



NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION & RESEARCH, RAEBARELI

(An Institution of National Importance under Ministry of Chemicals and Fertilizers,
Department of Pharmaceuticals, Government of India)

Bijnor-Sisendi Road, Sarojini Nagar,
Near CRPF Base Camp, Lucknow (UP) - 226002

EXPRESSION OF INTEREST (EOI)
FOR
INTELLECTUAL PROPERTY RIGHTS CONSULTANT

File No. एनआईपीईआर/आरबीएल/एसएंडपी/EOI/2023-24

Dated: 18 Apr 2023

Expression of Interest (Eoi)

Expression of Interest is invited on behalf of the Director, NIPER, Raebareli- 226002 for IPR CONSULTANT

IMPORTANT INFORMATION

	DATE
Starting Date for downloading Eoi documents	18-04-2023 at 1300 Hours.
Last date and time for submission of completed Eoi documents	08-05-2023 at 1300 Hours
Pre Bid Meeting	28-04-2023 at 1500 Hours
Date and time for Opening of Eoi (Technical Bid)	08-05-2023 at 1500 Hours

The detailed Eoi document with specifications and terms & conditions are available on NIPER-Raebareli website <http://niperraebareli.edu.in> (under the heading **Tender**). If there will be any amendments, will be displayed at NIPER-Raebareli website only.

Interested parties may submit the EOI proposal document containing the detailed terms & conditions with subject/superscripted "Eoi for IPR Consultant" by hard copy to The Director, National Institute of Pharmaceutical Education and Research (NIPER) Raebareli Trasit Campus, Near CRPF Camp Bijnor-Sisendi Road, P.O. : Mati, Sarojini Nagar, Lucknow - 226 002 (U.P.)

Email ID : sapana.k@niperraebareli.edu.in

Website : www.niperraebareli.edu.in

DIRECTOR

**EXPRESSION OF INTEREST (EOI)
FOR
INTELLECTUAL PROPERTY RIGHTS (IPR) FIRM**

The National Institute of Pharmaceutical and Education Research invites expressions of interest (EOI) for IPR Firm dealing in consultation, filing, registration and prosecution of Intellectual Property (IP) applications.

The proposals should include the details mentioned in the format which may be downloaded from NIPER-R website <http://niperraebareli.edu.in/>

The selection of an IPR firms will be based on an internal evaluation process and on predefined criteria.

It is the sole discretion of NIPER-R to shortlist firms at any stage of the empanelment process. The advertisement does not constitute and will not be deemed to constitute any commitment on the part of NIPER-R. If an EOI is not in the given format, or if a material misrepresentation is made or uncovered, or if the firm fails to respond promptly and thoroughly to requests for additional information, NIPER-R reserves the right to reject the EOI. The application form and all the enclosures should be verified with relevant documents and must be signed by an authorized person of the firm.

A. Application form

B. Profile and Business Competencies of the Firm

C. Schedule of charges

D. Information and Instructions for Applicants

E. Terms and conditions of NIPER-R

NIPER-R will not be held responsible for the delay in postal/courier service, and you are requested to take care of acknowledgment.

Interested firms may submit the EOI in the given format as mentioned above in a sealed envelope by **May 08, 2023 (1300 Hours)** to The Director, NIPER-RAEBARELI.

OBJECTIVES: To assist the Institute in IPR examining and filing related to inventions made within the institute or with external organizations or private bodies or individuals.

The Institute is seeking Expressions of Interest (EOI) from law firms interested in empaneling them for filing and managing Intellectual Property Rights (IPRs), drafting and vetting technology licensing documents and other legal documents for partnership agreements, as well as providing other technical-legal services on a case-to-case basis as per the institute's IPR policy.

Scope of Work:

1. Assessment, drafting, filing, prosecution, opposition, and maintenance of Indian and International patent applications
2. Ensuring copyright, design, trademark, and layout designs are registered and maintained
3. Maintenance of existing patents/patent portfolio
4. Handling litigation of intellectual property infringements and assistance to inventors as needed
5. The representative(s) of firm should be available to have onsite interaction whenever required at our functional campus (presently Lucknow).

