



Global Notice inviting Tender

FOR

**THE EMPANELMENT OF IP FIRMS FOR HANDLING INTELLECTUAL
PROPERTY AND OTHER RELATED WORK**

Tender no.: Part 1-Category B-IN

**INNOVATION PROTECTION UNIT
COUNCIL OF SCIENTIFIC AND INDUSTRIAL RESEARCH
(AN AUTONOMOUS INSTITUTION)**

Government of India - Ministry of Science and Technology
IIIrd floor, NISCAIR Building (Vigyan Suchna Bhawan),
14, Satsang Vihar Marg, Special Institutional Area,
New Delhi – 110067.

Email: head.ipu@niscair.res.in

Advertisement



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Notice Inviting Tender

Innovation Protection Unit (IPU) of Council of Scientific and Industrial Research (CSIR), invites Global Notice Inviting Tender (GNIT) for Handling Intellectual Property and other related work under different categories (Tender no. Part 1- Category B-IN). The GNIT document containing details of scope of work, eligibility criteria, Technical & Financial bid forms, which can be downloaded from <http://www.csir.res.in/> under Latest Updates section. The eligible firms may submit their responses in sealed envelopes in prescribed format to The Purchase officer, Innovation Protection Unit, 3rd floor, NISCAIR Building (Vigyan Suchna Bhawan), 14, Satsang Vihar Marg, New Delhi -110067 by 8 June 2020 till 3:30 PM.

CRITICAL DATE SHEET

Sr.No.	Stage	Date & Time
1.	Last date of Clarification of tender documents (by email to yogesh.ipu@niscair.res.in)	26 th May 2020
2.	Bid Submission End Date & Time	8 June 2020 (3:00 PM)
3.	Technical Bid Opening Date & Time	8 June 2020 (3:30 PM)
4	Financial bid Opening Date & Time	Would be informed (after the Technical Evaluation)

Bids will be opened in the presence of Bidders' authorized representatives who choose to attend on the specified date and time. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed time.

Head, Intellectual Property Directorate, Council of Scientific and Industrial Research (CSIR), New Delhi reserves the right to accept or reject any bids or accept all tenders either in part or in full or to split the order, without assigning any reason.

INVITATION FOR BID

Head, Intellectual Property Directorate, Council of Scientific and Industrial Research (CSIR), New Delhi, invites sealed bids from service provider, for purchase of services listed below:

Tender No.	Description of items	Single/ Double bid
Part 1-Category B-IN	To provide services for filing, prosecution, maintenance, opposition, restoration and infringement for Patents, Design, Trademark, Copyright and other type of Intellectual Property Rights. Details of services as required in price schedule form.	Double bid

Introduction

Council of Scientific & Industrial Research (CSIR) is known for its cutting edge R&D knowledgebase in diverse S&T areas and having PAN-India presence. CSIR has a dynamic network of 38 national laboratories, 39 outreach centres, 3 Innovation Complexes and 5 units. It is a major player in securing patents in India and Abroad.

The Innovation Protection Unit (IPU) at CSIR Head Quarters is responsible for the protection of IP generated from various CSIR laboratories/Institutes both in India and Abroad.

The patents secured by CSIR have led to receiving many awards and accolades like:

- Scimago Institutions Ranking 2019- CSIR ranks at 138 (serial no 155) among 6469 institutions worldwide. Among government organizations, it ranks at 17 among 1391 institutions. In the Asiatic region, CSIR is ranked 24 among 1855 institutions and 1 of 297 in India.
- Nature Index 2019: CSIR ranks at 56th position among Global Government R & D organisations. CSIR ranks at 15th position among Government R & D organisation in Asiatic region. CSIR ranks at 2nd position among Government R & D organisation in Asiatic region.
- CSIR features in the Thomson Reuter's top 50 Indian Innovator companies and research organizations for the year 2015, who lead the country's innovation output.

- CSIR– IMTECH received “National Intellectual Property Awards-2014” instituted by Indian Patent Office in Health Care sector for highest number of health care patents secured by IPU and commercialised by CSIR-IMTECH.
- CSIR received “National Intellectual Property Awards-2013” of Indian Patent Office for securing highest number of patents during five years.
- CSIR received “India Innovation Awards 2013” from Thomson Reuters in the Hi-Tech Academic & Government category (for 2013-14).
- “Thomson Reuter Innovation Award-2010” has been awarded to CSIR for securing highest number of patents during the year 2008-2009.
- “Intellectual Property Award” has been conferred to CSIR by Indian Patent Office for securing highest number of patents in the year 2009.

Abbreviations & definitions

Firm: Legally registered Company /Limited liability partnership (LLP) handling matters related to Intellectual Property (IP)

IP: Intellectual Property comprising Patents, Designs, Copyrights, Integrated circuits layouts, Trademarks & Service Marks

CSIR- Council of Scientific and Industrial Research

IPU- Innovation Protection Unit

Technical Terms and Conditions

The applying IP firm should have an office in Delhi & NCR region and in case a discussion on any case is required, concerned person should be able to visit CSIR-IPU.

The firms should be able to provide patent related services in all jurisdiction including PCT and Non-PCT countries. The firm should also be able to provide services related to patent, design, copyright, trademark etc. The firm should be full IP service firm i.e. the firm should be able to handle all type of matters including opposition and litigation. The firms should have experienced registered patent agents/attorneys. The firms should be able to deal with drafting of specification as per the legal requirement of all jurisdictions including India. The firms should be able to deal with filing, examination and handling other IP related matters as per the legal requirement of all jurisdictions.

Must maintain adequate infrastructure, financial backup and trained manpower to handle advance technology cases in critical areas. Must be IT savvy meaning thereby that they transact their business electronically. They are expected to upload their updates along with the billing details to our cases on the online portal. After the grant of the IP, IP firm will send the entire case history along with the invoices in a Pdf or computer readable format to CSIR-IPU.

Firm must ensure that the invention details provided to them in the form of patent draft complies with all the requirements of the respective patent offices where it is being filed. They may not make any amendments without the consultation with CSIR. Firm must review the

enabling disclosure contained in the specification to ensure that it meets the requirements in view of the claims as finalized. Firm must review the technical and formal inputs at various stages of processing of patent application. Firm must ensure that a case assigned to the attorney has the required expertise to deal with such cases/issues. Firm would promptly inform CSIR about conflict of interest with other client cases. Firm must maintain the records (Digital or Hard copy) related to any assigned work and their bills till the expiry of the term of IP. Firm must maintain all the CSIR patent applications/patents unless and until they are advised to the contrary.

For the cases where CSIR has filed cases jointly, CSIR may request the firm to divide out the bill to share the expenses on the cases. The bills of such amount may be directly billed to the said joint applicant. CSIR would help to have an agreement with the Joint applicant on the agreed terms under this tender.

Firm shall not disclose to any party any information, process data, clinical data, patent specification information (wholly or partly), designs, drawings etc received from CSIR or from the scientist employed with CSIR at any time. All efforts to preserve the secrecy of the information must be ensured. CSIR reserves the right to make provisions as required for the agreement.

In case CSIR is not satisfied with the quality of work or any other functional requirements, CSIR reserves the right to withdraw particular case or all cases from the concerned firm and transfer the same to any other firm at any time without assigning any reasons. The Firm would provide full cooperation in all respect to the other firm for such transfer of cases free of cost. The firm must ensure that no loss of IP rights occurs during the transfer process.

