

**PUNJAB ENGINEERING COLLEGE  
(DEEMED TO BE UNIVERSITY) CHANDIGARH**



**TENDER DOCUMENT**

**FOR**

**Expression of Interest for Empanelment of Intellectual  
Property (IP) Firms**

## INDEX

Sr. No.	Particulars	Page No.
1	Tender Notice	3-4
2	Instructions for online Bid Submission	5-7
3	Technical Bid	8-11
4	Terms and Conditions of Tender	12-13
5	General Terms and Conditions	14-15
6	Detailed Scope of Work	16-20
7	Financial Bid	21
8	Covering Letter	22
9	Annexure-1 : Affidavit	23
10	Annexure-2 : Acceptance Certificate	24
11	Annexure-3 : Details Of Present and Past Client	25
12	Annexure-4 : Format of Client Certificate	26
13	Annexure-5 : Bidder Information Form	27-28
14	Annexure-6 : Number of Professionals	29
14	Draft Agreement	30-31

**Punjab Engineering College**  
**(Deemed to be University)**  
**Sector -12, Chandigarh 160012**

**TENDER NOTICE**

**EOI FOR EMPANELMENT OF INTELLECTUAL PROPERTY (IP) FIRMS**

Punjab Engineering College (Deemed to be University) Chandigarh is an autonomous Institute funded by Chandigarh Administration. The Director, PEC Chandigarh invites EOI online bids (e-Tender in two bid system) for empanelment of intellectual property (IP) firms.

The Tender Document can be downloaded from Institute website [www.pec.ac.in](http://www.pec.ac.in) and bid is to be submitted **online only** through the E-procurement portal up to the last date and time of submission of tender. No manual bids will be accepted.

**Technical Bid** and **Financial Bid** should be submitted in the E-procurement portal.

**Important Dates of Tender:**

Sr.	Particulars	Date	Time
1	Date of Online Publication / Download of Tender	17.10.2022	-
2	Bid Submission Start Date	18.10.2022	11.00 AM
3	Bid Submission Close Date	09.11.2022	5.00 PM
4	Closing date & time for Submission of original EMD & Tender Fee / Exemption Related Certificates, documents	09.11.2022	5.00 PM
5	Opening of Technical Bids	10.11.2022	11.30 AM

**Amendment to Bidding Documents:**

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

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

The Director, PEC Chandigarh reserves the right to amend or withdraw any of the terms and conditions mentioned in the tender document or to reject any or all tenders at any stage without giving any notice or assigning any reason and not bound to accept the lowest tender keeping in view the Interest of the Institute. The decision of the Director, PEC Chandigarh in this regard shall be final and binding on all.

**Director**

## **INSTRUCTIONS FOR ONLINE BID SUBMISSION**

This tender document has been published on the Institute website [www.pec.ac.in](http://www.pec.ac.in) . The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app> .

### **REGISTRATION :**

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<http://eprocure.gov.in/eprocure/app> ) by clicking on the link “Click here to Enroll”. Enrolment on the CPP Portal is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their account.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.
7. The CPP Portal also has user manual with detailed guidelines on enrollment and participation in the online bidding process. Any queries related to process of online bids or queries related to CPP Portal may be directed to the 24x7 CPP Portal Helpdesk.
8. The Institute will not be responsible for any type of technical issue regarding uploading of Tender on website.

### **SEARCHING FOR TENDER DOCUMENTS :**

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **PREPARATION OF BIDS :**

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS formats. Bid documents may be scanned with 100 dpi with black and white option.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for the bid submission process.