Prequalification Criteria:

1. The firm must be registered in India under Indian Law and should have a minimum of five years of experience.
2. The firm should possess professional expertise, especially in handling patent applications in the field of pharmaceutical sciences (specialized branches) specifically in pharmaceuticals, medicinal chemistry, biotechnology, pharmacology, and toxicology, and other allied areas of science.
3. The firm must have the requisite infrastructure and in-house capability.
4. The firm should have a local office in Lucknow.
5. The firm should not have been blacklisted by any Central/State Government /Public Sector Undertaking, Govt. of India.
6. The firm should not be involved in any major litigation that may have an impact on affecting or compromising the delivery of services.

GUIDELINES FOR SUBMISSION OF EOI

The EOI should **INVARIABLY BE SUBMITTED IN TWO BID SYSTEM CONTAINING TWO PARTS AS DETAILED BELOW:**

1. PART-I: TECHNICAL BID IN ONE SEALED COVER.

- a) **Annexure- I and Annexure III.**
- b) Prescribed Format mentioned in **Annexure- II** along with all supporting documents.
- c) Bid security declaration as per **Annexure-VI**

2. Part-II: FINANCIAL BID IN ONE SEALED COVER.

- a) Prescribed format mentioned in the **Annexure-IV & V**

BOTH THE SEALED ENVELOPES SHOULD THEN BE PUT IN OTHER COVER INDICATING THEREON:

- A. Reference No. of the Tender : एनआईपीईआर/आरबीएल/एसएंडपी/EOI/2023-24
- B. Tender regarding : _____
- C. Name of the firm: _____

The final sealed cover should be addressed to:

**The Director, NIPER-R, Department of Pharmaceuticals, Government of India) ,Bijnor - Sisendi Road,
Sarojini Nagar, Near CRPF Base Camp, Lucknow (UP) - 226002**

PLEASE NOTE THAT PRICES SHOULD NOT BE INDICATED IN THE TECHNICAL BID. THE PRE QUALIFICATION DOCUMENTS AS REQUIRED IN THE EOI INVARIABLY BE ACCOMPANIED WITH THE TECHNICAL BID.

**NOTE:- TENDERS SUBMITTED WITHOUT FOLLOWING TWO-BID SYSTEM PROCEDURE AS MENTIONED ABOVE
WOULD BE SUMMARILY REJECTED**

GENERAL INFORMATION TO BIDDERS

- i) All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such cases. If any particular query is not applicable, it should be stated as "**Not Applicable**". However, the bidders are cautioned that not giving complete information called for in the tender forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bidder being summarily disqualified.
- ii) The Tenders should be typewritten or handwritten but there should not be any overwriting or cutting or interpolation. Correction, if any, shall be made by neatly crossing out, initialing, dating, and rewriting. The name and signature of the bidder's authorized person should be recorded on each page of the application. All pages of the tender document shall be numbered and submitted as a package along with a forwarding letter on agency's letterhead.
- iii) Bidders must keep their offer open for a minimum period of 120 days from the date of opening of the tender, within which the bidders cannot withdraw their offer. However, subject to the period being extended further, if required, by mutual agreement from time to time.
- iv) Reference, information, and certificates from the respective clients certifying the technical, delivery and execution capability of the bidder should be signed and the contact numbers of all such clients should be mentioned. The NIPER-R may also independently seek information regarding the performance from the clients.
- v) The bidder is advised to attach any additional information, which they think is necessary in regard to their capabilities to establish that the bidder is capable in all respects of successfully completing the envisaged work. However, advised you not to attach superfluous information. No further information will be entertained after the tender document is submitted unless the Institute calls for it.
- vi) **Incorrect or misleading information:** If the bidder deliberately gives incorrect or misleading information in their tender or wrongfully creates circumstances for the acceptance of the tender, NIPER-R reserves the right to reject such a tender at any stage.
- vii) All explanatory remarks and clarifications, which the Bidder may desire to make, must be incorporated in the offer form, failing which the remarks/clarifications shall be ignored and the tender dealt with as it stands.
- viii) Even though the agency may satisfy the qualifying criteria, it is liable to disqualification if it has a record of poor performance or not able to understand the scope of work etc.
- ix) **EoI should be sent by Registered Post/Speed Post/By Hand within the last date so as to reach us before the closing date i.e. by 1300 Hours on 08-05-2023**
- x) Apart from the original quotation to be submitted in the manner detailed above, no copies should be sent to any other office of NIPER-R. Such EoI will not be valid quotations. EoI sent through other than the above mode mentioned and EoI not submitted in the standard formats given in the tender document will be summarily rejected.
- xi) The payment shall be in Indian Rupees and shall be paid only after the successful completion of work without error and delays. No advance payment shall be made and the successful bidder has to sign an agreement on non-judicial stamp paper which shall contain clauses related to liquidated damages on account of delays, errors, cost and time over-run etc.. In case the bidder fails to execute the contract, The NIPER-R shall have liberty to get it done through any other agency with full cost recoverable from the bidder in addition to damages and penalty.
- xii) Bidders are neither allowed to join hands to participate in the tender nor allowed to submit multiple bids. In case of detection of such, their bid(s) is / are liable to be rejected. Bidding through consortium is not allowed.
- xiii) The Director, NIPER-R reserves right to award the work/cancel the award without assigning any reason. Initially the contract will be for two years extendable up to 3 years at the discretion of competent authority.

