

**INDRAPRASTHA INSTITUTE OF INFORMATION  
TECHNOLOGY DELHI**



**TENDER DOCUMENT FOR**

**Expression of Interest for Empanelment of  
Intellectual Property Right (IPR) Firms**

**Okhla Industrial Estate, Phase- III,  
(Near Govindpuri Metro Station),  
New Delhi -110020**

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**TENDER NOTICE**

[IRD/2021/IPR/001]

**EOI FOR EMPANELMENT OF INTELLECTUAL PROPERTY RIGHT  
(IPR) FIRMS**

Indraprastha Institute of Information Technology Delhi (IIIT-Delhi) is a State University under Government of NCT Delhi.

The IIIT Delhi invites EOI) for empanelment of Intellectual Property Right (IPR) firms.

The Tender Document can be downloaded from Institute website [www.iiitd.ac.in](http://www.iiitd.ac.in) and bid is to be submitted **offline** only..

**A) Important Dates of Tender:**

Sr.	Particulars	Date	Time
1	Date of Online Publication / Download of Tender	08/09/2021	17:30 Hrs
2	Bid Submission Start Date	08/09/2021	17:30 Hrs
3	Bid Submission Close Date	29/09/2021	17:30 Hrs
4	Closing date & time for Submission of original EMD & Tender Fee / Exemption Related Certificates, documents	29/09/2021	17:30 Hrs
5	Opening of Technical Bids	Will be communicated over the email	
6	Opening of Financial Bids	Will be communicated over the email	

**Amendment to Bidding Documents:**

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

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

The Registrar, IIT Delhi 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 IIT Delhi in this regard shall be final and binding on all.

**Registrar**

**ASSISTANCE TO BIDDERS:**

Any queries relating to the tender document and the terms and conditions contained therein will be addressed only on email. The last date for submission of tender is **29<sup>th</sup> September 2021**.

Bidders have to submit their bids both technical & financial separately in a sealed and signed envelope at

**Finance Manager - IRD**  
**Room No: A-306, Third floor**  
**Indraprastha Institute of Information Technology Delhi**  
**Okhla Industrial Estate, Phase - III**  
**New Delhi - 110020**  
**Tel: 011-26907119**  
**Email: [admin-ird@iiitd.ac.in](mailto:admin-ird@iiitd.ac.in)**

Only hard copies of the bids will be accepted. Incomplete bids will be summarily rejected.



**ELIGIBILITY CRITERIA**

The IPR firms willing to be empaneled shall fulfill the following criteria & shall provide documentary proof regarding the same:

1. The IPR Firm should be of good standing and have an experience of at least 5years, servicing clients based in India and abroad. (Please enclose work orders for last 5 years)
2. The IPR firm should have a minimum 5years of existence as an Indian entity. (Please enclose incorporation certificate)
3. The IPR 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. (Please enclose the relevant documents)
4. The IP firm must have the requisite infrastructure and in-house capability. (Please enclose the relevant documents)
5. The IPR firm must be having profits in the last three years. (Please enclose the audited financial statement for the year 2018-19, 2019-20, 2020-21 or a CA Certificate)
6. The IP firm should not have been blacklisted by any Central /State Government / Public Sector Undertaking, Govt. of India. (Please enclose an affidavit attached as Annexure 1)
7. The IP firm should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services. (Please enclose the relevant document)
8. The IP firm shall submit an undertaking on its letter head, duly signed and stamped, that none of the staff, faculty members, relatives, etc. of the Indraprastha Institute of Information Technology-Delhi are related directly or indirectly to any employees, Directors, or Key Managerial Personnel, etc. of the IP firm. In the event of the IIIT-D coming to know or pointed about the same, the IP firm undertakes to deposit a sum of Rs.1,00,000/- (Rs. One Lakh only) as a penalty with the Institute. Such IP firm shall be liable to be blacklisted and announced on the website of IIIT-D.