### **SUBMISSION OF BIDS :**

1. Bidder should log into the site well in advance for bid submission such that he/she can upload the bid in time i.e. on or before the bid submission deadline. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
4. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
5. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
6. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.
7. **Financial Bid to be submitted in excel sheet and PDF**
8. **ASSISTANCE TO BIDDERS**
  - i. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

**Punjab Engineering College  
(Deemed to be University)  
Sector -12, Chandigarh 160012**

**ELIGIBILITY CRITERIA**

**The IP firms willing to be empaneled for these tasks shall fulfill the following criteria & shall provide documentary proof regarding the same:**

1. The IP Firm should be of good standing and have an experience of at least 3 years, servicing clients based in India and abroad.
2. The IP firm should have minimum three years of existence as an Indian entity.
3. The IP firm should possess professional expertise in handling all forms of intellectual property protection measures viz., patents, industrial designs, trademarks, copyrights, plant varieties and geographical indications.
4. The IP firm must have the requisite infrastructure and in-house capability.
5. The IP firm must be having profits in the last three years in the relevant field.
6. The IP firm should have an office located in Tricity Chandigarh/Delhi NCR region.
7. The IP firm should not have been blacklisted by any Central /State Government / Public Sector Undertaking, Govt. of India.
8. The IP firm should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services.

Suppression of any relevant information or lack of adherence to any of the above will lead to disqualification of the bid.

## TECHNICAL BID

### EOI FOR EMPANELMENT OF INTELLECTUAL PROPERTY (IP) FIRMS

#### PROFILE AND BUSINESS COMPETENCIES OF THE IP FIRMS

Sr.	Particulars	Mention Details (Do not state <u>attached</u> / <u>enclosed</u> / <u>refer attached document</u> etc.). Highlight relevant portion of the attached document.
1	Name of the agency / firm / company, web address, telephone number, etc.	
2	Address of the office of the agency / firm / company Name, designation of contact person. Land Line No: Mobile No: Email:  (Submit proof of address having name of the Agency / Proprietor - Copy of Latest Corporation Tax Receipt OR copy of latest Land Line Telephone Bill OR copy of latest Electricity Bill, copy of the valid Shops and Establishment Registration certificate OR Copy of valid Lease Agreement etc.)	Submitted / Not Submitted Name of the Document Submitted : _____
3	Legal status - Individual / proprietary / partnership firm / limited company / corporation, etc.)  (Submit Copy of the appropriate registration certificate)	Legal Status : _____ Submitted / Not Submitted
4	<b>The agency should have minimum three years of existence as an Indian entity</b>  Month and Year of commencement of services business.	Submitted / Not Submitted Name of the Document Submitted : _____
5	Statutory details of agency / firm / company ( <b>Photocopies of the Registration Certificate / Allotment letter in the name of the agency / firm / company issued by the concerned authority to be submitted</b> ):  1] Registration number of the firm and date of issue. Copy of the Registration certificate valid as on date.	



Sr.	Particulars	Mention Details (Do not state <u>attached</u> / <u>enclosed</u> / <u>refer attached document</u> etc.). Highlight relevant portion of the attached document.
	<p>to be submitted. Renewal date to be highlighted.</p> <p>2] In case of company, registration number issued by Registrar of Companies and date of issue.</p> <p>3] Permanent Account Number (PAN).</p> <p>4] GST - Registration number.</p> <p>5] Profession Tax registration number.</p>	
6	<p>Agency / firm / company should have an average annual turnover of at least Rs. 20.00 Lakhs in the <b>IP Services business alone</b> during the last 3 financial years. Turnover Certificate specifically having mention of “<b>Turnover from IP Services business alone</b>” duly certified by the Chartered Accountant to be submitted.</p> <p><b>Please do not submit copies of balance sheet / IT returns.</b></p>	<p>Financial Year - 2019-20 : Rs. _____</p> <p>Financial Year - 2020-21 : Rs. _____</p> <p>Financial Year - 2021-22 : Rs. _____</p>
7	<p>Agency / firm / company should have at least 5 years of experience in providing IP services to Central/state Government Organizations / Central/state Government funded Autonomous Bodies / Central/state Government funded Academic Institutions / Central/state Government funded Research Laboratories / Central/state Government funded Research Institutes</p> <p>Submit details of present and past clients in the format provided (Annexure-4. Please use separate sheet if required). Please attach <b>client certificates on their letterhead [Draft - Refer Annexure 4 ]</b> which should have details about the IP services provided. Certificate/s having inadequate details shall not be considered and the bid shall be liable for rejection.</p> <p><b>Please do not submit Work Orders / Agreements / Purchase Orders. Client certificate as stated above only shall be considered.</b></p>	<p>Yes / No</p> <p>Submitted / Not Submitted</p>
8	Particulars of the membership/partnership, if any	Submitted / Not Submitted
9	Articles and memorandum of association (if any) of the IP firm	Submitted / Not Submitted

