM
8.	Annexure-E : PERFORMANCE SECURITY FORM
9.	Annexure-F : AFFIDAVIT REGARDING BLACKLISTING/ NON-BLACKLISTING

ANNEXURE-A

BID PROPOSAL SHEET (ON THE LETTER HEAD OF THE BIDDER)

To
Faculty In-charge (Purchase)
MNNIT Allahabad, Allahabad

Subject: Appointment of "IPR Registered Agents/Firms" at MNNIT Allahabad, Allahabad.

Dear Sir,

We, the undersigned Tenderers, having read and examined in detail the specifications as specified in this document in respect of supply of **Registered IPR Agents** at MNNIT Allahabad, Allahabad do hereby propose to supply the required products and services.

Tender No.				
Tender Fees submitted		YES / NO (Please strike off whatever is not applicable)		
Amount	Mode	Date of Issue	Name of Bank	Valid up to
	Demand Draft			
EMD submitted		YES / NO (Please strike off whatever is not applicable)		
Amount	Mode	Date of Issue	Name of Bank	Valid up to
	Demand Draft			

- (i) **ADDITIONAL WORK ORDER:** We understand that the MNNIT Allahabad, Allahabad, in case of the requirements may also place repeat work order on the company. In such cases, we shall accept and execute all the purchase/work order placed on us by MNNIT Allahabad, Allahabad.
- (ii) **BID PRICING:** We further declare that the prices stated in our proposal are in accordance with your Terms & Conditions in the bidding document. We further understand that the quantities as specified in this Tender may increase or decrease at the time of Award of Work Order as per the requirements of MNNIT Allahabad, Allahabad.
- (iii) **QUALIFYING DATA:** We confirm that we satisfy the qualifying criteria and have attached the requisite documents as documentary proofs. In case you require any further information/documentary proof in this regard during evaluation of our bid, we agree to furnish the same in time to your satisfaction.
- (iv) **CONTRACT PERFORMANCE SECURITY:** We hereby declare that in case the contract is awarded to us, we shall submit the performance Guarantee Bond in the form of Bank Guarantee for the amount of 10% of the total order value.
- (v) **PAYMENT TERMS:** We hereby declare that in case the contract is awarded to us, we agree with payment terms specified in the tender documents.
- (vi) **CERTIFICATE AND DECLARATION:**
 - a) I/We certify that no addition/modification/alteration has been made in the Original Tender Document. If at any stage addition /modification /alteration is noticed in the Original Document, I/We will abide by the terms and conditions contained in the original tender document, failing which MNNIT Allahabad reserves the right to reject the tender and/or cancel the contract
 - b) It has been certified that all information provided in tender form is true and correct to the best of my knowledge and belief. We hereby declare that our proposal is made in good faith, without collusion or fraud. No forged /tampered document(s) are produced with tender form for gaining unlawful advantage. We understand that MNNIT Allahabad is authorized to make enquiry to establish the facts claimed and obtained confidential reports from clients.
 - c) In case it is established that any information provided by us is false / misleading or in the circumstances where it is found that we have made any wrong claims. Further MNNIT Allahabad is also authorized to blacklist our firm/company/agency and debar us in participating in any tender/bid in future.
 - d) I / We assure the Institute that neither I /We, nor any of my /our workers, will do any act which is improper / illegal during the execution in case the tender is awarded to us.
 - e) I / We assure the Institute that I / We will NOT be outsourcing any work specified in the tender document, to any other firm.
 - f) Neither I / We, nor anybody on my /our behalf will indulge in any corrupt activities /practices in my /our dealing with the Institute.
 - g) Our Firm / Company / Agency is not been blacklisted or banned by any Govt. Department, PSU, University, Autonomous Institute or any other Govt. Organization.
 - h) I/We certify that, I have understood all the terms & conditions (GCC and ITB etc.), as indicated in enquiry of the tender document, and hereby accept all the same completely.
 - i) I/We, further certify that I/We, possess all the statutory /non-statutory registrations, permissions, approvals, etc., from the Competent Authority for providing the requisite services,
 - j) We understand that you are not bound to accept the lowest or any bid you may receive.
 - k) I/We hereby declare that this tender on acceptance communicated by you shall constitute a valid and binding contract between us.
 - l) I/We certify that the submitted quotation is duly paginated and contains from page no. 1 to

Date:

Signature and Seal of the Manufacturer/Bidder

BIDDER INFORMATION SHEET for 'IPR AGENTS/FIRMS'
(ON THE LETTER HEAD OF THE BIDDER)

1. Name of firm:
2. Complete Address:
3. Registration no. with validity:
4. Contact Person:
- 4.1 Name and Designation:
- 4.2 Qualification:
- 4.3 Contact No.:
5. Number of Intellectual Property applications handled in the last five years.