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 RIGHT (IPR) FIRMS**

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

S. No.	Particulars	Value
1	Firm Name	
2	Firm Profile (150-200 words)	
3	Contact Person Name	
4	Contact Number	
5	Email	
6	Firm/Entity Registration Certificate	
7	Firm PAN Card Number (attach a copy of same)	
8	Firm GST Number (attach a copy of same)	
9	Total Relevant Experience	
10	Experience in Academia (Please attach list)	
11	Experience in Industry (Please attach list)	
12	Total number of employees	
13	Firm Registered Address	
14	Client List of Last five years	
15	Foreign Patent Filing Experience (Please attach a relevant supporting)	
16	Turnover of Firm from Patent Filing	
17	Date of Establishment	
18	Specialized field of Patent Filing	

Signature :

Name:

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

Seal of contracting  
agency/firm/company



**TERMS AND CONDITIONS OF TENDER**

Tender Fee of Rs.1000/- + GST @ 18%, EMD of Rs. 25000/- 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 :

**Finance Manager - IRD  
Room No. A-306, Third Floor  
Indraprastha Institute of Information Technology Delhi  
Okhla Industrial Estate, Phase - III  
New Delhi - 110020  
Tel: 011-26907119  
Email: admin-ird@iiitd.ac.in**

**EMD and tender fee amount can be deposited through ‘Demand Draft’ in favor of IIIT Delhi - Project**

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

- At the first stage, the Technical Bids shall be opened on due date and technical evaluation shall be carried out based on the Technical Bid Proforma, documents submitted in support, tendered terms, conditions, eligibility etc. Tenderer who submits Financial Bid with Technical Bid shall be disqualified. Bidders technically disqualified shall be intimated.
- The Financial bids of only those tenderers will be opened who are declared qualified by the Technical Evaluation Committee. If tenderer quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered. In case of multiple tenderers emerging as Lowest (L 1), the contract shall be then awarded to the tenderer with L 1 rates. Also, the other selected agencies if empanelled will have to provide their services at L1 rates only.
- 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 IIIT Delhi 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**

- (i) Within fifteen (15) days of the award of contract, the agency shall furnish a Security Deposit amounting to Rs. 1,00,000/- in the form of Demand Draft/Bank Guarantee (from scheduled Bank only) favoring IIT Delhi. The IIT Delhi will forfeit the 10% security deposit if agency fails to execute the order as per the Work Order. This Security Deposit will be refunded to the agency only on successful completion of the contract.
  - (ii) Bank Guarantee wherever mentioned in this document may be read as “Bank Guarantee from any Scheduled Bank” only.
  - (iii) The Security Deposit which is mentioned above may be extended as Performance Bank Guarantee for a period of contract.
- In case the Agency fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, Institute reserves the right to impose the penalty as detailed below: -
    - (i) 20% of cost of order/ agreement per week, upto four week’s delay.
    - (ii) After four weeks' delay the Institute may cancel the agreement and get this job to be carried out preferably from another agency. The difference, if any, will be recovered from the defaulter Agency 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, renewable on yearly basis based upon satisfactory performance. The rates quoted should be valid for 3 years.

## GENERAL TERMS AND CONDITIONS

1. Agency must fulfill all the requirements given in the Technical Bid and terms and conditions of the tender.
2. 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 Registrar 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 Registrar with regard to the determining of quality of work/services done by the Agency or his employees shall be final and acceptable to the Agency. The Registrar IIT Delhi, reserves the right to get the work/services so rejected done/replaced at his own level at the risk and cost of the Agency after giving him a notice in writing and the expenditure incurred on this count shall be recovered from the Agency from his outstanding dues or by revocation of any or all parts of the security/bank guarantee, as he may think proper.
6. Based upon the services and experience in the subject areas of the empaneled firms, the quantum of awarding the work to the empaneled agencies will be decided by the IP Committee.
7. The contract cannot be transferred or assigned by the Agency to any other person/ firm.
8. Agency shall pay GST, at the rates as applicable from time to time.
9. IIT Delhi Right to vary quantities at the time of Award:
10. The 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.

### Fraud and Corruption:

The IIT Delhi enquires that bidder, suppliers, and Agencies, 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:

- (i) **“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;
- (ii) **“Fraudulent practice”** means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (iii) **“Collusive practice”** means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, noncompetitive levels; and
- (iv) **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 IIT Delhi 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, **Registrar interpretation of the clauses shall be final and binding on all parties.**

- The Agency shall confirm 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 Agency under this Contract or out of the security deposits of the Agency.

#### **TERMINATION OF THE CONTRACT :-**

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

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

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

In case of extension beyond the initial period of one year, the Agency 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 Agency shall keep on discharging his duties as before till the expiry of notice period.