- xiv) At any time before the submission of bids, NIPER-R may amend the bid document by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Bidders and will be binding on them. Bidders shall acknowledge receipt of all amendments.
- xv) If the amendment is substantial, Bidder(s) shall be given reasonable time to make the amendment or to submit a revised bid and the deadline for submission of bids will be extended by NIPER-R
- xvi) All the prospective bidders must take permission through Email ID: sapana.k@niperraebareli.edu.in by 26.04.2023 for attending the Pre-bid meeting.

RIGHT TO ACCEPT OR REJECT EOIs:

A. The Eoi is liable to be rejected inter-alia:

- a) If it is not in conformity with the instructions mentioned in the Eoi document.
- b) If it is not properly signed by the Agency.
- c) If it is received by email or any other mode.
- d) If it is received after the expiry of the due date and time.
- e) If the bid security declaration in lieu of EMD is not enclosed.
- f) If it is not accompanied with proper documents.
- g) If the notarized affidavit accepting the terms and conditions of the Eoi is not submitted along with the Eoi.

B. This office reserves the right to:

- a) Accept / Reject any of the Eois in full or part thereof.
- b) Revise the requirement at any time or at the time of placing the order.
- c) Add, modify, relax, or waive any or all of the conditions stipulated in the Eoi specifications wherever deemed necessary.
- d) Reject any or all the Eoi in s part or full without assigning any reasons thereof.

EXPRESSION OF INTEREST – DETAILS

A. SCOPE OF WORK

The IP firm will be responsible for filing and obtaining patents such as prior art search from the commercially available database, patent drafting, filing, subsequent filing of documents as required, request for examination, request for early publication, prosecution, reporting of an office action, filing of suitable responses and other activities that are required for grant of patent and renewal of patents.