In case CSIR is not satisfied with the quality of work or any other functional requirements, CSIR reserves the right to depanel the firm and transfer the CSIR cases to any other firm at any time without assigning any reasons. The Firm would provide full cooperation in all respect to the other firm for such transfer of cases free of cost. The firm must ensure that no loss of IP rights occurs during the transfer process. CSIR reserves the right to cancel the tender at any stage without assigning any reason whatsoever.

CSIR-IPU is under transformation phase. Therefore, some of services for which CSIR had requested quotes are kept as a safeguard measure. Incase of arise in its requirement; CSIR-IPU may take such services.

The IP firm will not assign the CSIR cases to more than two Attorneys abroad in one jurisdiction. Case if having special commercial importance, which is informed by the CSIR can be assigned to other Attorney.

CSIR-IPU is under process to empanel the IP firms for US and EP jurisdiction directly. CSIR-IPU may also direct the IP firm to take the services from its Empanelled IP firm abroad, in case it is required to do so.

Further, CSIR-IPU is also under the process to hire an IP firm to handle its annuity and maintenance in India and abroad.

Firm would be required to send weekly, monthly, quarterly or yearly reports on due dates for any cases or payments due in the desired format.

Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

S.N.	Financial Condition
1	CSIR does not make any advance payments in any manner for the payments towards official fees, attorney fees and any disbursements or any taxes.
2	Firms will not charge for any other activity which is not listed in the price schedule forms. Any such special activity which is not usual and is essentially required for the IP to be kept in force, firm would inform CSIR for such matters for its attention. A written consent/ approval may be obtained from CSIR for such special instances.
3	All the invoices should carry a proper reference number of CSIR/title/Lab name and application number and the number of the category as mentioned in the price schedule form.
4	Invoice for each case would be separate. Invoices of less than USD 200 (or equivalent) may not be sent individually but clubbed together with subsequent actions of the particular case. In case there is no action due within 3 months period, then such small invoices may be sent to CSIR.
5	Digitally signed invoices would also be acceptable. (detail guidelines would be sent later)
6	If the invoice is having any official fee component. The receipt of the official fees duly attested by the firm must be appended with the invoice. In case, the official fee receipt is not provided or is issued delayed by the authority; copy of the notified schedule (rate card of patent office/IP office) reflecting (Highlighting) the official fee for the said purpose may be appended.
7	Intellectual Property where CSIR is joint applicant: IP firms will bill CSIR separately and submit the bill in two copies or in case Joint applicant/Licensee requests CSIR that billing be done directly to the joint applicant/Licensee on agreed terms, CSIR may direct the IP firm to send their claim to joint applicant/Licensee on such agreed terms. CSIR would facilitate in making the suitable arrangement agreeable to joint applicant/Licensee as well as IP firm.
8	IP firm will have to certify that amount incurred on account of disbursement charges as claimed by foreign associate are reasonable and acceptable.
9	Forex conversion rate of RBI on the invoice date of Indian Attorney shall be applied. In case the rate for exchange for certain currencies is not available with RBI (i.e. www.rbi.org.in), rates available on www.xe.com or major nationalized bank shall be applied. Hence, any loss due to fluctuation in foreign currency conversion rate will be borne by Indian Attorneys.

10	Empaneled IP firm need to certify by means of “Annual statement” by 31 May each year that all remittances have been made to their counterpart foreign associate where payment against bills received during last financial year.
11	All payments due under the Contract shall be paid after deduction of statutory levies at source (like Tax deduction at Source (TDS) as per provisions of Section 51 of CGST Act,2017 – Tax deduction at source.
12	<p>CSIR will reimburse the amount of GST paid by Indian Attorneys, on behalf of CSIR, on import of services from foreign associates on fulfilment of following conditions:</p> <ol style="list-style-type: none"> 1. That the incidence of GST paid on import of services from foreign associates is being borne by the Indian Attorney. 2. The GST paid on import of services was not/ will not be utilised by the Indian Attorney against their GST on outward supplies. 3. The Incidence of tax borne by Indian Attorney, GST Calculation on Import of Services and further the payment to foreign counterpart through banking mode/Book Entry mode needs to certify by their Statutory Auditor (Chartered accountant conducting the annual Statutory audit). The CA Certificate would ensure the correctness of the claims of Indian Attorneys. 4. No reimbursement of GST will be considered without CA certificate.
13	CSIR-IPU is not a business entity, hence legal services procured from empanelled Indian Attorneys invoice would not fall under the preview of reverse Charge mechanism and further the said services are specifically exempted having Nil GST Rate.
14	CSIR will ensure to make the payment against the invoices raised by empaneled Indian Attorneys within 90 days’ time maximum. In cases, where Foreign Associates raised their invoice directly in the name of CSIR the payment will be released within 120 days’ time from the date of receipt of Invoice in CSIR.
15	Penalty Clause: In the event of loss of IP rights due to IP firm, CSIR would recover the entire expenditure on the application along with any other damages due to loss of IP right.
16	<p>Firm needs to certify on all the bills as follows:</p> <ol style="list-style-type: none"> a. Incase of wrong/duplicate debiting firm will indemnify CSIR. b. Firm has thoroughly checked the invoice of the foreign associate is in order with the schedule of charges of the foreign associate.
17	The place of jurisdiction is New Delhi.
18	The Purchaser is: Head, Innovation Protection Unit, Council of Scientific and Industrial Research, 3 rd floor, 14, NISCAIR Building (Vigyan Suchna Bhawan), Satsang Vihar Marg, Special Institutional Area, New Delhi – 110 067. Email: head.ipu@niscair.res.in
19	For notices, the Purchaser’s address is: Head, Innovation Protection Unit, COUNCIL OF SCIENTIFIC AND INDUSTRIAL RESEARCH, 3 rd floor, 14, NISCAIR Building

	(Vigyan Suchna Bhawan), Satsang Vihar Marg, Special Institutional Area, New Delhi – 110 067. Email: head.ipu@niscair.res.in
20	Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, i.e. GST or any such applicable tax from time to time, which increases or decreases the cost incurred by the Firm in performing the Services, then the amount otherwise payable to the Firm under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto.
21	CSIR will not admit the bills which are more than six months older from the date of actual action taken.
22	IP Firm would not claim for equal distribution of work subject-wise, merit of the cases, competitive cases or otherwise which would affect the functionality of the IPU-CSIR. CSIR reserves the right.
23	For monitoring the performance of the IP firm CSIR may use the procedure as laid down in Manual of Procurement of consultancy & Other Services 2017 or any other amended version of it.
24	CSIR may advice empanelled IP firm to take services of empanelled IP firm(s) abroad on the agreed rates or from Other IP firm abroad whose rates are below the agreed rate of the CSIR empanelled IP firm abroad.
25	Change in Constitution of Firm - The firm if modifies existing partnership or enter into any fresh partnership or changes its legal status or change in the name of firm or any other crucial financial details may inform promptly to CSIR with proper documentation. Dispute if any due changes as mentioned above or Claim by any third party over the inclusion of the firm to be rightful firm on the panel of CSIR. CSIR will make the payments due to the party only after the dispute is resolved and position of empanelled IP firms is scrutinised by Legal Section of CSIR.