**LAST PAYMENT:** The last payment of the Agency will be cleared only after obtaining clearance of any liabilities not pending.

**JURISDICTION :** The contract will be subject to Delhi Jurisdiction, In case of any dispute, only Delhi Court will have jurisdiction.

**Registrar**

## SCOPE OF WORK

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

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

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

**Bid / Tender evaluation Methodology for Empanelment of Intellectual Property Right (IPR) 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 parameters has to be enclosed.

The financial bid of the IP firm / bidder will be considered for opening only if it secures a minimum technical score of 70% or more of the obtainable score in the evaluation of the technical proposal.

**Selection Criteria**

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

The financial bid of the bidder will be opened only to those bidders who secure a minimum technical score of 70% in the evaluation of the technical proposal. All the qualified agencies need to accept the L1 price. IIIT Delhi reserves the right to reject any/all the bids in part/or in full without assigning any reason. The decision of IIIT Delhi in this regard will be final and binding. The same cannot be challenged in any forum thereafter.

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

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

Sl No	Technical Capacity Criteria	Grading of Score/Points	Maximum Score (Total 90)	Obtained Score
1	Number of IP filings in India with IPO (Patent, Trademark, Design) in the last five year	Up to 50 Filings = 5 Marks Every additional IP filing = 0.25 Marks	10	
2	Number of Patents/Trade Marks/Design granted (India /abroad) for the clients (in India Abroad) during last five years	Up to 20 granted = 5 Marks Every additional IP granted = 0.5 Marks	10	
3	Prosecution Support work (Preparation of IDS/ Supplemental IDS etc. in last five years	Up to 50 = 2.5 Marks Every additional one=0.25 Marks	05	
4	Facilitated Number of IP filings outside India (Abroad) (Patents / Trade Marks / Designs) in last five years	Up to 15 Filings = 8 Marks Every additional IP filing = 0.5 Marks	15	
5	Available paid Search Tools (Minimum Two)	1 database = 2.5 Marks 2 and above = Additional 2.5 Marks	05	
6	Patent Attorney expert available in firm (i) Computer Science Engineering (ii) Electrical Engineering (iii) Computational Biology (iv) Human Centered Design Engineering (v) Social Science and Humanities (vi) Others	Up to Five (5) Domains = 5 Marks additional domain=1 Marks each	10	
7	Capacity building programmes conducted for Govt. institutions Dept./Colleges/SMEs in last five years	Up to 10 = 2.5 Marks Every additional one=0.5 Marks	05	
8	Geographical location in Delhi/NCR	Office in Delhi = 10 marks Delhi/NCR	10	

9	Number of Clients served in the last 5 Years (In India & Abroad)	Patent Related: Up to 30 Clients=5 Marks For additional client: 0.5 Marks	10	
		Trade Mark Related: Up to 10 clients =4 Marks Every additional client: 0.25 Marks	05	
		Geographical Indications: Up to 5 clients = 2 Marks Every additional client: 0.25 Marks	2.5	
		Industrial Design: Up to 05 clients = 2 Marks Every additional client: 0.25 Marks	2.5	
		<b>TOTAL MARKS</b>	<b>90</b>	
		<b>The financial bid of those bidders will be opened who secure minimum technical score of 70% i.e 63 marks in the evaluation of the technical proposal.</b>		

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

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

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

Sl	Type of work	Price (INR)
	<b>Section 1: Patent</b>	
<b>1</b>	<b>Application</b>	
1.1	Drafting and filling application with Provisional specification along with all necessary forms such as:Form2,Form3,Form 5, Form 8, and Form 26	
1.2	Drafting and filling complete specification after filing provisional specification with all necessary forms such as Form 1, Form 2, Form 3,Form5,Form8,Form18,andForm26	
1.3	Drafting and filing of patent of addition	
1.4	Drafting and filing of divisional application	
1.5	Making request for filing patent outside India (Form 25)	
1.6	Taking over already filed application, per case	
1.7	Charges towards filing various if not done earlier at the time of filing the application such as Form3,Form8,Form18and Form 26.	
1.8	Seeking permission form National Biodiversity Authority (NBA) for filing IP application under section 6 of The Biological Diversity Act	
<b>2</b>	<b>Extension of time &amp; late filing (preparing and filing)</b>	
2.1	Preparing and filing a form for extension of time (Form 4)	
2.2	Late submission of forms/documents	
<b>3</b>	<b>Prosecution</b>	
3.1	Obtaining certified copies of patent applications	
3.2	Reporting official action including FER, SER etc	
3.3	<b>Amending specification and re-filing in response to FER, SER etc (Form-13)</b>	
3.4	Subsequent report of corresponding application, if any	



