

No. BT/BPFC/04/192/2019-PID
Department of Biotechnology
Ministry of Science and Technology
Government of India

Empanelment of IPR Attorneys/Firms/Institutions

The Department of Biotechnology (DBT), Ministry of Science & Technology has been providing technical and financial assistance for protecting Intellectual Property (IP) generated at R & D institutions/organizations including universities. DBT wishes to set up a panel of attorneys/firms/institutions for providing professional services on patenting of biotech products/processes and undertaking IP protection activities in Biotechnology, on its behalf. In this connection, DBT invites offer/quotation in “two parts i.e. Technical Bid & Financial Bid” from IPR attorneys/firms/institutions having at least five years of experience for filing and prosecuting of patent applications in Biotechnology at national and international level up to grant, maintenance & handling the patent cases.

For further details including pre-qualification criteria, information documents required to be submitted along with the application etc., please visit <http://dbtindia.nic.in> and Government of India Central Public Procurement Portal (eProcurement). The charges for any other services for IP protection, which are not included in the format, may also be submitted in the offer/quotation.

The closing date for submission of offers/quotations is 13:00 Hrs. (IST) on 25th April, 2019. All offers/quotations in sealed envelope duly signed by an authorized person of the attorney/firm/institution should reach The Programme Officer, Patent Facilitation Cell, Department of Biotechnology, Room No. 810, 8th Floor, Block- 2, CGO Complex, Lodhi Road, New Delhi- 110 003 on/before the closing date.

Eligibility Criteria

1. The attorneys/firms/institutions should have professional experience with at least five years in the business of filing/maintaining IPRs in Biotechnology at national and international level, for clients based in India, as on 31st March, 2018.
2. It should have filed at least 500 Indian Patent Applications and 50 international Patent Applications in Biotechnology, during last five years i.e. from 1st April 2013 to 31st March, 2018.
3. It should have a track record of grant of at least 50 Indian Patents and 05 International Patents in Biotechnology during last five year i.e. from 1st April 2013 to 31st March, 2018.
4. It should have rendered IPR services in Biotechnology during previous five years for Government/Semi-Government/Autonomous institutions & Universities and Reputed Corporate Clients.
5. It should have the requisite infrastructure and financially sound.
6. It should have a local office in NCR-Delhi and an established network of top leading foreign attorneys worldwide.
7. Information on point 02, 03, 04 and 05 above must be submitted in tabular form with requisite proof in sealed cover super-scribed as “Technical Bid”.

Instructions to the tenderers

1. The tenderer should be registered under the Goods and Services Tax Rules. The tenderer should submit a copy of registration certificate to this effect.
2. The tenderer should be income tax assessee for last three years. Copies of Income tax returns for last 3 years and PAN/TAN Card should be enclosed.
3. The tenderer should submit the entire documents (Technical bid and Financial Bid) with all the pages of the document duly signed and numbered. The offers should be submitted in two sealed covers, one super-scribed “Technical Bid” and other “Financial Bid”. Both covers shall be put in another sealed cover super-scribing the envelope with “Tender for Empanelment of Patent Attorneys/firms/institutions and due date”.
4. The applicable rate of the GST on the rates quoted should be clearly specified in the Financial bid.

5. EMD (Earnest Money Deposit): EMD of Rs. 50,000/- (Fifty thousand only) shall be enclosed in the form of demand draft, pay order, bankers cheque (In favour of Drawing & Disbursing Officer, Department of Biotechnology, payable at New Delhi, issued by any scheduled bank other than cooperative banks) with technical bid document.
6. The closing date for submission of offers/quotations is 13:00 Hrs. (IST) on 25th April, 2019. All offers/quotations in sealed envelope duly signed by an authorized person of the firm/Institution should reach The Programme Officer, Patent Facilitation Cell, Department of Biotechnology, Room No. 810, 8th Floor, Block-2, CGO Complex, Lodhi Road, New Delhi- 110 003 on/before the closing date and time.
7. The Technical bid will be opened at 3.00 pm. on 25th April, 2019 in the presence of attending tenderers or their authorized representatives.
8. After opening of the Technical bid, the capability and suitability of the attorneys/firms/institutions shall be evaluated and Financial bid of the qualified bidders shall be opened in the presence of the attending bidders. The date of opening of financial bids will be informed to the qualified bidders. At the time of opening of financial bids, the tenderers may be asked to give a presentation before an Expert Committee. The number of the attorneys/firms/institutions to be empanelled will be decided by the Department based on the number of bids received and their evaluation.
9. If any clarification is required, it should be obtained before filling the Tender Document.
10. The final selection will be based on evaluation process which will have 60:40 percent weightage on technical and financial assessment respectively. It will be as per General Financial Rules 2017.
11. The tenderers who do not fulfill all or any of the tender conditions or if the tender is incomplete in any respect, will be summarily rejected.
12. Empanelled Attorneys/Firms/Institutions shall maintain confidentiality of all the cases referred to them and shall not disclose the details to any unauthorized person.
13. The Department of Biotechnology is not bound to accept the lowest tender.
14. The Department of Biotechnology reserves the right to accept or reject the tenders in full or part without assigning any reason thereof.