Sr.	Particulars	Mention Details (Do not state <u>attached</u> / <u>enclosed</u> / <u>refer attached document</u> etc.). Highlight relevant portion of the attached document.												
10	Partnership agreement between the firm and its partner(s) clearly highlighting the scope of work for each	Submitted / Not Submitted												
11	Area(s) of Specialization: (Patents / Trademarks / Copyright / Designs / Geographical Indications / Litigation / Opposition / Contracts / Other IP related activities)													
12	<p>Number of professionals (Partners/Associates) presently employed with the firm for patent related IP work in various fields and their profiles:</p> <table border="1"> <thead> <tr> <th>SNo</th> <th>Name of the Professional</th> <th>Qualification</th> <th>Area of expertise</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>Experience (No of years)</th> <th>Number of cases held (Specify whether it is for Copyright, Trademark OR Patent OR Any other IP form, Litigation/ Opposition)</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> </tbody> </table>	SNo	Name of the Professional	Qualification	Area of expertise					Experience (No of years)	Number of cases held (Specify whether it is for Copyright, Trademark OR Patent OR Any other IP form, Litigation/ Opposition)			<p>Please use the Format in Annexure - 6</p> <p>Submitted / Not Submitted</p>
SNo	Name of the Professional	Qualification	Area of expertise											
Experience (No of years)	Number of cases held (Specify whether it is for Copyright, Trademark OR Patent OR Any other IP form, Litigation/ Opposition)													
13	In case the tender is signed by the person other than the sole proprietor / owner, authorization given by the Executive Body authorizing the officer / partner for signing the tender documents for this tender to be submitted on letter head.	Submitted / Not Submitted / Not Applicable												
14	Submit details regarding financial resources, fixed and													

Sr.	Particulars	Mention Details (Do not state <u>attached</u> / <u>enclosed</u> / <u>refer attached document</u> etc.). Highlight relevant portion of the attached document.
	movable assets on <b>letterhead</b> of the agency / firm / company.	Submitted / Not Submitted
15	Submit affidavit in the prescribed format (Annexure-1) on non-judicial stamp paper of Rs. 100/- duly attested by a Magistrate/Notary Public	Submitted / Not Submitted
16	Submit acceptance certificate (Annexure-2) on a letter head in the prescribed format.	Submitted / Not Submitted
17	All pages of the tender and draft agreement signed?	Yes / No
18	Tender Fee (Non Refundable) to be submitted in the form of Demand Draft of Nationalized Bank / Scheduled Bank having minimum three months validity / Throguh NEFT (To be submitted with Technical Bid)  Refer terms and conditions of tender.	No._____dated_____for Rs. 2,000/- (Rupees Two thousand only) drawn on (name of theBank)____in favor of Director, PEC Chandigarh payable at Chandigarh
19	Earnest Money Deposit (EMD) to be submitted in the form of Demand Draft of Nationalized Bank / Scheduled Bank having minimum three months validity / Throguh NEFT (To be submitted with Technical Bid)  Refer terms and conditions of tender.	No._____dated_____for Rs.50,000/- (Rupees Fifty thousand only) drawn on (name of the Bank)____in favor of Director, PEC Chandigarh payable at Chandigarh.