Bid Evaluation Criteria

Bid will be evaluated in Three Levels:

Technical Bid: Two level evaluation would be done in Technical Bid.

Level 1 is Eligibility Criteria and Level 2 is Technical Criteria

Level 1: Eligibility Criteria

Sr no	Criteria	Documents required/ verification process by purchaser of the services
1	10 Years of Experience of the IP firm	In case of the application being made by a partnership firm, a copy of Partnership Deed is required to be submitted along with the tender. Or

		<p>In case of partnership firms, a copy or the partnership deed, or General Power of Attorney (GPA) duly attested by a Notary Public, should be furnished on stamped paper duly sworn in and affirmed by all the partners admitting execution of the partnership agreement or the GPA. The attested copy of the certificate of registration of firm should also be finished along with the tender. (Copy of Aadhaar Card/photo ID of each partner)</p> <p>or</p> <p>In case of the application being made by a Private Limited Company. a copy of the Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles of Association of the company is required to be submitted.</p> <p>In case of sole proprietorship /HUF: an affidavit executed before a 1st class magistrate that the applicant is the sole proprietor of the firm/Karta of HUF</p>
2	10 Crores and more Financials Turnover	Audited Financial Statements for the past 5 years
3	Service address in Delhi & NCR	Address proof

The eligible IP firms would only be evaluated for Technical Criteria. The list of Eligible bidders would be notified on CSIR Portal.

Level 2: Technical Criteria

All the firms who have got the minimum threshold of marks i.e. 80 out of 100 marks will only participate in further tendering process.

Sr no	Criteria	Evaluation	Documents required	Maximum marks
1	Number of Government (Central/state) Organisation where IP firm is served/serving.	Data to be provided for the period from 1 st April 2014 to 31 st Mar 2019 1 marks for each Organisation	Copy of award letters	5

2	Number of Private Organisations where IP firm is served/serving.	1 marks for each Organisation	Copy of award letters	5
3	Number of patents application filed and which are published in India during this period.	1 to 400 applications = 0; 401 to 800 applications = 2 marks; 801 to 1200 applications = 4 marks; 1201 to 1600 applications = 6 marks; 1601 to 2000 applications = 8 marks; 2001 and above applications = 10 marks	List of valid patent application numbers (published)	10
4	Number of granted Indian patents.	1 to 200 patents = 0; 201 to 300 patents = 4 marks; 301 to 400 patents = 6 marks; 401 to 500 patents = 8 marks; 501 and above patents = 10 marks	List of valid patent numbers	10
5	Number of patents handled abroad which got granted to Indian Client .	1 to 200 patents = 0; 201 to 400 patents = 4; 401 to 600 patents = 8 marks; 601 to 800 patents = 12 marks; 801 to 1000 patents = 16 marks; 1001 and above patents = 20 marks	List of valid patent numbers	20
6	Number of Design applications filed.	1 to 50 applications = 2; 51 to 60 applications = 4 marks; 61 to 70 applications = 6 marks; 71 to 100 applications = 8 marks; 101 and above applications = 10 marks	List of valid Design application numbers	10
7	Number of trademark applications filed.	1 to 50 applications = 2; 51 to 60 applications = 4 marks; 61 to 70 applications = 6 marks; 71 to 100 applications = 8 marks; 101 and above applications = 10 marks	List of valid Trademark application numbers	10
8	Number of litigation cases related to Intellectual Property in IPAB/courts	1 to 50 applications = 1; 51 to 60 applications = 2 marks; 61 to 70 applications = 3 marks; 71 to 100 applications = 4 marks; 101 and above applications = 5 marks	List of valid case numbers	5

9	Number of Employee having Ph.D + 5 years of experience in the area of patents.	Each employee 2 marks	Name of the employee, their PhD degree certificate, Discipline (Department of University) , years of experience of the employee, years of association with the IP firm	10
10	Number of Employee having Engineering Degree + 5 years of experience in patents.	Each employee 1 mark	Name of the employee, their degree certificate, Discipline (Department of University), years of experience of the employee, years of association with the IP firm	5
11	Patent Agent/ trademark Agent/ Lawyers + 5 years of experience.	Each employee 1 mark	Name of the employee, their Certificate, Discipline (Department of University) , years of experience of the employee, years of association with the IP firm	10

Employee may be termed as consultant /Associate/ partner/para-legal etc.

The Name of the employee is required to be different under Sr. no. 9, 10 and 11. In case if the employee appears in two categories the marks for that employee would assigned for only one category.

The firms scoring 80 % and above or minimum 3 top scoring firms would be shortlisted and notified on CSIR Portal. CSIR will wait for 7 working days for objections if any. Thereafter, Financial bid of those IP firms would be opened.

Level 3: Financial Bid Evaluation

To evaluate a Bid, the Purchaser shall only use the methodologies and criteria defined below. The bids shall be evaluated on the basis of the following:

CSIR-IPU would empanel only three IP firms. The Financial bids of the firms scoring 80 % and above or minimum 3 top scoring firms as qualified in technical criteria would be opened. The overall lowest rate quoted by the IP firm would be considered as L1. Accordingly, L1, L2 and L3 would be decided based on their quoted rates. L1 rates would be offered to the IP firm which is having L2 & L3 rates. Incase, if more than one firm are emerged as L1 or L2 etc then minimum rate of the item no.A1 would decide the IP firms ranking. If the rates are still equal then item no. A2, then item no. C1, then item no. D1 would be applied.

Formula for L1 calculation is

$$L1 = 0.55 * \{(A1/100)*200000\} + 0.10 * \{B1*0.50 + B2*0.05 + B3*0.05 + B4*0.10 + B5*0.10 + B6*0.05 + B7*0.05 + B8*0.05 + B9*0.05\} + 0.20 * \{C1*0.15 + C2*0.25 + C3*0.15 + C4*0.10\}$$

$+C5*0.05 + C6*0.10 + C7*0.15 + C8*0.05\} + 0.15* \{D1*0.30 + D2*0.20 + D3*0.20 + D4*0.10 + D5*0.10 + D6*0.10\}$

The lowest scorer would be an L1

With regard to Preference to Make in India, an order no. P-45021/2/2017-B.E.-II dated 15th June 2017, having subject as Public Procurement (Preference to Make in India), Order 2017 or any other order issued from time to time by Government would be followed.

Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23rd March 2012 or any other order issued from time to time by Government would be followed. (copy of valid MSME/NSIC registration is required.)

Time period of empanelment

The empanelment of the IP firms shall be initially for a period of three years and may be extended for another two years only after satisfactory performance of the empaneled firm on the same terms and conditions and rate.

Instructions to Bidders

A. Introduction

Definitions

The following words and expressions shall have the meanings hereby assigned to them:

“Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

“Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.

“Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

“Day” means calendar day.

“Completion” means the fulfilment of the Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

“GCC” means the General Conditions of Contract.

“SCC” means the Special Conditions of Contract.

“Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Related Services is subcontracted by the Supplier.

“Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

“Council” means the Council of Scientific and Industrial Research (CSIR), registered under the Societies Registration Act, 1860 of the Govt. of India having its registered office at 2, Rafi Marg, New Delhi-110001, India.

“Purchaser” means Council of Scientific & Industrial Research (CSIR) as specified in SCC.

‘ITB’ means instructions to bidder.

1.1 Eligible Bidders

Each bidder shall submit only one bid for one tender. Multiple bids would lead to disqualification.

