

# MOTILAL NEHRU NATIONAL INSTITUTE OF TECHNOLOGY ALLAHABAD



**TENDER**

For

**APPOINTMENT OF IPR AGENT/FIRMS AT MNNIT ALLAHABAD**



मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान इलाहाबाद  
प्रयागराज-211004 (भारत)  
MOTILAL NEHRU NATIONAL INSTITUTE OF TECHNOLOGY ALLAHABAD  
PRAYAGRAJ-211004 (INDIA)

Ref: 438/PO/IPR Agent/2024-25

Date: 02/08/2024

**OPEN TENDER (TWO BID SYSTEM)**

for

**APPOINTMENT OF IPR AGENT/FIRMS AT MNNIT ALLAHABAD**

Nature of Bidding:	Two Bid System: 1st - Techno-Commercial Bid 2nd - Price Bid
Bid to be submitted	Online at CPPP viz <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a>
Date of Issue/Publishing	05/08/2024 (1800 Hrs.)
Last Date & Time for submission of Bids	27/08/2024 (1500 Hrs.)
Date & Time for Opening of Technical Bids	28/08/2024 (1530 Hrs.)
Venue of Opening of Technical Bid:	Room No. 203, Conference Hall (Purchase Office), MNNIT Allahabad
Date & Time of opening of Financial Bid	To be informed later.
EMD Amount (In Rs.)	₹10,000.00 (Rupees Ten Thousand only)
Address for Communication	Assistant Registrar (Admin-III) Motilal Nehru National Institute of Technology Allahabad, Teliarganj, Prayagraj-211004
Contact No.	0532-2271056, 2271057, 2271030
E-Mail Address :	<a href="mailto:purchase@mnnit.ac.in">purchase@mnnit.ac.in</a>
EMD (Earnest Money Deposit)	₹ 10,000.00 (Rupees Ten Thousand only) (To be paid through NEFT/RTGS. The Bank details of MNNIT Allahabad is as under: Name of the Bank Account: MNNIT Allahabad Account No.: 77660100015948 Name of Bank: Bank of Baroda IFSC Code: BARBOVJMNRE (Note: Transaction Receipt to be uploaded)

**NOTE:** The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per T&C with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.



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

APPOINTMENT OF IPR AGENT/FIRMS AT MNNIT ALLAHABAD

Motilal Nehru National Institute of Technology Allahabad invites Online Bids for the following:-

Sl. No.	BRIEF DESCRIPTION OF THE SERVICES
1.	Appointment of IPR Agent at MNNIT Allahabad
	(Detailed Compliance of work attached at Annexure-A)

ANNEXURE-A

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

- Name of firm:
- Complete Address:
- Registration no. with validity:
- Contact Person:
  - Name and Designation:
  - Qualification:
  - Contact No.:
- Number of Intellectual Property applications handled in the last five years.

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

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

Note:

- Agents/firms 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.

### Pre-qualification Criteria (POC)

The following will be the minimum Pre-Qualification Criteria (POC). Responses not meeting the minimum PQ will be summarily rejected and will not be evaluated further:-

Sl. #	Pre Qualification Criteria	Supporting Documents required
1.	The bidder shall be a legal entity, registered as a Company/LLP/Society/partnership firm/Proprietorship firm under respective acts in India	Self-attested copy of Company Incorporation Certificate from ROC/Partnership deed etc.
2.	The bidder must be registered in India with taxation and other administrative authorities	Self-attested Copy of GST Registration or GST exemption certificate/ PAN Card
3.	The bidder should have provided similar services for at least five (5) immediate preceding years dealing with domain related matters in NITs, IITs, IIITs and other Centrally funded institutions. (For IP firms expertise especially in handling Patent applications in the field of Drug/Pharmaceutical, Chemical, Biological, Biotechnology, Agriculture and Medical Devices, Vaccines)	Self attested Copy of the Work Order arranged in chronological order i.e. latest first and letter of successful completion from the client.
4.	The bidder must have annual turnover of Rs. 2 Crore during the last three financial year (FY 2021-22, 2022-2023 and 2023-2024).	Certificate with UDIN number from the Organization/Audited Balance sheets for last three financial years, Income Tax return
5.	The bidder should have been in the panel of any three NITs, IITs, IIITs and other Centrally funded Institutions in India in preceding five years	Self attested Copy of the Work Order arranged in chronological order i.e. latest first and letter of successful completion from the client.
6.	The bidder should not have been blacklisted by any NITs, IITs, IIITs and other Centrally funded Institutions.	Undertaking on the Letter Head of the Bidder duly signed & Stamped by Authorized Signatory.
7.	The bidder should have a registered office in India and must have an established office in Delhi/NCR	Electricity/Telephone Bill or nay other supporting documents starting the address duly certified by he Owner/Authorized Representative of the Company.

**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/IITs/ 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/Performance Security shall be forfeited. In addition to the above, MNNIT Allahabad shall not be responsible to pay the bills for any completed/ partially completed work.