- Technical support in ideation, selection, and filtering of unmet needs, novelty assessment, preliminary search, and concept validation.
- Comprehensive prior art search, freedom to operate, coverage, patent landscape, search report generation (within the stipulated time period), discussion with the inventors, and validation of patentability as per the existing rules and regulations in India (IPO) and abroad (USPTO, EPO, etc.)
- Assessment, drafting, filing, prosecution, opposition, and maintenance of Indian and foreign patent applications and patents
- Drafting support for provisional and complete specification patent filing, in discussion with the inventors
- Support in the filing of provisional and complete specification patents to the respective patent offices through physical as well as electronic modes (online submission), within the stipulated time period.
- Status tracking of filed patents and communication to the inventors once published.
- Should take over already filed and published patents from the Institute.
- Technical support in handling pre- and post-grant opposition, revocation, and restoration of patents as per the existing IP acts in India and abroad
- Support in the filing of a request for examination with the requisite details and in the stipulated time period, in discussion with the inventors.
- Technical support following the first examination report (FER), to rectify queries if any.
- Maintenance of existing patents/patent portfolio
- Representation before the Appellate Board in India, miscellaneous actions under the relevant Act, etc., and technical support in Handling IP infringement or litigation cases
- Support after post-grant and maintenance renewal of the patents. Intellectual Property management in registration and maintenance of copyright, design, and trademark
- There should be a dedicated technical support team for the Institute and interaction with inventors
- Subject experts in the field of pharmaceuticals, chemistry, biotechnology, pharmacology and toxicology, and allied science
- The firms are to organize training/discussion sessions at the institute for the institute officials at least once in a period of 03 months.

B. ELIGIBILITY CRITERIA:

1. The firm must be registered in India under Indian Law and should have a minimum of ten years of experience with public sector R & D entities/organizations dealing with all types of IP including services for Patents, Designs, Copyrights, Integrated circuits layouts, Trademarks & Service Mark
2. The firm should possess professional expertise, especially in handling patent applications in the field of pharmaceutical sciences (specialized branches) specifically in pharmaceuticals, medicinal chemistry, biotechnology, pharmacology, and toxicology, related to composition, formulation, phytochemical, and diagnostics as well as in allied sciences.
3. The firm must have the requisite infrastructure and in-house capability.
4. The firm should not have been blacklisted by any Central/State Government /Public Sector Undertaking/Autonomous Bodies, Govt. of India.
5. The firm should not be involved in any major litigation that may have an impact on affecting or compromising the rendering of services.
6. The firm should have a local office in Lucknow.
7. The firm should have an annual turnover of not less than 5 lakhs per year and should not have registered any loss during any of the last three years.
8. The Minimum number of patents drafted/ filed in the last 3 years should not be less than 100 in the field of pharmaceutical sciences (specialized branches) specifically in pharmaceuticals, medicinal chemistry, biotechnology, and pharmacology and toxicology, and other allied areas of science.

C. Details of Business Competencies of the IP Firms to be provided

1. Full Name of IP firm, web address, telephone number, etc.
2. Complete address of the main office and all branch offices across the country along with telephone numbers and email addresses of the firm
3. Place of work: Owned / Leased
4. Date of establishment and Registration of the IP firm
5. Legal status of the IP firm (attach attested copies of the original document)
6. Particulars of registrations/certifications if any with various government/nongovernmental bodies (attach attested photocopy)
7. Particulars of the membership/partnership /
8. Detailed particulars of the memorandum of understanding (if any) of the IP firm
9. Particular partnership with startups, incubator/accelerator services
10. Partnership agreement between the firm and its partner(s) clearly highlighting the scope of work for each
11. Details of PAN (Permanent Account Number) of IP Firm, GST # (Tax deduction and Collection Account Number) and other Important Registration numbers may also be provided
12. Complete the list of all the assignments of the last 5 years along with names of clients (Individual Inventors / Government / Private) handled by the IP firm during the last three years.
13. Area(s) of Specialization: (Patents / Trademarks / Copyright / Designs / Geographical Indications / Litigation / Opposition / Contracts / Other IP-related activities)
14. Number of professionals (Partners/Associates) presently employed with the firm for patent-related IP work in various fields and their profiles.
15. Any other important information

D. Other Terms and conditions:-

1. The selected IP firm will sign an undertaking with NIPER-R for providing the services to NIPER-R and its clients as per the final rate with GST
2. The selected IP firm will enter into a 'Confidentiality and Non-Disclosure Agreement' with NIPER-R, for maintaining strict secrecy and confidentiality.
3. The selected IP firms will provide quality services within reasonable time frames. However, if at any point in time, it is found that the services are not satisfactory and there is any delay in the services NIPER, Raebareli has the right to terminate the consultancy services.
4. The selected IP consultant after providing the services should submit their bills (separately for the professional services rendered and for reimbursement of Government Fees paid if any) to NIPER-R for release of payment indicating the details as per the Schedule of Services.