Bids from Joint Ventures, Consortium or Associations so long as they are formed and registered prior to the bid submission date.

The bidders who have been temporarily suspended or removed from the list of registered suppliers by the purchaser or banned from Ministry/country wide procurement shall be ineligible for participation in the bidding process.

1.2 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and “the Purchaser”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

1.3 Code of Integrity

1.3.1 Code of integrity for Public Procurement: The Purchaser as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

i)“**corrupt practice**”: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

ii)“**Fraudulent practice**”: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

iii)“**anti-competitive practice**”: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

iv)“**coercive practice**”: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

v)“**conflict of interest**”: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain; and

vi)“**Obstructive practice**”: materially impede the purchaser’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to

the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser's Entity's rights of audit or access to information;

1.3.2 Obligations for Proactive disclosures

i)The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to sue-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and

ii)The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;

iii)To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser. Similarly voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder's actions in the tender and subsequent contract.

1.3.3 Punitive Provisions

Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the purchaser may take appropriate measures including one or more of the following:

i)If his bids are under consideration in any procurement:

- a) Forfeiture or encashment of bid security;
- b) Calling off of any pre-contract negotiations; and
- c) Rejection and exclusion of the bidder from the procurement process.

ii)If a contract has already been awarded

- a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
- b) Forfeiture or encashment of any other security or bond relating to the procurement;

- c) Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.

iii) Provisions in addition to above:

- a) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
- b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
- c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

B. The Bidding Documents

1.4 Cost of Tender Documents

The bidding documents can be downloaded from our Website as indicated in the Invitation for Bids/NIT free of cost.

1.5 Content of Tender Documents

1.5.1 The services required, bidding procedures and contract terms prescribed in the bidding documents should be read in conjunction.

1.5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

1.6 Clarification of tender documents

A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address specified in the Special Conditions of Contract (SCC), latest by the date specified in the critical date sheet. No request for clarification or query shall normally be entertained after the deadline if any. Should the Purchaser deem it necessary to amend the Tender Documents as a result of a clarification, it shall do so following the procedure under Clause relating to amendment of Tender Documents and Clause relating to Deadline for Submission of Bids. The queries, clarifications and amendments issued shall be sent to all bidders.

1.7 Amendment of Tender Documents

1.7.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a

prospective bidder, modify the tender documents by amendment. The same would be communicated by e-mail to all the bidders who have sent the tender documents.

- 1.7.2 In order to allow prospective bidders' reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids and send the email to all the bidders.

C. Preparation of Bids

1.8 Language of Bid

- 1.8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in English language only.
- 1.8.2 The bidder shall bear all costs of translation, if any, to the English language and bear all risks of the accuracy of such translation, for documents provided by the Supplier.

1.9 Documents Comprising the Bid

The bids may be submitted in two separate envelopes. i.e. one envelop for Technical Bid and other envelop for financial bid.

Two envelopes in an bigger envelop stating '**Tender Document- Part 1-Category B-IN**' and '**Not to open before bid opening date.....**' and addressed to '**To Purchase Officer, Innovation Protection Unit, 3rd floor, NISCAIR Building (Vigyan Suchna Bhawan), 14, Satsang Vihar Marg, New Delhi -110067**'

One envelop inside the bigger envelop should be clearly written '**Technical Bid- Part 1-Category B-IN**' and should consist the following documents.

1) Forms for Technical bid

- a. Form-1: Format for Applicants Consent form
- b. Form-2: Format for Firms Contact details
- c. Form 3: Format for Level 1: Eligibility Criteria
- d. Form 4- Format For Level 2: Technical Criteria evaluation
- e. Form-5- Additional Information
- f. Form-6-Declaration
- g. Form 7-Format for declaration by the Bidder for Code of Integrity & conflict of interest

Second envelop inside the bigger envelop should be clearly written '**Financial Bid- Part 1-Category B-IN**' and should consist the following documents.

2) Forms for Financial bid

- 1) Form 8- Financial Bid form
- 2) Form 9-Price Schedule form

Letter of Authority for participating in bid opening by hand only; in case of participation in bid opening- Form -10

1.10 Bid form and price schedule

The bidder shall complete the Bid Form and the appropriate price schedule form furnished in the bidding documents. These forms must be completed without any alterations to its format and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. The Bid Form and the appropriate Price Schedule form shall be submitted in accordance with Clause 1.15 of the bidding documents.

1.11 Bid Prices

- 1.11.1 The Bidder shall indicate on the price schedule form, the bid prices of the services it proposes to supply under the contract.
- 1.11.2 The price quoted shall remain fixed during the contract period and shall not vary on any account.
- 1.11.3 If a Price Schedule shows services listed but not priced, It shall be assumed that firm don't provide such services.

1.12 Bid Currencies

- 1.12.1 Prices shall be quoted in Indian Rupees.

1.13 Conditional tenders shall not be accepted.

1.14 Format and Signing of Bid

- 1.14.1 The original bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid detailing his/her name and contact details.
- 1.14.2 Any interlineations, erasures or overwriting shall be valid only if they are initialled by the persons or persons signing the bid.

Period of Validity of Bids

Bids shall remain valid for minimum of 120 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (by post, fax or e-mail).

D. Submission and sealing of Bids

1.15 Submission, Sealing and Marking of Bids

1.15.1 The bidders may submit their duly sealed bids generally by post or by hand. Bids received by FAX/E-mail would not be considered for evaluation.

1.15.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid detailing his/her name and contact details.

1.15.3 Any interlineations, erasures or overwriting shall be valid only if they are initialled by the persons or persons signing the bid.

1.15.4 If the envelope is not sealed and marked as required above, the Purchaser will assume no responsibility for the bid's misplacement or premature opening. In such cases, bids received in open condition within the due date and time will be accepted at the risk of the bidder if the same is presented to the Stores & Purchase before expiry of the due date and time of opening of the bids.

1.16 Deadline for Submission of Bids

1.16.1 Bids must be received by the Purchaser at the address specified at Clause 1.9 not later than the time and date specified in invitation for bids. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.

1.16.2 The Purchaser may, at its discretion, extend the deadline for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

1.17 Late Bids

1.17.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected.

1.17.2 Such tenders shall be marked as late and not considered for further evaluation. They shall not be opened at all and be returned to the bidders in their original envelope without opening.

1.18 Withdrawal, substitution and Modification of Bids.

A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 1.16 duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 1.15 (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) Submitted in accordance with ITB Clauses 1.15 and 1.16 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION”; and
- (b) Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 1.17.

1.19 Bids requested to be withdrawn shall be returned unopened to the Bidders. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form or any extension thereof.

E. Opening and Evaluation of Bids

1.20 Opening of Bids by the Purchaser

1.20.1 The Purchaser will open all bids one at a time in the presence of bidders' authorized representatives who choose to attend, as per the schedule given in invitation for bids. The Bidders' representatives who are present shall sign the quotation opening sheet evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day. In two-part bidding, the financial bid shall be opened only after technical evaluation.

1.20.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

1.20.3 The bidders' names, bid modifications or withdrawals, bid prices, discounts and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bid(s). The contents of the bid forms and price schedules would however be announced only at the time of opening of Priced-bids in the case of two-bid system.