Intellectual Property form	Applications field	Granted
Patent		
i) Indian		
ii) Foreign		
Trademarks		
Copyrights		
Designs		
IC-layout design		
New Plant variety		
Geographical Indications		

6. Profile of the firm and its technical competence
7. Registration number as patent, trademark agent etc. should be provided
8. List of Clients
9. Countries of operation
10. Any other pertinent Information you would like to supply

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**Financial Bid/ Schedule of Charges
(Excluding Govt. Fee)
(ON THE LETTER HEAD OF THE BIDDER)**

Section I: Patents

	Nature of Works	Rs.
	Stage-1	
1.	Drafting and filing application with complete specification in the first instant alongwith all necessary forms.	
2.	Preparing and filing a form for extension of time	
3.	Obtaining certified copies of patent applications	
	Stage-2	
4.	Subsequent report of corresponding application, if any	
5.	Discussion at Patent Office during prosecution of application per appearance.	
6.	Reporting of patent in order, obtaining and sending letters patent document	
	Stage-3	
7.	Working of patents: each report of working	
8.	Assignment and Licenses including Drafting deed form filing application for registration for assignment/license.	
	Stage-4	
9.	Seeking permission from National Biodiversity Authority (NBA) for filing IP application under section 6 of The Biological Diversity Act	
10.	Visits outside office & discussion	

Section II: Copyright

Stage	Nature of work	Rs.
1.	Application for registration of copyright	
2.	Meeting objections from the Registrar, Copyright	
3.	Drafting of any specific forms such as NOC	
4.	Application for registration of changes in the particulars of copyright entered in the Register of Copyrights	
5.	Filing application for a licence for translation (of one work in one language)	

Section III: Trademarks

Stage	Nature of work	Rs.
1.	Application for registration of trademark including certification trademark	
2.	Renewal of Trademark	
3.	Request for search and issuance of certificate	
4.	Request for assignment or transmission of trademark	
5.	Answering objections from the trademark office	
6.	Application filing in other countries	
7.	Request for search and issuance of certificate	

Signature and Seal of the Manufacturer/Bidder

Note:

- Bidders should provide copies of original Memorandum and Articles of Association, defining the constitution of legal status, place of registration and place of business of the company.

BID SECURITY (BS)/EARNEST MONEY DEPOSIT (EMD) FORM

Whereas¹ (hereinafter called "the Bidder") has submitted its bid dated..... (date of submission of bid) for the supply and Installation of (name and/or description of the goods/Service) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE..... (name of bank) of..... (name of country), having our registered office at..... (address of bank) (hereinafter called "the Bank"), are bound unto..... (name of Purchaser) (Hereinafter called "the Purchaser") in the sum of for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20 ____.

THE CONDITIONS of this obligation are:

1. If the Bidder
 - (a) Withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (b) Does not accept the correction of errors in accordance with the ITB; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
 - (a) Fails or refuses to execute the Contract Form if required; or
 - (b) Fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the Bank)

Name of Bidder

ANNEXURE-E**PERFORMANCE SECURITY FORM**

To: _____ (Name of Purchaser)

WHEREAS (Name of Supplier/ service provider)
Hereinafter called "the Supplier/ service provider " has undertaken, in pursuance of Contract (Notification of Award) No..... dated,..... 20... to supply and Installation.....
.....(Description of Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier/ service provider, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....20.....

Date.....20.....

Signature and Seal of Guarantors

.....

.....

Address:.....

AFFIDAVIT REGARDING BLACKLISTING/ NON-BLACKLISTING
(To be executed on Rs.10/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)

I / We Proprietor/ Partner(s)/ Director(s) of M/S. ----- hereby declare that the firm/company namely M/S.-----
-----has not been blacklisted or debarred in the past by **MNNIT Allahabad/ NITs/ IITs/IIITs/ Central Universities/ IISERs/CSIR labs etc. or any other Government organization** from taking part in Government tenders.

Or

I / We Proprietor/ Partner(s)/ Director(s) of M/S. ----- hereby declare that the firm/company namely M/S.-----
-----was blacklisted or debarred by ----- Name of Organization or Government Department ----- from taking part in Government tenders for a period of ---
----- years w. e. f.-----.

The period is over on-----and now the firm/company is entitled to take part in Government tenders. In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by MNNIT Allahabad, and EMD/SD shall be forfeited. In addition to the above MNNIT Allahabad, will not be responsible to pay the bills for any completed/ partially completed work.

Signature

Name.....

Capacity in which assigned:

Name & address of the firm:

Date:

Signature of Bidder with seal.