E. Criteria for the opening of Financial Bid:

1. The financial bid shall be opened for only those bidders who have been found to be technically eligible i.e. bidders with a **technical bid score of 60** and above.
2. The financial bids shall be opened in the presence of representatives of technically eligible bidders, who may likely be present.
3. The Institute shall inform the date, place, and time for the opening of financial bid. All other financial bids will not be opened. The earnest money Deposit submitted by the disqualified agency shall be released after the opening of the financial Bid.
4. The total amount quoted (including GST) for the patent application filing & prosecuting and the total amount for the copyright applications will be taken separately for the selection of firm.
5. The Institute will select the lowest quote (including GST) for patent application filing & prosecution separately and copyright filing and prosecution separately. The firm which gets L1 (lowest financial bid) will be selected as a consultant for NIPER-R. Patent application filing and prosecution will be the first priority for NIPER-R.

F. Other details:

PERIOD OF CONTRACT

The tendered rates and the validity of bids shall be for a minimum period of:-

Two years from the date, as the tender is finalized /awarded plus another additional year with the escalation of 5-10% above the lowest accepted rate with negotiation between the parties of the Contract, or till the finalization of the next tender by the Institute, whichever is earlier. The Continuity of the Contract for 2nd and 3rd year will be based on the satisfactory completion of the service of the 1st and 2nd year as the case maybe.

CONFIDENTIALITY

- The Bidder and their personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information relating to the services, agreement, or the NIPER-R business or operations without the prior consent of the NIPER-R.
- NIPER-R also reciprocally agrees that all information concerning trade secrets, know-how, technical data, research, products, development, inventions, processes, engineering techniques, strategies, internal procedures, employees, and business opportunities and services rendered by the Bidder to such of its customers along with the information pertaining to its businesses and the proprietary information of the Bidder described herein as "confidential information", belonging to the Bidder and which may come into the possession or custody of NIPER-R in the course of providing services by the Bidder hereunder shall not be disclosed or divulged to any third parties or make use or allow others to make use thereof either for its own benefit or for the benefit of others directly or indirectly.

SUSPENSION

The NIPER-R may, after giving a written notice of suspension to the Bidder, and considering the representation, if any, submitted to him within a period of 15 days from receipt of such notice, suspend all payments to the Bidder, if the Bidder fails to perform any of its obligations (including the carrying out of the services) provided that such notice of suspension:-

Shall specify the nature of the failure and
Shall direct the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Bidder.

The NIPER-R may engage some other agency for the completion of suspended work, which will be carried out at the risk, and cost of the Bidder.

PENALTY CLAUSE

1. If confidentiality is not maintained double the contract amount will be imposed as a penalty besides criminal action will be taken as per the laws of the land.
2. The Agency must continue to attend to the assigned work of NIPER-R after the expiry of the contract period and will continue to work till an alternative arrangement is made.

3. Any other penalty imposed by the Director, NIPER-R as deemed fit.

TERMINATION FOR DEFAULT

Either Party may, without prejudice to any other course of action for breach of contract, by written notice of 60 days to the other party, terminate the agreement in whole or in part, if:

- The defaulting party fails to perform any or all of the obligations within the time period(s) specified in the agreement or any extension thereof granted, by the other party.
- The quality of the delivery of various tasks is not up to the satisfaction of the NIPER-R.
- The defaulting party fails to perform any other obligation under the agreement.

In the event of the NIPER-R terminating the contract in whole or in part, the NIPER-R may procure, upon such terms and in such a manner as it deems appropriate, items or services similar to those undelivered, and the Bidders shall be liable to NIPER-R for any excess costs for such similar items or services. However, the Bidder shall continue with the performance of the contract to the extent not terminated. The Bidder shall stop the performance of the contract from the effective date of termination and hand over all the documents, data, etc. to NIPER-R for which payment has been made. The Bidder may withdraw items, for which payment has not been made. No consequential damages shall be payable to the Bidder in the event of termination.