1.20.4 Bids that are received late shall not be considered further for evaluation, irrespective of the circumstances.

1.20.5 **Bidders interested in participating in the bid opening process, may depute their representatives along with an authority letter to be submitted to the purchaser at the time of bid opening.**

1.21 Confidentiality

1.22.1 Information relating to the examination, evaluation, comparison and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

1.21.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

1.21.3 This tender document is a confidential document. Disclosure of the document in full or in part may not be made public by any means.

1.22 Clarification of Bids

To assist in the examination, evaluation, comparison and post qualification of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder, at the discretion of the purchaser. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the purchaser shall not be considered.

1.23 Preliminary Examination

1.23.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 1.9 have been provided, and to determine the completeness of each document submitted.

1.23.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

(a) Bid Forms in accordance with ITB Clauses;

(b) All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, are to be treated as unresponsive and ignored. The following are some of the important points, for which a tender may be declared as unresponsive and to be ignored, during the initial scrutiny:

The Bid is unsigned. The Bidder is not eligible. The Bid validity is shorter than the required period. Against the schedule of Requirement (incorporated in the tender enquiry), the bidder has not quoted for the entire requirement as Specified in that schedule. The bidder has not agreed to some essential condition(s) incorporated in the tender enquiry.

1.24 Bidder's right to question rejection.

1.24.1 A Bidder shall have the right to be heard in case he feels that a proper procurement process is not being followed and/or his tender has been rejected wrongly. Only a directly affected bidder can represent in this regard as under:

Following decisions of the purchaser in accordance with the provision of internal guidelines shall not be subject to review:

- a) Determination of the need for procurement;
- b) Selection of the mode of procurement or bidding system;
- c) Choice of selection procedure;
- d) Provisions limiting participation of bidders in the procurement process;
- e) The decision to enter into negotiations with the L1 bidder;
- f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
- g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/contractor.
- h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

1.24.2 In case a Bidder feels aggrieved by the decision of the purchaser, he may then send his representation in writing to the Purchaser's address as indicated in special conditions of contract (SCC) within ten days from the date of communication of the purchaser intimating the rejection for reconsideration of the decision by the purchaser.

1.25 Responsiveness of Bids

1.25.1 Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantive responsive bid is one, which conforms to all terms and condition of the bidding documents without material deviations, reservations or omissions. A material deviation, reservation or omission is one that:

- (a) Affects in any substantial way the scope, quality, or Services specified in the Contract; or

- (b) Limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
 - (c) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 1.25.2 The purchasers' determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 1.25.3 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.
- 1.25.4 If a bidder quotes Nil Charges/consideration, the bid shall be treated as unresponsive and will not be considered.

1.26 Non-Conformity, Error and Omission

- 1.26.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities or omissions in the Bid that do not constitute a material deviation.
- 1.26.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 1.26.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 1.26.4 Provided that a bid is substantially responsive, the purchaser may request that a bidder may confirm the correctness of arithmetic errors as done by the purchaser within a target date. In case, no reply is received then the bid submitted shall be ignored.

1.27 Conversion to Single Currency, Evaluation and Comparison of bids

- 1.27.1 To facilitate evaluation and comparison, the Purchaser will convert all quoted prices expressed in various currencies to Indian Rupees at the selling exchange rate established by any bank in India as notified in the Newspapers on the date of bid opening (techno-commercial bid in the case of two part bidding) For this purpose, exchange rate notified in www.xe.com or www.rbi.org or any other website could also be used by the purchaser.
- 1.27.2 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 1.27.3 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined below. No other criteria or methodology shall be permitted.

1.28 Contacting the Purchaser

- 1.28.1 Subject to ITB Clause 1.23, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 1.28.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

F. Award Of Contract

1.29 Purchaser's right to accept Any Bid and to reject any or All Bids

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

1.30 Notification of Award

- 1.30.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex or fax or e mail that the bid has been accepted and a contract form shall follow through post.
- 1.30.2 Until a formal contract is prepared and executed, the notification of award should constitute a binding contract.
- 1.30.3 Contract Form would be signed by the successful Bidder's.

1.31 Signing of Contract

Promptly after notification, the Purchaser shall send the successful Bidder the Contract Form.

1.32 Order Acceptance

- 1.32.1 The successful bidder should submit executed contract form within 14 days from the date of sending the contract form, failing which it shall be presumed that the supplier is not interested.

1.32.2 The order confirmation must be received within 14 days. However, the Purchaser has the powers to extend the time frame for submission of order confirmation beyond the original date. Even after extension of time, if the order confirmation is not received, the contract is liable to be cancelled provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

1.33 **Quality of services**

1.33.1 CSIR would not compromise on the quality of services.

1.33.2 In case CSIR is not satisfied with the quality of work or any other functional requirements, CSIR reserves the right to withdraw particular case or all cases from the concerned firm and transfer the same to any other firm at any time without assigning any reasons. The Firm would provide full cooperation in all respect to the other firm for such transfer of cases free of cost. The firm must ensure that no loss of IP rights occurs during the transfer process.

1.33.3 In case CSIR is not satisfied with the quality of work or any other functional requirements, CSIR reserves the right to depanel the firm and transfer the CSIR cases to any other firm at any time without assigning any reasons. The Firm would provide full cooperation in all respect to the other firm for such transfer of cases free of cost. The firm must ensure that no loss of IP rights occurs during the transfer process.

G. General Conditions of Contract (GCC)

2.1 Contract Documents

Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

2.2 Code of Integrity

Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the Purchaser may take appropriate measures including one or more of the following:

- a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
- b) Recovery of payments including advance payments, if any, made by the Purchaser along with interest thereon at the prevailing rate.
- c) Provisions in addition to above:

- 1) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
- 2) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
- 3) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

2.2.1 CSIR as one of its endeavour to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, a tool developed by the Transparency International, to ensure that all activities and transactions between the CSIR and its Counterparties (Bidder, Contractors, Vendors, Supplier, Services Providers / Consultants etc.) are handled in a fair and transparent manner, completely free of corruption. Accordingly, CSIR has appointed an IEM vide OM no. 6-15 (15)/18-IEM-E-III dated 17/01/2019. Bidders are required to sign the Integrity Pact in the given format, failing which their bid shall be liable for rejection.

The “principal” means “Council of Scientific and Industrial Research” and “Counterparty” means “IP firm/service provider”.

2.2.2 Commitments and obligations of the “counterparty” :

- (i) The Counterparty, directly or indirectly (through agent, consultant, advisor etc), shall not pay any bribe / influence or give undue / unlawful benefit to anyone to gain undue advantage in dealing with CSIR.
- (ii) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparts.
- (iii) The Counterparty will not pass CSIR’s confidential information to any third party unless specifically authorized by CSIR in writing.
- (iv) The Counterparties shall promote and observe best ethical practices within their respective organizations.
- (v) The Counterparty shall inform the Independent External Monitor (IEM).
 - a. If it received any demand, directly or indirectly, for a bribe / favor or any illegal gratification / payment / benefit;
 - b. If it comes to know of any unethical or illegal payment / benefit;
 - c. If it makes any payment to any CSIR associate;
- (vi) The Counterparty shall not make any false or misleading allegations against CSIR or its associates.