Signature .....

Name.....

Capacity in which signed: .....

Name & address of the firm: .....

Date:

Signature of Bidder with seal.

**AGREEMENT FOR EMPANELMENT OF IPR REGISTERED AGENTS**

**Motilal Nehru National Institute of Technology Allahabad (MNNIT)**

And

.....  
For

"Empanelment of IPR Registered Agents/Firm"

The Memorandum of Agreement is executed on this date ..... between Motilal Nehru National Institute of Technology Allahabad established by the Act of Parliament 'National Institute of Technology Act 2007' and represented through its ....., hereinafter referred to as the "**First Party**" which term unless repugnant to the context includes its representatives, executors, administrator and assigned of the one part.

AND

.....Firm having its registered office at ..... hereinafter referred to as the "**Second Party**" which term unless repugnant to the context includes its representatives, executors, and administrator and assigned of the other part.

WHEREAS "Second Party" is interested to act as IPR Agent for helping "First Party" in managing, monitoring, and executing the procedure of execution of IPR (Intellectual Property Right) protection through National and International Jurisdictions including IPO,PCT,US,EPO.

AND WHEREAS "First Party" is interested to empanel a Firm/Individual to undertake IPR protection activities on behalf of "The Institute" for a period of Twelve (12) months i.e. from ..... to ..... on the following terms and conditions:

**1. DEFINITIONS OF TERMS**

- 1.1. In this Empanelment (as hereinafter defined) the following words and expressions shall have meanings hereby assigned to them, except where the context requires otherwise:
- 1.2. The "MNNIT" shall mean Motilal Nehru National Institute of Technology with its premises located at Prayagraj, India.
- 1.3. M/s ..... the Second Party, whose Bid has been accepted by the MNNIT & includes the firm/Agencies legal representatives, his/her successors and permitted assignees.
- 1.4. The "BID/ TENDER" shall mean the proposal/ offer, along with supporting documents, submitted by the Bidder for considerations of the MNNIT.
- 1.5. The "BID/ TENDER DOCUMENT" shall mean the documents issued by the MNNIT containing various terms and conditions, scope of work, any requirements etc., or generally laid out in various sections spelling out the basis, procedure, modes, methods and formats for the Bidders to prepare their BIDS, for submission to the MNNIT. The Bid documents shall include the invitation to BID, instructions, proposal forms and all addenda/ corrigenda/ amendment issued by the MNNIT. The same shall be part of this Agreement.
- 1.6. The "AWARD OF CONTRACT" shall mean an official intimation from the MNNIT to successful Bidder to the effect that his/ their Bid has been accepted in accordance with the provisions contained therein.
- 1.7. The "WORK" shall mean and include all works to be executed, all items and things to be provided/ done and services and activities to be performed by the M/s ..... in accordance with the terms of the empanelment.
- 1.8. The "EMPANELMENT or AGREEMENT" shall mean the agreement between the MNNIT and second party for the execution of the work included the Bid Document, Award of Contract, agreed variations to the Bid Documents if any, Schedule of Rates and other relevant documents submitted by the M/s ..... and as accepted by the MNNIT.

## 2. SCOPE OF WORK

The Scope of work shall encompass the following activities:

- 2.1 The "Second Party" shall perform the work of drafting, filing, prosecuting, representing and appearing on behalf of the "First Party" before various judicial, quasi –judicial and administrative bodies in relation to matters involving Trademark, Patent, Design, Copyrights, Geographical Indications and other Intellectual Property Rights.
- 2.2 The projects shall be handled by the "Second Party" upon receipt of the relevant information and instructions in writing by the "First Party".
- 2.3 Copy of the general terms and conditions as accepted by the "Second Party" at the time of submission of the Tender/Bid shall be presumed to be the part of this agreement.
- 2.4 "Second Party" shall on a regular basis keep the "First Party" informed of all the legal incidences, time frames, processes and developments involved in the matters assigned by "First Party" to "Second Party".

## 3. FEES

- 3.1 The "Second Party" shall be entitled to issue invoice against the "First Party" in accordance with the Financial Bid as was furnished by the "Second Party" at the time of submitting the tender and which has been accepted by the "First Party".
- 3.2 Income Tax as per statutory provision shall be deducted from the bills and remitted to Income Tax authorities by Accounts Department of MNNIT Allahabad. A TDS certificate shall be issued by the Institute to the Contractor for such deductions.
- 3.3 Institute shall make timely payments through Electronic Payment Mechanism (viz NEFT/RTGS/ECS) Bank details have to be provided by the Contractor.
- 3.4 Institute shall be liable for any consequences, whatsoever, in case there is a delay in making payments for any reasons resting with contractor. Further, no interest shall be paid on such delayed payments.