TERMINATION FOR CONVENIENCE

The NIPER-R, by written notice of at least 90 days sent to the Bidder, may terminate the contract, in whole or in part thereof, at any time for its convenience. The notice of termination shall specify that termination is for the NIPER-R's convenience and also the extent to which the performance of the Bidder under the contract is terminated, and the date on which such termination becomes effective.

The NIPER-R shall accept the items/services, which are completed and ready for delivery within 30 days after the Bidder's receipt of notice of termination, at the contract terms and prices.

For the remaining items/services, the NIPER-R may elect:

To have any portion completed and delivered at the contract terms and prices; and/or

To cancel the remainder and pay to the bidder an agreed amount for partially completed items/services and for services previously accomplished by the Bidder.

TERMINATION FOR INSOLVENCY

The NIPER-R may at any time terminate the contract by giving notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In this event, the termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the NIPER-R.

DISPUTE SETTLEMENT

It is mutually agreed that all differences and disputes arising out of or in connection with this agreement shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the sole Arbitrator/ Arbitrators as per Conciliation and Arbitration Act 1996, appointed by the Competent Authority whose decision shall be final and binding on both the parties. All the disputes will be settled within the jurisdiction of Lucknow only.

CONFLICT OF INTEREST

The Agency shall not have a conflict of interest. The selected agency shall not engage in activities that conflict with the interest of the Institute under the Contract and shall be excluded from the continuation of the services under the Contract.

DISCLAIMER

NIPER-R shall not be responsible for late receipt of an application for any reason whatsoever. The applications received late will not be considered and will be returned unopened to the Agency.

DECLARATION BY THE IP FIRM CONSULTANT

DECLARATION

1. I, Son/Daughter of Shri.
Proprietor / Partner/Director/ Authorized Signatory of.....
competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the E.O.I and hereby convey my acceptance of the same.
3. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we, am/ are well aware of the fact that furnishing any false information / fabricated document would lead to rejection of my tender at any stage and liabilities towards prosecution under appropriate laws.
4. I do not have any litigation / arbitration history with any Government department/ Public Sector Undertaking / or any other public authority, with which any MoU/Agreement was/has been executed/undertaken.
5. Further, I hereby confirmed and declared that _____ is not blacklisted/debarred by any Government Department/Public Sector Undertaking/Private Sector/or any other agency for which works/assignments/services have been executed/undertaken.

Full Name of Authorized Signatory with address, mail id, and mobile number

Signature of Authorized Signatory with date

Place:

Date:

Seal of Establishment:

N.B : The above declaration, duly signed and sealed by the authorized signatory of the company, should be enclosed with Technical bid

Evaluation Methodology / Pre-Qualification Criteria

S. NO.	Criteria	Maximum Marks
Pre-Qualification Criteria Supporting copy of documents required. (All documents must be self-attested by the applicant or a person authorized by the Applicant).		
1	The Firm shall be a legal entity registered under the respective laws in India. Requisite documents as mentioned in the Eligibility criteria above	NA
2	The Firm must be registered in India with taxation and other administrative authorities. - PAN Card/ GST Registration	
3	The Firm should have practiced for at least five 5 years in the profession and the relevant field. - Relevant documents	
4	The Firm should not have been black-listed by any Central /State Government / Public Sector Undertaking, Govt. of India, at least in three (3) immediately preceding years. - Declaration on the Letter Head of the Firm duly signed & Stamped by Authorized Signatory (As per Annexure –I).	
5	The Firm should not be involved in any major litigation that may have an impact of affecting or compromising the conditions required under this EOI and in the Agreement. - Undertaking on Firm Letter Head, duly signed and stamped (As per Annexure –I).	
6	Recommendations/testimonials from Present and Past Clients of the last 3 years	
7	Sound Financial standing of the Applicants/ Firms in terms of annual turnover, during the last three financial years (relevant certificate from Auditor must be appended) (As per Annexure-III)	
8	The Law Firms shall be on the panel of at least one Central or State Govt. organization /PSU/Govt. Autonomous Organization/ Govt. Institution at the time of submitting of EOI.	
TECHNICAL BID (Max. Marks – 100)		
1	Past Experience of the firm (Max Marks – 55)	55
1.1	Number of years of experience in the field of pharmaceuticals sciences (specialized branches) specifically in pharmaceuticals, medicinal chemistry, biotechnology, pharmacology, and toxicology, related to composition, formulation, phytochemical, and diagnostics as well as in allied sciences (5 years or more experience in filing and prosecution of IP, more particularly in patents.) (Max Marks – 08) (5 to 10Years – 05 Marks) (11 to 15 Years – 06 Marks) (16 Years & Above - 08 Marks)	08