2.2.3 Violations And Consequences:

- (i) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Program during bidding process, their entire Earnest Money Deposit / Bid Security, would be forfeited and in addition, they may be blacklisted from the CSIR business in future.
- (ii) In case of violation of the Integrity Pact by Counterparty after award of the Contract CSIR shall be entitled to terminate the contract. CSIR would forfeit the Security Deposits, encash the Bank Guarantee (s) and other payments to Counterparty in such cases.

- (iii) Subject to satisfaction of the Independent External Monitor, CSIR may ban / blacklist / put on holiday and exclude the Counterparty from future dealings until CSIR is satisfied that Counterparty shall not commit any such violation in future.
- (iv) In addition to above, CSIR reserves its right to initiate to criminal proceedings against the violating Counterparty, if the allegations by Counterparty are found frivolous, untrue and misleading and may also impose exemplary cost for the same.
- (v) The Counterparty will be entitled to claim as determined by the Independent External Monitor, if the above (iv) is found incorrect.

2.2.4 Independent External Monitors (IEMs)

The following Independent External Monitors (IEMs) have been appointed by CSIR, in terms of Integrity Pact (IP) which forms part of CSIR Tenders / Contracts.

- i) Shri Anand Deep
Address: 117/363, H-1
Next to Gurudwara Pandu Nagar
Kanpur UP 208005
Email: anand.deep117@gmail.com

This panel is authorized to examine / consider all references made to it under this tender. The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender may raise the issue either with the designated Tender Issuing Officer in CSIR or directly with the IEMs on the panel c/o Chief Vigilance Officer, CSIR Head quarters, Rafi Marg, NewDelhi-110001

2.3 Joint Venture, Consortium or Association

If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

2.4 Scope of Supply

The Services to be supplied is specified in price schedule form.

2.5 Suppliers' Responsibilities

The Supplier shall supply all the Services included in the Scope of Supply in accordance with Scope of Supply Clause of the GCC, as per GCC Clause.

2.6 Contract price

Prices charged by the Supplier for the Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

2.7 Use of Contract Documents and Information

- 2.7.1 The Service Provider shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- 2.7.2 The Service Provider shall not, without the Purchaser's prior written consent, make use of any document or information enumerated above except for purposes of performing the Contract.
- 2.7.3 Any document, other than the Contract itself, enumerated above shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

2.8 Delivery of Services

Delivery of the services shall be made by the Supplier in accordance with the terms specified by the Purchaser in the contract. The details of documents to be furnished by the supplier are specified in SCC.

2.9 Terms of Payment

- 2.9.1 The method and conditions of payment to be made to the Supplier under this contract shall be as specified in the SCC.
- 2.9.2 The Firm would upload their updates along with the billing details to our cases on the online portal.
- 2.9.3 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the services delivered along with the necessary supporting proofs. Clause of the GCC and upon fulfilment of other obligations stipulated in the contract.
- 2.9.4 Payments shall be made promptly by the Purchaser but in no case later than ninety (90) days after submission of the invoice or claim by the Supplier.
- 2.9.5 Payment shall be made in currency as indicated in the price schedule form.

2.10 Change Orders and Contract Amendments

2.10.1 The Purchaser may at any time, by written order given to the Supplier pursuant to Clause on Notices of the GCC make changes within the general scope of the Contract in any one or more of the following:

- (a) Changes in schedule of charges;
- (b) Changes in terms of payments and statutory levies;
- (c) Changes due to any other situation not anticipated;

2.10.2 No changes in the price quoted shall be permitted after the signing an agreement except on account of statutory variations.

2.10.3 No variation or modification in the terms of the contract shall be made except by written amendment signed by the parties.

2.11 Assignment

The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

2.12 Deleted

2.13 Extension of time.

Except as provided under the Force Majeure clause of the GCC, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of Penalty pursuant to Penalty Clause of the SCC unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.

2.14 Termination for Default

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part

- (a) If the Supplier fails to deliver any or all services within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause on Extension of Time; or
- (b) If the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices etc as defined in GCC Clause and ITB clause on code of integrity in competing for or in executing the Contract.

2.15 Force Majeure

2.15.1 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due

to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

2.15.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

2.15.3 If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

2.16 Termination for Insolvency

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

2.17 Termination for Convenience

2.17.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

2.17.2 The Services that are complete and ready within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Services, the Purchaser may elect:

- (a) To have any portion completed and delivered at the Contract terms and prices; and/or
- (b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Services procured by the Supplier.

2.18 Settlement of Disputes

2.18.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

2.18.2 If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the services under the Contract.

2.18.3 The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

- (a) If any difference/dispute arising out of the agreement shall be referred to Delhi Internal Arbitration Centre (DIAC), Delhi High Court, New Delhi.
- (b) In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration In accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

2.18.4 The venue of the arbitration shall be the place from where the purchase order or contract is issued.

2.18.5 Notwithstanding, any reference to arbitration herein,

- (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) The Purchaser shall pay the Supplier any monies due the Supplier.

2.19 Governing Language

The contract shall be written in English language which shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language only.

2.20 Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction as specified in SCC.

2.21 Notices

2.21.1 Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX, e-mail or and confirmed in writing to the other party's address specified in the SCC.

2.21.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

2.22 Risk Purchase Clause

If the supplier fails to deliver the services within the maximum delivery period specified in the contract or Purchase Order, The purchaser may procure, upon such terms and in such a manner as it deems appropriate, Services similar to those undelivered and the Supplier shall be liable to the purchaser for any excess costs incurred for such similar services.

2.23 Order Acceptance

The successful bidder should submit Order acceptance within 14 days from the date of issue of order/signing of contract, failing which it shall be presumed that the IP firm is not interested.

H. Contract Form

Contract No. _____ Date: _____

Tender no. Part I-Category B-IN

THIS CONTRACT AGREEMENT is made

the [*insert: number*] day of [*insert: month*], [*insert: year*].

BETWEEN

(1)The Council of Scientific & Industrial Research registered under the Societies Registration Act 1860 of the Government of India having its registered office at 2, Rafi Marg, New Delhi-110001, India represented by _____ [*insert complete name and address of Purchaser* (hereinafter called "the Purchaser"), and

(2) [*insert name of Supplier*], a corporation incorporated under the laws of [*insert: country of Supplier*] and having its principal place of business at [*insert: address of Supplier*] (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain services, viz., [*insert brief description of Services*] and has accepted a Bid by the Supplier for the supply of Services in the sum of [*insert Contract Price in words and figures, expressed in the Contract currency(ies)*] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

01. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

02. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

(a) This Contract Agreement

(b) Special Conditions of Contract

(c) General Conditions of Contract

(d) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(e) The Supplier's Bid and Price Schedules

(f) The Purchaser's Notification of Award

03. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

04. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

05. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Union of India on the day, month and year indicated above.

For and on behalf of the Council of Scientific & Industrial Research

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

6 Forms for Technical Bid

Below are the formats for applying to the Empanelment of IP firms for Handling Intellectual Property and other related work under different categories.

The firms are requested to send ‘Applicants consent form’ (Format 1 signed in original) with the following documents addressed to The Purchase Officer, Innovation Protection Unit, 3rd floor, NISCAIR Building (Vigyan Suchna Bhawan), 14, Satsang Vihar Marg, New Delhi - 110067.

The Envelop should be clearly marked as ‘**Confidential Tender Document (Technical Bid) Part 1-Category B-IN**’.