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

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

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

Seal of contracting agency/firm/company

**Punjab Engineering College  
(Deemed to be University)  
Sector -12, Chandigarh 160012**

**TERMS AND CONDITIONS OF TENDER**

- The Contracting agency / Firm / Company should have its office in Chandigarh Tricity / Delhi NCR.
- Scanned copy of Tender Fee and EMD in favour of The Director, PEC Chandigarh must be uploaded with the Technical Bid.

Tender Fee, EMD / Documents also needs to be submitted in a sealed envelope by due date at the following address with covering letter having tender details :

**Dean Sponsored Research & Industrial Consultancy (DSR&IC)  
Punjab Engineering College (Deemed to be University)  
Sector-12, Chandigarh-160012  
Tel: 0172-2753054  
Email: [deanrp@pec.edu.in](mailto:deanrp@pec.edu.in)**

EMD and tender fee amount can be deposited in PEC CHANDIGARH Bank account through net banking as mentioned below.

**Name - \_\_\_\_\_  
Bank-State Bank of India  
Branch-PEC Sector 12, Chandigarh  
A/c No. \_\_\_\_\_**

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

- At the first stage, the Technical Bids shall be opened on due date and technical evaluation shall be carried out based on the Technical Bid Proforma, documents submitted in support, tendered terms, conditions, eligibility etc. Tenderer who submits Financial Bid with Technical Bid shall be disqualified. Bidders technically disqualified shall be intimated.
- The Financial bids of only those tenderers will be opened who are declared qualified by the Technical Evaluation Committee. If tenderer quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered. In case of multiple tenderer emerging as Lowest I (L I), the contract shall be then awarded to the tenderer amongst L I with highest average annual turnover of last three years.

- The tender is not transferable under any circumstances.
- Telegraphic, conditional or incomplete tenders will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the tenderer.
- Tender in any form other than the prescribed form issued by PEC Chandigarh shall not be considered and will be summarily rejected.
- Earnest Money Deposit (EMD) of Agency / Firm / Company who withdraws tender during the intervening period shall be forfeited.

## **2. SECURITY DEPOSIT**

- (i) Within fifteen (15) days of the award of contract, the vendor shall furnish a Security Deposit amounting to 3 % of the work order value in the form of Demand Draft/Bank Guarantee (from scheduled Bank only) favoring the Director, Punjab Engineering College, Chandigarh.
- (ii) The PEC will forfeit the 3 % security deposit if vendor fails to execute the order as per the Work Order. This Security Deposit will be refunded to the vendor only on successful completion of the contract.
- (iii) Bank Guarantee wherever mentioned in this document may be read as “Bank Guarantee from any Scheduled Bank” only.
- (iv) The 3% Security Deposit which is mentioned above may be extended as Performance Bank Guarantee for a period of contract plus 60 days.
- In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, Institute reserves the right to impose the penalty as detailed below:-
  - (i) 20% of cost of order/ agreement per week, upto four week's delay.
  - (ii) After four weeks delay the Institute may cancel the agreement and get this job to be carried out preferably from other agency from open market. The difference, if any, will be recovered from the defaulter contractor and also shall be black listed for a period of four years from participating in such type of tender and his earnest money/ security deposit may also be forfeited, if so warranted.

## **4. PERIOD OF CONTRACT:-**

The award of work is for an aggregate period of 3 years, which will initially be given for a period of one year and reviewed for extension for another year(s) on the basis of service rendered by the agency. The rates quoted should be valid for a period of 3 years.