1.2	<p>Number of patents drafted, filed, prosecuted, and granted in India and Foreign jurisdictions; and the ratio in Indian & Foreign jurisdiction preferably 3:1 (Max Marks – 15)</p> <p>(Up to 100 – 5 Marks)</p> <p>(From 101 to 500 – 10 Marks)</p> <p>(501 & above – 15 Marks)</p>	15
1.3	<p>Number of Patents drafted/ filed in last 3 years period in the following sectors: (Max Marks – 15)</p> <p>a) Pharmaceuticals science (formulations, compositions, process, and development methods) Sector</p> <p>b) Life sciences and Diagnostics Sector</p> <p>c) Phytochemicals sector</p> <p>(Details to be provided in annexure)</p> <p>(Up to 100 – 5 Marks)</p> <p>(From 101 to 300 – 10 Marks)</p> <p>(301 & above – 15 Marks)</p>	15
1.4	<p>The number of countries where the firms have the capability to represent.</p> <p>(Max Marks – 10)</p> <p>(Up to 50 Countries – 5 Marks)</p> <p>(51 to 100 Countries – 8 Marks)</p> <p>(101 & above – 10 Marks)</p>	10
1.5	<p>Experience in filing and prosecution of Copyright, Trademark, and Design applications (Max Marks – 4)</p> <p>(05 to 10 Years – 2 Marks)</p> <p>(10 Years & above – 4 Marks)</p>	04
1.6	<p>Experience in capacity-building programs conducted for government institutions in the last five years</p>	03

2	Experience of Personnel Qualifications (Max Marks – 30)	30
2.1	Academic Qualification (Max Marks – 5)	05
2.2	<p>Activities carried out in the last 5 years, particularly regarding pharmaceuticals sciences (specialized branches) specifically in pharmaceuticals, medicinal chemistry, biotechnology, pharmacology, and toxicology, related to composition, formulation, phytochemical, and diagnostics as well as in allied sciences (Max Marks – 15)</p> <p>a) Drafting/ Filing of Patents</p> <p>b) Drafting/ vetting of Agreement(s) - License Agreement/ Collaboration Agreement/ IP Assignment/Non-Disclosure agreements (NDA)/ Material Transfer Agreements (MTA)/ contract research agreements, etc.</p> <p>c) Trademark/ copyright applications /Design applications</p> <p>(Up to 100 – 5 Marks) (From 101 to 500 – 10 Marks) (501 & above – 15 Marks)</p>	15
2.3.	<p>No. of employees with PhDs in pharmaceutical sciences/life sciences with Legal/IPR degrees. (Max Marks – 10)</p> <p>(Up to 5 Employees – 5 Marks) (More than 5 Employees – 10 Marks)</p>	10
3.	<p>The financial strength of the Firm (Max Marks – 15)</p> <p>The annual turnover figure for the last three years (minimum annual turnover of Rs.5 lakhs)</p> <p>(Rs. 5 to 10 Lakhs – 7 Marks) (Rs. 11 to 20 Lakhs – 10 Marks) (21 Lakhs & Above – 15 Marks)</p>	15

Financial Strength of the Firm					
Annual turnover for last three Financial Years					
Ser No	Financial Year	Whether Profitable (Yes/No)	Annual net profit (in Lakhs of Rs.)	Overall annual turnover (in Lakhs of Rs.)	Annual turnover from only Consultancy services rendered in India (in Lakhs of Rs.)
1	2019-20				
2	2020-21				
3	2021-22				

Note: Please attach auditor's certificate (Certified copy) in support of your claim.