Documents to be placed in **Technical bid** are

1. Form-1: format for Applicants Consent form
2. Form-2: Format for Firms Contact details
3. Form 3: Format for Level 1: Eligibility Criteria
4. Form 4- Format For Level 2: Technical Criteria evaluation
5. Form-5- Additional Information
6. Form-6-Declaration
7. Form 7-Format for declaration by the Bidder for Code of Integrity & conflict of interest

Form-1: format for Applicants Consent form

Applicant's consent Form

To,
The Purchase Officer,
Innovation Protection Unit,
3rd floor, NISCAIR Building (Vigyan Suchna Bhawan),
14, Satsang Vihar Marg, New Delhi -110067

Technical Bid

Subject: Submission of global Tender for “The empanelment of IP firms for handling intellectual property and other related work”

”

Dear Sir,

In response to the Global Notice of Tender for “The empanelment of IP firms for handling intellectual property and other related work” we would like to express Interest to carry out the services under the Part 1-Category B-IN. We attach following documents in sealed envelope as mentioned in clause 1.9 of the bid document.

Sincerely Yours,

Signature of the Applicant

[Full name of Applicant]

Stamp & date

Encl: as above

Note: This is to be furnished on the letter head of the organization.

Form-2: Format for Firms Contact details

Firm Contact Details	
Name of Firm :	
Type of Registration of firm:	
Year of Registration of firm:	
Registered Address :	
Website:	
Contact Address:	
Telephone :	
Contact Person :	
Mobile No. :	
Fax :	
Email :	

Signature of the Applicant

Full name of the Applicant

Stamp & Date

Form 3: Format for Level 1: Eligibility Criteria

Sr no	Criteria	Documents required/ verification process by purchaser of the services	Annexures
1	10 Years of Experience of the IP firm	In case of the application being made by a partnership firm, a copy of Partnership Deed is required to be submitted along with the tender. Or In case of partnership firms a copy of the partnership agreement, or General Power of Attorney (GPA) duly attested by a Notary Public, should be furnished on stamped paper duly sworn in and affirmed by all the partners admitting execution of the partnership agreement or the GPA. The attested copy of the certificate of registration of firm should also be finished along with the tender. (Copy of Aadhaar Card/photo ID of the each partner) or In case of the application being made by a Private Limited Company. a copy of the Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles of Association of the company is required to be submitted. In case of sole proprietorship /HUF: an affidavit executed before a 1stclass magistrate that the applicant is the sole proprietor of the firm/Karta of HUF	Annexure-L1
2	10 Crores and more Financials Turnover	Audited Financial Statements for the past 5 years	Annexure-L2
3	Service address in Delhi & NCR	Address proof	Annexure-L3

The above information provided is true and can be verified, if required. We also enclose all the required Annexures.

Signature of the Applicant

Full name of the Applicant

Stamp & Date

Form 4- Format For Level 2: Technical Criteria evaluation

Sr no	Criteria	Documents required	Data for the period from 1st April 2014 to 31st Mar 2019 for the evaluation	Annexures
1	Number of Government (Central/state) Organisation where IP firm is served/serving.	Copy of Award letters		Annexure-L4
2	Number of Private Organisations where IP firm is served/serving.	Copy of Award letters		Annexure-L5
3	Number of patents application filed and which are published in India during this period.	List of valid patent application numbers (published)		Annexure-L6
4	Number of granted Indian patents.	List of valid patent numbers		Annexure-L7
5	Number of patents handled abroad which got granted to Indian Client .	List of valid patent numbers		Annexure-L8
6	Number of Design applications filed.	List of valid Design application numbers		Annexure-L9
7	Number of trademark applications filed.	List of valid Trademark application numbers		Annexure-L10
8	Number of litigation cases related to	List of valid case numbers		Annexure-L11

	Intellectual Property in IPAB/courts			
9	Number of Employee having Ph.D + 5 years of experience in the area of patents.	Name of the employee, their PhD degree certificate, Discipline (Department of University) , years of experience of the employee, years of association with the IP firm		Annexure-L12
10	Number of Employee having Engineering Degree + 5 years of experience in patents.	Name of the employee, their degree certificate, Discipline (Department of University), years of experience of the employee, years of association with the IP firm		Annexure-L12
11	Patent Agent/ trademark Agent/ Lawyers + 5 years of experience.	Name of the employee, their Certificate, Discipline (Department of University) , years of experience of the employee, years of association with the IP firm		Annexure-L14

The undersigned has gone through the Level 2- Technical criteria evaluation and submits the information which is true and can be verified. We also enclose all the required Annexures.

Signature of the Applicant

Full name of the Applicant

Stamp & Date

Form-5- Additional Information

Additional Information

1. List all attachments related to the previous sections.

S.No.	Description	No. of pages (From- to)

2. Additional information to support the eligibility. (Not more than 2 pages).

Signature of the Applicant

Full name of the Applicant

Stamp & Date

Form-6-Declaration

Declaration

We hereby confirm that we are interested to work with CSIR in Handling Intellectual Property and other related work under Part 1-Category B-IN and all the information provided herewith is genuine and accurate to the best of our knowledge.

We also confirm that our firm has not been black listed or has any litigation or any conflict of interest that may impact on the delivery of services.

Authorized Person's Signature:

Name and Designation:

Date of Signature:

Note: This declaration is to be furnished on the letter head of the organization.

Form 7-Format for declaration by the Bidder for Code of Integrity & conflict of interest

(On the Letter Head of the Bidder)

Ref.No: _____

Date

Tender no. Part 1-Category B-IN

To
The Purchase Officer,
Innovation Protection Unit,
3rd floor, 14, NISCAIR Building,
14, Satsang Vihar Marg, NewDelhi-110067

Sir,

With reference to your Tender No. Part 1-Category B-IN dated _____ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para 1.3.0, 2.2.1, 2.2.2, 2.2.3 and 2.2.4 of Instructions to bidders of your Tender document and have no conflict of interest.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

- a
- b
- c

We undertake that we shall be liable for any punitive action in case of transgression / contravention of this code.

Independent External Monitors

01. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

02. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the JS(A), CSIR.

03. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractor(s) with confidentiality.

04. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

05. As soon as the Monitor notice, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

06. The Monitor will submit a written report to the JS(A), CSIR within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.

07. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on the CSIR.

08.If the Monitor has reported to the JS(A), CSIR, a substantiated suspicion of an offence under relevant IPC/PC Act, and the JS(A), CSIR has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

09. The word 'Monitor' would include both singular and plural.

Section 9 –Pact Duration

01.This Pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

02.If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by JS(A), CSIR.

Thanking you,

Yours sincerely,

Signature

(Name of the Authorized Signatory)

Company Seal

Forms for Financial bid

- 1) Form 8- Financial Bid form
- 2) Form 9-Price Schedule form

Form 8- Financial Bid Form

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender no. Part 1-Category B-IN

Financial Bid

To
The
Purchase Officer,
Innovation Protection Unit,
3rd floor, 14, NISCAIR Building,
14, Satsang Vihar Marg, NewDelhi-110067

Subject: submission of tender for “The empanelment of IP firms for handling intellectual property and other related work”

We, the undersigned, declare that:

We have examined and have no reservations to the Bidding Documents.

We offer to supply services in conformity with the Bidding Documents. The Price for services quoted in Form 9 and would remain valid for a period of five years from the date of the agreement. The empanelment of the firms shall be initially for a period of three year and may be extended for another two years only after satisfactory performance of the empanelled firm on the same terms and conditions and rate.