Other Terms and Conditions

Performance Security

- a) Successful bidder shall be required to furnish a Performance Security for an amount Rupees one lakh in the form of Bank Guarantee from any Indian Commercial Bank with a validity of the whole empanelment period and 45 days beyond the date of completion of the empanelment period.
- b) Performance Security has to be submitted within 7 days working from the date of issue of the empanelment offer to the successful bidder.
- c) Non-submission of Performance Security Deposit or in timely manner shall lead to suspension of the empanelment offer and forfeiture of the amount of EMD of the bidder.
- d) Successful bidder has to submit fresh Performance Security of same amount in case of extension beyond the initial contractual period along with the willingness certificate of extension with contractual rates, terms & conditions.
- e) Performance Security of the firm will be forfeited in the events as mentioned under General Terms and Conditions in this Tender Document.

Validity of bids

Bids should be kept valid for acceptance by DBT for a period of 120 days after the tender opening date.

Period of empanelment

- (i) The total period of empanelment will be three years from the date of issue of offer for empanelment.
- (ii) The period of empanelment can be extendable for a further period of two more years on same rate, terms and conditions of the contract, depending upon the satisfactory performance/services during the period of empanelment.

Payment Terms

- (i) No advance payment will be made.
- (ii) The payment of dues to the concerned empanelled agency will be made on the basis of invoices submitted on quarterly basis and certification of the authority looking after the Patenting and IP matters to the effect of work done and satisfactory performance as per the rates approved.

- (iii) Tax Deduction at Source (TDS) shall be effected from each bill/invoice (as applicable) of the agency under the statutory rules of Union Govt. in respect of Income Tax & other Taxes etc.

Applicable law

The contract shall be interpreted in accordance with the laws of Union of India. For judicial adjudication, the disputes, if any, arising out of the Contract shall be subject to the jurisdiction of the Courts in Delhi only and will be settled accordingly.

Disputes & Arbitration

- (i) All disputes arising out of execution of the contract shall be settled through arbitration. Both the parties shall first try to resolve the disputes amicably by mutual consultation. If they fail to resolve the disputes by such mutual consultation within 21 days, then, depending upon the position of the case, either of the party shall give notice to the other party of its intention to commence arbitration as per the Indian Arbitration and Conciliation Act, 1996.
- (ii) Sole Arbitrator shall be appointed by Secretary, DBT, New Delhi within 30 days of notice regarding appointment of Arbitrator.
- (iii) The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996.
- (iv) Notwithstanding any dispute between the parties, the agency shall not be entitled to withhold, delay or defer his obligation under the contract and the same shall be carried out strictly in accordance with the terms & conditions of the contract.

GENERAL TERMS AND CONDITIONS

- i. Tenders received after prescribed closing date and time shall not be accepted under any circumstances.
- ii. Bids received in the format prescribed in this tender document shall only be considered. Bidders have to furnish the Technical and Financial Bids, only in the prescribed formats as enclosed. Bids not received in the prescribed format shall be rejected and no correspondence in this regard will be entertained.
- iii. Bids received without EMD shall be summarily rejected.