Signature of the applicant

Full name of applicant Stamp & Date

ANNEXURE-IV– For Financial bid –(Patent)**Rate including for IPR – patent Applications filing and prosecuting**

Ser No	Type of work	Price in INR (Including GST)
1.	Prior art search / patentability search, support and search report generation per concept / idea	
2.	Drafting and filing applications with Provisional specification along with all necessary forms such as: Form 2, Form 3, Form 5, Form 8, and Form 26	
3.	Drafting and filing complete specification after filing provisional specifications with all necessary forms such as Form 1, Form 2, Form 3, Form 5, Form 8, Form 18, and Form 26	
4.	Drafting and filing application with complete specification in the first instant along with all necessary forms such as Form 1, Form 2, Form 3, Form 5, Form 8, Form 18, and Form 26	
5.	Taking over already filed application, per case	
6.	Drafting and filing of patent of addition	
7.	Drafting and filing of divisional application	
8.	CADD drawing support – per diagram A4 page	
9.	Preparing and filing a form for extension of time (Form 4)	
10.	Late submission of forms/documents	
11.	Filing a request for early publication (Form 9)	
12.	Filing of a request for examination – per filing	
13.	Obtaining certified copies of patent applications	
14.	Reporting official action including FER, SER etc	
15.	Amending specification and re-filing in response to FER, SER etc (Form-13)	
16.	Discussion at Parent Office during prosecution of application per appearance	
17.	Attending to the restoration of lapsed patents, filing petitions and attending to payment of fees (Form 15)	
18.	Drafting deed form	
19.	Filing application for registration for assignment/license (Form 16)	
20.	Filing application regarding change of name, address, nationality, etc.	
21.	Application for registration of copyright (Form 4)	
22.	Application for registration of charges in the particulars of copyright entered in the Register of Copyrights (Form 5)	
23.	Application for restricting importation of infringing copies under Section 53 of the Act (Form 60)	
24.	Filing notice for relinquishment of copyright (Form 1)	
25.	Filing application for a license for translation (of one work in work language) (Form 2)	
26.	Filing application for a license for publication / translation / reproduction (compulsory license) (Form 2A)	
27.	Meeting objections from the Registrar, Copyright	
28.	Drafting of any specific forms such as NOC	
	TOTAL AMOUNT	

All rates should be inclusive of GST wherever applicable

PRICE BID FORMAT

(The rate quoted in this page will be taken into account for the evaluation of the financial Bid)

I. Name of the SERVICE: **INTELLECTUAL PROPERTY RIGHTS CONSULTANT – PATENTS
FOR NIPER-RAEBARELI.**

Total AMOUNT (All inclusive price as per Annexure IV)

Rupees in words _____

BID SECURITY DECLARATION IN LIEU OF EMD

Date:

To,
The Director,
National Institute of Pharmaceutical Education and Research (NIPER) Raebareli Trastit Campus, Near
CRPF Camp Bijnor-Sisendi Road, P.O. Mati Sarojini Nagar LUCKNOW-226 002 (U.P.)

Dear Sir/Madam,

Sub: BID SECURITY DECLARATION in respect of No.: NIPER, RAEBARELI/CHD/Empanelment of
vendors for IPR Consultant

We hereby undertake to abide by all the tender conditions unconditionally. We further undertake as follows:

- a. We will not withdraw our bid during the period of bid validity specified in the tender.
- b. In the case we are one of the successful bidders who are being empaneled, we will not withdraw or amend the tender conditions or impair or derogate from the tender.
- c. We shall furnish a performance guarantee as per the provisions of the tender document within the time stipulated.

In the event of any breach of this undertaking, we understand and acknowledge that we shall be blacklisted for a period of 03 years from the date of breach from any future assignments with NIPER, RAEBARELI.

Date: _____ Place: _____

Signature of authorized person with seal
Name of Authorized Signatory