## GENERAL TERMS AND CONDITIONS

1. Agency must fulfill all the requirements given in the Technical Bid and terms and conditions of the tender.
2. The successful tenderer shall be required to execute an **Agreement Deed on the format approved** and supplied by this Institute on stamp papers of appropriate value. The cost of the stamp paper shall be borne by the successful tenderer.
3. The Director, PEC Chandigarh shall have absolute right and authority for the suspension/ revocation of security/bank guarantee in case of breach of any clause of the Agreement by giving prior notice.
4. A penalty @ 1% of the monthly value of contract maximum upto 10% of contract value shall be imposed for non-commencement of work within the stipulated period after the issue of award letter for every week or part thereof for the delay in the commencement of the contract.
5. The decision of the Director, PEC Chandigarh with regard to the determining of quality of work/services done by the contractor or his employees shall be final and acceptable to the contractor. The Director, PEC Chandigarh reserves the right to get the work/services so rejected done/replaced at his own level at the risk and cost of the contractor after giving him a notice in writing and the expenditure incurred on this count shall be recovered from the contractor from his outstanding dues or by revocation of any or all parts of the security/bank guarantee, as he may think proper.
6. The contract cannot be transferred/assigned/subcontracted/subletting by the contractor to any other person/ firm.
7. Contractor shall pay GST, at the rates as applicable from time to time.
8. PEC Chandigarh Right to vary Quantities by  $\pm 25\%$  at the time of Award:
9. The PEC Chandigarh reserves the right at the time of Contract award to increase or decrease the area quantity of services originally specified in the tender document without any change in unit price or other terms and conditions. Further, at the discretion of the PEC Chandigarh, the area/ quantities in the contract may be enhanced by 25 % within the contract period.

### **10. Fraud and Corruption:**

The PEC Chandigarh requires that bidders, suppliers, and contractors, if any, observe the highest standard of ethics during the execution of such contracts. In pursuit of this policy,

(a) The terms set forth below are defined as follows:

- (iii) **“Corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (iv) **“Fraudulent practice”** means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (v) **“Collusive practice”** means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, noncompetitive levels; and
- (vi) **Coercive practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

(b) The PEC Chandigarh will reject a proposal for award if it determines that Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent collusive or coercive practices in competing for the Contract in question

#### **19. Interpretation of the clauses in the Tender Document / Contract Document**

In case of any ambiguity / dispute in the interpretation of any of the clauses in this Tender Document, **Director, PEC, Chandigarh interpretation of the clauses shall be final and binding on all parties.**

- The Contractor shall conform to the provisions of various Central/State Act(s) or the Regulations on the subject as well as terms and conditions of the contract. He will be liable for the deduction of TDS on the total bill as per provision of the Income Tax Act, or GST as applicable from time to time.
- The Institute shall have further right to adjust or readjust or deduct any of the amounts as aforesaid from the payment to be made to the Contractor under this Contract or out of the security deposits of the Contractor.

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

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

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

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

In case of extension beyond initial period of one year, contractor will have an option to conclude the contract by giving three months' notice in writing during the contract period.

Provided that during the notice period for termination of the contract, in the situation stated above, the contractor shall keep on discharging his duties as before till the expiry of notice period on existing terms conditions.

21. **LAST PAYMENT:** The last payment of the contractor will be cleared only after obtaining clearance of any liabilities not pending.
22. **JURISDICTION :** The contract will be subject to Chandigarh Jurisdiction, In case of any dispute, only Chandigarh Court will have jurisdiction.

**Director**

## **SCOPE OF WORK**

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

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



**Prequalification Criteria/Minimum Qualifying Standards**

- |  |        |
|--|--------|
| 1. EMD (proof of Tender Fee)   | Yes/No |
| 2. Blacklisting Affidavit  | Yes/No |
| 3. Turnover/Financial Parameters   | Yes/No |
| 4. Minimum Experience including No. of assignments handled by the Firm similar to the area of assignment | Yes/No |
| 5. Minimum Qualification of each of key professionals, if any  | Yes/No |
| 6. Minimum requirement of experience of key professional's in Area similar to the proposed assignment    | Yes/No |

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

**Bid / Tender evaluation Methodology for Empanelment of Intellectual Property (IP) firms**

Two bids shall be submitted in two different sealed covers i.e., Technical and Financial (Rate including GST of Schedule for each IPR activities). Documentary evidence for each of the parameter has to be enclosed.