- iv. EMD of tendering firms who submit the sealed tender but withdraw the same before expiry of the tender validity date shall be forfeited.
- v. EMD of the successful tenderer shall be released only after submission of Performance Security of specific amount prescribed in this Tender Document.
- vi. EMD of the tenderers who fail to honour the offer for empanelment issued by the Department in prescribed time limit shall stand forfeited. No representation in this regard shall be entertained by the Department.
- vii. No interest will be paid by the Department for not releasing the EMD amount within the tender validity period or at any circumstances.
- viii. EMD will be returned to unsuccessful tenderers immediately after the completion of the tendering process.
- ix. The terms and conditions stipulated in the tender document shall be integral part of the empanelment contract.
 - a) Any conditional offers made by the tenderer or any alternations/ corrections made in the tender form shall not be considered. Similarly, incomplete and unsigned tender documents will be summarily rejected.
 - b) The contract once awarded can be terminated by either party after giving one months' notice to the other party. Nevertheless, the Department of Biotechnology would have the right to terminate the contract without notice before the expiry of the term, in case the work performance is not found up to the standard, or in case there is any violation of the terms and conditions of the contract or DBT/Government of India (GOI) rules & regulations, or if there is any incident of indiscipline on the part of the Contractor or his staff. The decision of Secretary, DBT in this regard would be final and binding on the Contractor.
 - c) If the service of the agency continuously remains deficient, the Performance Security of the agency would be forfeited. Non-compliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.
 - d) DBT reserves the right to reject any or all tenders and to cancel the process at any time prior to award of contract without assigning any reason.

- e) The empanelled agency will give an undertaking to the effect that it shall maintain full confidentiality of all the cases referred to it and shall not disclose any data/information to the unauthorized person or agency.

- f) The rate quoted shall remain firm during the period of contract.

DEPARTMENT OF BIOTECHNOLOGY

FORMAT

**TECHNICAL BID FOR EMPANELMENT OF IPR ATTORNEYS/ FIRMS/
INSTITUTIONS**

Last Date for Submission of Quote: **25.04.2019**

Date of Opening: **25.04.2019**

Time of Opening: **15.00 Hrs**

Venue: **Department of Biotechnology, New Delhi**

1. Office Set Up of the attorney/firm/institution

1.1 Name of the Firm/Company

1.2 Office Address

Phone No.

Fax No.

E-mail:

1.3 Year of establishment, legal status, Registration details, PAN No. etc.:

1.4 Phone No. & Contact Person with Designation

Mr./ Ms.

Designation:

Phone No.

Fax No.

E-mail:

1.5 Details of Branch Office, if any

1.6 Organizational Set up of the firm

**Number of patent attorneys in Biotechnology with their name,
age, qualification and experience
(Please enclose as separate sheet)**

2. Details of experience:

2.1 Number of Patent applications filed/granted/sealed in Biotechnology so far (Pl. give details separately for Government/Semi-Government/Autonomous institutions & Universities and Reputed Corporate Clients, based in India):

(a) In India.....

(b) Abroad

2.2 Number of Patent Applications filed/ patents granted in Biotechnology during last five years i.e. 1st April 2013 to 31st March 2018 (Pl. give details separately for Government/Semi-Government/Autonomous institutions & Universities and Reputed Corporate Clients, based in India):

(a) Indian Patent Applications filed:

(b) Indian Patents Granted:

(c) International Patent Applications Filed:

(d) International Patents Granted:

2.3 List of Clients:

2.4 Please provide details of patent applications filed and patents granted in Biotechnology during last five years i.e. 1st April 2013 to 31st March 2018 as per following details:

(a) In India

| S. No. | Application No. | Applicant/ Client (based in India) | Title | Patent No. (if granted) |
|--------|-----------------|--|-------|-----------------------------|
| | | | | |
| | | | | |

(b) Abroad

| S. No. | Country of Filing | Application No. | Applicant/ Client (based in India) | Title | Patent No. (if granted) and Country |
|--------|----------------------|-----------------|--|-------|--|
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3 Other Details:

3.1 Countries of Operation

3.2 Annual turnover for last 3 years

3.3 Procedures adopted by the firm to maintain security of information related to hard copies and computer based transaction/exchange of information between the clients and the firm

- 4 Detail of EMD: D. D. No. _____ date _____ issued by _____**
5 Any other information considered necessary but not included above

**Signature, Name & Designation of the authorized
person with seal of the firm**

(Note : Please attach separate sheet for furnishing information in case the space in the format is insufficient)

FINANCIAL BID FOR EMPANELMENT OF IPR ATTORNEYS**SCHEDULE OF CHARGES**
(Excluding Govt. Fee)

Important: The Rates quoted should be strictly as per format
 No two rates should be merged in one column
 Any deviation from the given format will entitle DBT to reject such quotes

DBT has the right to reject any or all quotations without assigning any reason.