We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

I/We have furnished all information and also agrees to all the General Conditions Of Contract (GCC) and Special Conditions of Contract (SCC) and have no further pertinent information to supply.

I/We had applied for **Tender no. Part 1-Category B-IN** and is capable to provide all services as required under price schedule form.

I/We confirm that the information provided under Format -1 to11 is correct. [if any changes please submit the information]

I/We is having the necessary facilities, infrastructure, finances and capable/knowledgeable/ skilled manpower to handle the work of the CSIR under the applied category.

I also assure the Council of Scientific and Industrial research that Quality of the service would be given prime importance in delivering the services.

I/We also authorize CSIR to approach individuals, employees, firms and corporation to verify our competence and general reputation.

I/We hereby certify that all the statements made and information are true and correct.

Signed: [insert signature of person whose name and capacity are shown]

In the capacity of [insert legal capacity of person signing the Bid Submission Form]

Name: [insert complete name of person signing the Bid Submission Form]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____, _____ [insert date of signing]

Form 9-Price Schedule Form

Tender no. Part 1-Category B-IN

Name of the Bidder/IP firm _____

Currency in which the rate are quoted: INR (₹) and percentage

Rate quoted will be valid for 5 years from the date of the agreement

Codes	Actions	IP Firm Service Charges	Weightage
A : Filing of IP abroad-Foreign Attorney			0.55
A1	Service Charges towards facilitating filing, prosecution, grant, maintenance, filing of appeal / re-examination /opposition /litigation /restoration /infringement suits /petitions /hearings or any other proceedings in foreign courts/ boards etc for all forms of IP.	_____ % of foreign associate bill Excluding Official Fee & Disbursement Charges.	1.00
B. Charges for PCT [including disbursement charges & Excluding Official Fee]			0.10
B1	Service Charges for formatting (No claim drafting) and reviewing the application as per PCT guidelines and filing of a patent application [International Phase] along with all necessary requirements to comply to PCT.	₹ _____	0.50
B2	Service charges for reporting and reviewing additional search fee notification, commenting and filing response thereto, if applicable.	₹ _____	0.05
B3	Service charges for filing request for correction or amendments in the specification, bibliographic information or declaration.	₹ _____	0.05
B4	Service charges for studying and advising best way to respond, drafting and sending the response to CSIR for approval, reminders to respond and filing amendments under Article 19 and reply to ISA written opinion, if applicable.	₹ _____	0.10
B5	Service charges for studying and advising best way to respond, drafting and sending the response to CSIR for approval, reminders to respond and filing amendments & arguments under Article 34 of PCT.[Demand]	₹ _____	0.10

B6	Service charges for studying and advising best way to respond, drafting and sending the response to CSIR for approval, reminders to respond, filing of response and reporting. [IPER issued by IPEA]	₹ _____	0.05
B7	Service charges for filing request for early publication	₹ _____	0.05
B8	Service charges for filing request for withdrawal of application	₹ _____	0.05
B9	Service charges for Submitting change in POA in case of overtaking a patent application from other firm	₹ _____	0.05

C. Charges related to Patents in India [including disbursement charges & Excluding Official Fee]			0.20
C1	Service charges for drafting and filing of Provisional application in consultation with CSIR-IPU/ inventor, preparing and filing of patent application in India	₹ _____	0.15
C2	Service charges for drafting and filing of CAP or Complete Specification in consultation with CSIR-IPU/ inventor, preparing and filing of patent application in India	₹ _____	0.25
C3	Service charges for Receiving Examination Report, preparing response to Examination Report in consultation with CSIR-IPU/ inventor and filing the response and attending to hearing and obtaining a grant to a patent.	₹ _____	0.15
C4	Service charges for making request for filing patent outside India [Form-25]	₹ _____	0.10
C5	Service charges for Seeking permission from National Biodiversity Authority (NBA) for filing IP application under section 6 of The Biological Diversity Act including filing Form-III etc with NBA and related action till NBA permission is obtained.	₹ _____	0.05
C6	Service charges for Attending to restoration of lapsed patent, filing petition and attending to payment of fees [Form 15].	₹ _____	0.10
C7	Service charges for Lump sum service charges for Submission of Form 27 [Working of patents] to IPO for all the patents of CSIR. [Present Inforce patents in India are 1200 and may increase or decrease]	₹ _____	0.15
C8	Service charges for Filing application for registration for assignment /license [Form 16] for each application.	₹ _____	0.05

	D. Miscellaneous work (Applicable for all IP) [including disbursement charges for D1, D2 & D3, D4) & Excluding Official Fee]		0.15
D1	Service charges for making payment to the IP office, India online for filing of the prepared documents on the portal of e-filing at IP office. [per transaction]	₹ _____	0.30
D2	Service charges for preparing and filing of IP other than patent in India.	₹ _____	0.20
D3	Service Charges for responding to replies to the IP office in India (other than patent)	₹ _____	0.20
D4	Hourly service Charges for Searching of prior art, addition of deletion of Inventor, attending to extension of time, Amendments, Obtaining DAS code, Pre-grant opposition, Post-grant opposition, Appeal, Revocation, Litigation, advice, Preparing agreement [Licensing, Non-Disclosure Agreement, Material Transfer Agreement], Legalisation of documents, certification, or any other work related to IP. [Including disbursement charges & Excludes Official Fee]	₹ _____	0.10
D5	Service charges for Attending Hearing per day [Miscellaneous]	₹ _____	0.10
D6	Service charges for Attending Hearing per day [Substantive]	₹ _____	0.10

Note:

1. Disbursements are permissible under D5 and D6 only if the hearings are outside Delhi & NCR. Bills and original boarding pass will be required for reimbursement.
2. The service charges for A1 and A2 would include addressing any enquiry raised either by CSIR or by Joint applicant and provide Closure Report [Brief case history and total expenditure and a statement informing CSIR that no payment is due to their foreign counter part for the case].
3. The above all services would be inclusive of reporting actions not mentioned above, case status updates, sending reminders, uploading all communication to the desired portal of CSIR, sending invoices to CSIR [digitally signed or hard copy], sending soft copies of all records including invoices raised after the case is granted and attending the general queries. No charges for transfer of cases from one IP firm to other IP firm would be paid.
4. The rates quoted are exclusive of taxes.

Signature
(Name of the Authorized Signatory)
Company Seal

Format of Letter of Authority for participating in bid opening by hand only; in case of participation in bid opening.

Form 10-Format of Letter of Authority for participating in bid opening

(On the letter head of the bidder)

Tender no. Part 1-Category B-IN

Date: _____

Subject: Authorisation letter for participants in the bid opening process

To
The Purchase Officer,
Innovation Protection Unit,
3rd floor, 14, NISCAIR Building,
14, Satsang Vihar Marg, NewDelhi-110067

Sir

With reference to your invitation for bid No. **Part 1-Category B-IN** dated _____, we wish to inform you that we have participated in the bidding process and have submitted bid bearing Ref. No. _____ dated _____.

In line with your requirement, we hereby authorise Sh/Smt. _____ to participate in the bid opening process scheduled on _____ at _____ hrs (IST) in your premises. A copy of the identity of the representative is attached duly certified by the undersigned.

Thanking you

Yours faithfully,

(Signature of the bidder with seal)