The financial bid of the IP firm / bidder will be considered for opening only if it secures minimum technical score of 60 % or more of the obtainable score in the evaluation of the technical proposal.

**Selection Criteria**

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

The financial bid of the bidder will be opened only of those bidders who secure minimum technical score of 60 % in the evaluation of the technical proposal. PEC Chandigarh reserves the right to reject any/all the bids in part/or in full without assigning any reason. The decision of PEC Chandigarh in this regard will be final and binding. The same cannot be challenged in any forum thereafter.

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

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

<b>Sl No</b>	<b>Technical Capacity Criteria</b>	<b>Grading of Score/Points</b>	<b>Maximum Score (Total 90)</b>	<b>Obtained Score</b>
1	Number of IP filings with IPO (Patent, Trademark, Design) in the last three year (India/Abroad)	Up to 50 Filings = 5 Marks Every additional IP filing = 0.25 Marks	10	
2	Number of Patents/Trade Marks/Design granted (India/Abroad) for the clients (in India) during last three years	Up to 20 granted = 5 Marks Every additional IP granted = 0.5 Marks	10	
3	Prosecution Support work (Preparation of IDS/ Supplemental IDS etc. in last three years	Up to 50 = 2.5 Marks Every additional one=0.25 Marks	05	
4	Facilitated Number of IP filings outside India (Abroad) (Patents / Trade Marks / Designs) in last three years	Up to 15 Filings = 8 Marks Every additional IP filing = 0.5 Marks	15	
5	Available commercial Search Tools (MinimumTwo)	1 database = 2.5 Marks 2 and above = Additional 2.5 Marks	05	
6	Patent Attorney expert available in firm (i) Aerospace (ii) Applied Sciences (iii) Civil (iv) Computer Science (v) Electrical (vi) Electronic & Communication (vii) Mechanical (viii) Metallurgy & Materials (ix) Production	Up to Five (5) Domains = 5 Marks additional domain=1 Mark each	15	
7	Capacity building programmes conducted for Govt. institutions Dept./Colleges/SMEs in last three years	Up to 10 = 2.5 Marks Every additional one=0.5 Mark	05	
8	Geographical location in Chandigarh Tricity/Delhi NCR	Office in Chandigarh Tricity = 05 marks	05	

9	Number of Clients served in the last 3 Years (In India & Abroad)	a. Patent Related: Up to 20 Clients = 5 Marks For additional client: 0.5 Mark	10	
		b. Trade Mark/Copy Right Related/ Technology Transfer: Up to 10 Clients = 4 Marks For additional client: 0.25 Mark	05	
		c. Geographical Indicator: Up to 5 clients = 2 Marks Every additional client: 0.25 Mark	05	
		d. Industrial Design: Up to 5 clients = 2 Marks Every additional client: 0.25 Mark	05	
10	Number of Academic Institutes served in last 3 years (In India & Abroad)	For 5 institutions 03 marks For additional institute: 0.50 Mark	05	
		TOTAL MARKS	100	
		The financial bid of those bidders will be opened who secure minimum technical score of 60 % i.e. 60 marks in the evaluation of the technical proposal.		