Section I: Patents

| 1. | Application | Rs. |
|-----------|---|------------|
| 1.1 | Drafting and Filing Application with Provisional Specification along with all necessary forms such as Form 1, Form 2 , Form 3, Form 5 , Form 8 and Form 26 | |
| 1.2 | Drafting and Filing Complete Specification thereafter with all necessary forms such as Form 1, Form 2, Form 3, Form 5, Form 8, Form 18 and Form 26 | |
| 1.3 | Drafting and Filing Application with Complete Specification in the first instant along with with all necessary forms Form1,Form 2, Form 3, Form 5, Form 8, Form 18 and Form 26. | |
| 1.4 | Drafting and Filing of Patent of Addition | |
| 1.5 | Drafting and Filing of Divisional Application | |
| 1.6 | Making Request for Filing Patent Application Abroad without filing in India (Form 25) | |
| 1.7 | Taking - over already Filed Application, per case | |
| 1.8 | Charges towards Filing Various forms if not done earlier at the time of Filing the application such as Form 3, Form 5, Form 8, Form 18 and Form 26 | |
| 1.9 | NBA permission | |
| 1.10 | Typing (original & 4 copies) per page, if any. | |
| 1.11 | Discussion with Inventor per hour at Attorney's Office | |

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| 2. | Preparation of drawings/sequences etc. | |
| 2.1 | A4 size Paper / Sheet | |
| 2.2 | In any Other Material Form / Sheet | |
| 3 | Extension of Time & Late Filing (Preparing and Filing) | |
| 3.1 | Preparing and Filing a Petition for extension of time (Form 4) | |
| 3.2 | Late Submission of Forms or Documents | |
| 4 | Prosecution | |
| 4.1 | Obtaining Certified Copies of Patent Applications | |
| 4.2 | Reporting Official Action including Examination Report | |
| 4.3 | Filing a Response or Amending Specification and Refiling, in response to FER, SER etc (Form13) | |
| 4.4 | Subsequent Reporting of corresponding application, if any | |
| 4.5 | Filing of Documents after Prescribed Period with Petition of Condonation of Delay in Filing | |
| 4.6 | Discussions at Patent Office during Prosecution of Application per appearance | |
| 4.7 | Post dating of Application | |
| 4.8 | Filing a Request for Early Publication (Form 9) | |
| 4.9 | Checking the publication for publication error | |
| 4.10 | Reporting of Patent Application in order of Grant, Obtaining and mailing Letter Patent Document | |
| 4.11 | Attending to Renewals and Mailing of Renewal Certificate per Year (Block-wise) | |

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| 4.12 | Attending to Restoration of Lapsed Patent - Filing Petition and Attending to Payment of Fees (Form 15) | |
| 4.13 | Reporting Working of Patents per year (Block-wise) under Section 146 (Form 27) | |
| 4.14 | Request for Termination of Compulsory License (Form 21) | |
| 4.15 | Filing Petition generally for Specific Reliefs or Orders of Controller under Different Rules (Form 24) | |
| 4.16 | Request for Withdrawal of Application | |
| 5 | Assignment and Licenses | |
| 5.1 | Drafting Deed Documents | |
| 5.2 | Filing Application for Registration for Assignment /License (Form 16) (a) One Patent (b) Each Additional Patent included at the same time in the same deed | |
| 5.3 | Application for Revision of Terms and Condition of License (Form 20) | |
| 5.4 | Charges for Making an Application for Compulsory License (Form 17) | |
| 5.5 | Application for Revocation of a Patent for Non Working (Form 19) | |
| 6 | Recordal of Change of Name, Address, Nationality etc. (Form 6 and Form 10) | |
| 6.1 | Filing Application in respect of One Patent | |
| 6.2 | For Additional Patent included at the same time | |