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

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

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

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

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

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

**Notes:-**

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

Signature and Seal of the Tenderer

**(COVERING LETTER)**

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

**The Registrar**

Indraprastha Institute of Information Technology Delhi (IIIT Delhi)  
Okhla Industrial Estate, Phase-III  
New Delhi - 110020

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

Reference: Tender Notice published in Daily newspaper / Institutes website dated

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Sir,

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

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

Yours Sincerely,

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

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

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

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

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

**AFFIDAVIT**

I/We (Name)\_\_\_\_\_Agency/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 2021**

**DEPONENT**

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

**VERIFICATION**

Verified that the content of the 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 2021**

**DEPONENT**



**ACCEPTANCE CERTIFICATE**

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

I..... (Designation) of

(Name of the Company) .....

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

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

seal of contracting agency/firm/company

Date:

Place:

## DETAILS OF PRESENT AND PAST CLIENT

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

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

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

Seal of contracting agency/firm/company

**DRAFT FORMAT OF CLIENT CERTIFICATE**

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

Date :

**TO WHOMSOEVER IT MAY CONCERN**

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

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

Sr	Period (DD/MM/YY)	
	From	To

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

Signature of Authorized Signatory

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

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

\_\_\_\_\_  
Company Seal / Stamp

**BIDDER INFORMATION FORM**

Company Name : \_\_\_\_\_  
Registration Number : \_\_\_\_\_  
Registered Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Name of Partners /Director : \_\_\_\_\_  
\_\_\_\_\_  
City : \_\_\_\_\_  
Postal Code : \_\_\_\_\_  
Company's Establishment Year : \_\_\_\_\_  
Company's Nature of Business : \_\_\_\_\_

Company's Legal Status (tick on appropriate option )

- 1) Limited Company
- 2) Undertaking
- 3) Joint Venture
- 4) Partnership
- 5) Others

Company Category

- 1) Micro Unit as per MSME
- 2) Small Unit as per MSME
- 3) Medium Unit as per MSME
- 4) Ancillary Unit
- 5) SSI
- 6) Others

**CONTACT DETAILS**

Contact Name : \_\_\_\_\_ Email Id : \_\_\_\_\_ Designation : \_\_\_\_\_  
\_\_\_\_\_ Phone No : (\_\_\_\_) \_\_\_\_\_ Mobile No : \_\_\_\_\_

**BANK DETAILS**

Name of Beneficiary : \_\_\_\_\_ A/c. No. CC/CD/SB/OD: \_\_\_\_ Name of  
Bank : \_\_\_\_\_ IFSC NO. (Bank) : \_\_\_\_\_

**Enclose scan copy of cancelled Cheque.**

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

**Other Details**

Agency's PAN No. \_\_\_\_\_

Agency's GST No: \_\_\_\_\_

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

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

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

**AGREEMENT**

This agreement has been signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2021 at Delhi

BETWEEN

**Indraprastha Institute of Information Technology Delhi** having its Office premises at Okhla Industrial Estate Phase - III, Near Govindpuri Metro Station, New Delhi - 110020 (hereinafter referred to as **INSTITUTE**) being “The Party of the First Part”.

AND

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

Whereas **INSTITUTE**, an State University, under the Govt. of NCT of India is in need to provide the IP Services control services as necessary.

Whereas **AGENCY** 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 **AGENCY** 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 Agency will maintain strict secrecy and confidentiality about the clients of IIIT Delhi and information shared by IIIT Delhi and its clients. A declaration on 'Confidentiality and Non- Disclosure of Information of IIIT Delhi will be submitted by the Agency.
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)**

Indraprastha Institute of  
Information Technology,  
Delhi

PARTY OF THE FIRST PART-

INSTITUTE

WITNESS

Signature\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**(Authorized Signatory)**

PARTY OF THE SECOND PART-

AGENCY

WITNESS

Signature\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_