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

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

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

S. No	Type of work	Price (INR)
1	Patent search of an invention	
2	Review of Published Patent, Technology Transfer and Technical Assistance to Inventor(s)	
3	Patent Drafting, Write-up and Analysis	
4	Patent Filing National International	
5	Reply against objections	
6	Counter filing against hearing and show cause notice	
7	Collection of patent certificate and handover to the inventor	
8	Filing of Patent Co-operation Treaty (PCT)	
9	Organizing of quarterly hands-on Workshop/Technical Seminar to promote IPR	

**Notes:-**

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

Signature and Seal of the Tenderer

**(COVERING LETTER)**

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

**The Director**

Punjab Engineering College (Deemed to be  
University)

Sector-12 Chandigarh-160012

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

Reference: Tender Notice published in Daily newspaper / Institutes website / CPP Portal dated \_\_\_\_\_,

Sir,

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

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

Yours Sincerely,

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

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

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

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

**AFFIDAVIT**

I/We (Name)\_\_\_\_\_ Contractor/Partner/Sole Proprietor (strike out which is not applicable of (Firm)\_\_\_\_\_do hereby solemnly affirm and declare that the individual/firm/companies are not black listed by any Government Department / Autonomous body / Private Organization.

DATE, THE      day      of 2022

DEPONENT

ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VERIFICATION**

Verified that the content of above affidavit is true and correct to the best of my/our knowledge and belief.  
No part of it is false and nothing has been kept concealed there from.

DATE, THE      day      of 2022

DEPONENT

**ACCEPTANCE CERTIFICATE**

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

I..... (Designation) .....of

(Name of the Company) ..... .

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

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

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

**seal of contracting agency/firm/company**

Date:

Place:



**DETAILS OF PRESENT AND PAST CLIENT**

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

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

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

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

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

**DRAFT FORMAT OF CLIENT CERTIFICATE**

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

Date :

**TO WHOMSOEVER IT MAY CONCERN**

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

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

Sr	Period (DD/MM/YY)	
	From	To

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

Signature of Authorized Signatory

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

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

Company Seal / Stamp



**BANK DETAILS**

Name of Beneficiary : \_\_\_\_\_

A/c. No. CC/CD/SB/OD: \_\_\_\_\_

Name of Bank : \_\_\_\_\_

IFSC NO. (Bank) : \_\_\_\_\_

**Enclose scan copy of cancelled Cheque.**

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

\_\_\_\_\_

**Other Details**

Vendor's PAN No. \_\_\_\_\_

Vendor's GST No: \_\_\_\_\_x

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

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

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

**AGREEMENT**

This agreement has been signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 at PEC

BETWEEN

**Punjab Engineering College (Deemed to be University)** having its Office premises at Sector-12 Chandigarh-160012 (hereinafter referred to as **INSTITUTE**) being “The Party of the First Part”.

AND

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

Whereas **INSTITUTE**, an Autonomous organization, under the Ministry of Human Resource Development, Govt. of India is in requirement to provide the IP Services control services as necessary.

Whereas **CONTRACTOR** is engaged and running the business of IP Services to the Central Government Organizations / Autonomous Institutions / Academic Institutions / Research Laboratories / Research Institutes etc.

AND WHERE AS **CONTRACTOR** undertakes to provide the services as per terms and conditions agreed upon by both the parties.

**NOW, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:**

**-TERMS AND CONDITIONS :**

1. Duration of the contract shall be initially for a period of 12 months effective from \_\_\_\_\_ to \_\_\_\_\_, subject to appraisal and review by the Institute authorities from time to time.
2. The contract can be extended beyond one year up to three years based on satisfactory performance with the approval of the competent authority of the Institute.

3. The Contractor will maintain strict secrecy and confidentiality about the clients of PEC Chandigarh and information shared by PEC Chandigarh and its clients. A declaration on 'Confidentiality and Non-Disclosure of Information of PEC Chandigarh will be submitted by the Contractor.
4. Terms and conditions, requirements, obligations as enumerated in the Tender document shall also be part of this agreement unless otherwise specifically stated here.

**(Authorized Signatory)**

**(Authorized Signatory)**

Punjab Engineering College

(Deemed to be University)

Sector-12 Chandigarh

PARTY OF THE FIRST PART-

INSTITUTE

WITNESS

Signature\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PARTY OF THE SECOND PART-

CONTRACTOR

WITNESS

Signature\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_