## 4. MODE OF PAYMENT:

- 4.1 The amount of fees shall be paid only after completion of each stage and receiving satisfactory report by authorized competent authorities, which is specified below:

### Section I: Patent

Stage-1	Nature of Work
1.1	Drafting and filing application with complete specification in the first instant alongwith all necessary forms with a request for early publications and early examination.
1.2	Preparing and filing a form for extension of time (If needed).
1.3	Obtaining certified copies of patent applications
Stage-2	Nature of Work
2.1	Subsequent report of corresponding application, if any
2.2	Discussion at Patent Office during prosecution of application per appearance.
2.3	Reporting of patent in order, obtaining and sending letters patent document and maintenance of patent.

Stage-3	Nature of Work
3.1	Assignment and Licenses including Drafting deed form filing application for registration for assignment/license.
Stage-4	Nature of Work
4.1	Seeking permission from National Biodiversity Authority (NBA) for filing IP application under section 6 of The Biological Diversity Act
4.2	Visits outside office & discussion (If needed)

#### Section II: Copyright

Stage	Nature of work
1.	Application for registration of copyright with request for early examination.
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 license for translation (of one work in one language)

#### Section III: Trademark

Stage	Nature of work
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

#### Section IV: Filing of foreign patent applications

Stage	Nature of work
1.	Filing of a patent application in each country patent (Can be as a percentage of foreign associates bills)
2.	Charges for prosecuting each application till grant of patent including all desired action (Can be as a percentage of foreign associates bills)
3.	Subsequent filing of forms/Citations, etc.
4.	Charges for renewal each year.

IPR Agent/Firms may quote their professional fees (all inclusive) in the BOQ format (Excel Sheet).

4.2 The payment shall be remitted by the "First Party" within a period of 90 (ninety) days from the date of receipt of the invoice by the "First Party".

4.3 The service of invoice shall be made by the "Second Party" electronically through email, in addition to serving hard copy by courier/post to the "First Party". Provided that the service of invoice shall be deemed to completed upon receipt of the invoice by the "Second Party" through either electronic or physical delivery, or both.

#### 5. DURATION OF THE AGREEMENT

5.1 The agreement shall be valid for a period of 03 (THREE) Years from the date of the execution of agreement, which is extendable for a period of a further period of one year on two occasions. However, the total period of contract shall not exceed five years on the same terms and conditions, including costs, from the date of commencement of work, subject to quarterly appraisal and review by the designated authority of the "First Party".



**6. TERMINATION**

6.1 The "First Party" shall be entitled to terminate the agreement before the schedule time by giving an advance notice of three (03) months only in case it does not find the performance of the "Second Party" to be satisfactory as per the parameters set out in the agreement of the contract or not in conformity with the terms and conditions of the agreement. In the event of premature closure of the contract, for reasons mentioned hereinabove, the security deposit shall be absolutely forfeited by the "First Party".

**7. AMENDMENTS AND ADDENDUM TO BID:**

7.1 At any time prior to the deadline for submission of bids, MNNIT Allahabad may at its own discretion and for any reason whatsoever whether as its own initiative or in response to a clarification requested by a bidders modify the Bid documents by notifying any such amendment as may be drafted/incorporated to the original bid documents.

7.2 The amendment and addendum, if any will be notified by MNNIT Allahabad or published on the MNNIT Allahabad website ([www.mnnit.ac.in](http://www.mnnit.ac.in)) before the last date of submission.

7.3 In order to allow bidders reasonable time to take the amendment in to account in preparing their bids, the MNNIT Allahabad may at its discretion, extend the deadline for the submission of bids and any such extension will be notified by MNNIT Allahabad.

**8. CONFLICT OF INTEREST:-**

8.1 The Bidders shall not receive any remuneration in connection with the assignment except as provided in the "Service and Confidentiality Agreement"

**9. WARRANTY OF THE AGENCY:-**

9.1 The agency shall warrant that it is under no contractual restrictions of legal disqualification or other obligations which will prohibit form entering into agreement and that the statement and particulars herein contained in this bid and in the relevant and supporting documents to this bid are correct.

**10. DISPUTE RESOLUTION**

10.1 Any dispute or difference arising out of or in connection with this agreement shall be determined by the appointment of a single arbitrator to be agreed between the parties, or failing agreement within fourteen days, after either party has given to the other a written request to concur in the appointment of an arbitrator, by an arbitrator to be appointed by the "First Party". The decision of the arbitrator decision shall be final and binding upon the parties. The place of Arbitration shall be Allahabad. The Indian laws shall be applicable to the arbitration.

11. All documents submitted by the second party including tender document shall be presumed to be the part of the Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED, SEALED AND DELIVERED THIS DEED OF AGREEMENT ON THE DAY, DATE AND YEAR FIRST ABOVE WRITTEN.

Authorized Signatory of the Second Party,  
(Post of Authorized Signatory)  
(Name of Second Party)

Registrar  
Motilal Nehru national institute of Technology  
Allahabad

For and on behalf of  
(Name of the Second Party)

For and on behalf of  
Motilal Nehru national institute of Technology  
Allahabad

Witness:

(1).....

(2).....

Witness:

(1).....

(2).....