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| 7 | Opposition | |
| 7.1 | Filing Pre-grant Opposition | |
| 7.2 | Filing Notice of Opposition (Post Grant Opposition) - Form 7 | |
| 7.3 | Drafting “Statement of Opposition”, Written Statement and Affidavit(s) | |
| 7.4 | Drafting Reply Statement and Affidavit(s) | |
| 7.5 | Attending Hearing/ day at Patent Office in the City of the Attorney’s Office | |
| 7.6 | Attending Hearing/ day at Patent Office not in the City of Attorney’s Office | |
| 7.7 | Attending Interlocutory Petition Hearings | |
| 7.8 | Notice of Opposition to Amendment/Restoration/Surrender of Patent/Grant of Compulsory License or Revision of Terms thereof or to Correction of Clerical Errors (Form 14) | |
| 7.9 | Request for the Grant of Patent u/s 26 and 52 (Form 12) | |
| 7.10 | Charges for Making a Request for Direction of the Controller u/s 51 (1) and 51(2) - Form 11 | |
| 8 | Visits Outside Office & Discussions | |
| 8.1 | Per Visit Charges for Local Visit | |
| 8.2 | Per Visit Charges for Outstation | |
| 9 | Patent Revocations/Infringement, Initialing Revocation/Infringement, Defending Revocation/Infringement | |

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| 9.1 | Drafting of Infringement Suit | |
| 9.2 | Drafting of Revocation Suit | |
| 9.3 | Representation Charges | |
| 9.4 | Any Other Charges, if any (Name the Item of Charge) | |
| 10 | Miscellaneous | |
| 10.1 | Consultation Charges/ Hour or a part thereof | |
| 10.2 | Conducting Prior Art Search or Novelty Search and Submission of International Search Report thereof | |
| 10.3 | Photocopying, Fax, Courier, Postage Charges and other Out of Pocket Expenses, if any | |
| 11 | Filing of Foreign Patent Applications* | |
| 11.1 | Filing of a Patent Application/ Country through National Route** | |
| 11.2 | Per Action Charges for Prosecuting Each Application till Grant of Patent** | |
| 11.3 | Charges for Renewal as and when falls due | |
| 11.4 | Any Other Charges (a) Out of Pocket Expenses (b) Offering technical opinion | |

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| 11.5 | Request for substantive examination | |
| 12 | Filing of PCT application | |
| 12.1 | Preparing and Filing a PCT Application | |
| 12.2 | Filing Formal Documents such as POA, Inventorship Declaration as per PCT Format etc | |
| 12.3 | Filing “Statement under Article 19” for Amendments | |
| 12.4 | Filing Demand for Preliminary Examination | |
| 12.5 | Filing Response to Written Opinion/Preliminary Examination Report and for Filing Amendment under PCT Article 34 | |
| 12.6 | Filing National Phase Applications including Changes in the Claims if necessary | |

*Excluding Govt. fee, taxes and Foreign Associate charges
**Not to be quoted as a percentage of Associate Charges

CERTIFICATE/UNDERTAKING

This is to certify that our quote is strictly as per given format with no deviation. If any deviation is noticed, we have no objection to DBT rejecting our quote. Our quotation runs into:

Total number of pages:

Total number of Annexures/Enclosures:

We have no objection to the right of DBT rejecting any or all quotations without any reason/explanation.

We undertake to provide our professional services for three years from the date of DBT's work order to the satisfaction of DBT with the provision of annual review of the performance. No advance payment will be made for any work by DBT. While submitting the bill(s) for payment(s), we further undertake to submit necessary documents viz., CBRs issued by IPOs, Associate bills/Debit notes, Proof of foreign remittance, Bank advice indicating the currency conversion rate at the time of remittance in support of and for verification of the bill(s). In case DBT is not satisfied with our services during the effective period of three years, DBT is fully empowered to terminate the work order at any time by giving us one month advance notice at the following address addressed to:

Shri Title:..... Address:

In the event of any dispute or difference between us, we hereby agree and undertake to resolve such dispute or difference amicably by mutual consultation or through the good offices of empowered agencies of the Government and if such resolution is not possible, to refer then such unresolved dispute or difference to arbitration in terms of the office memorandum No. 53/3/1/84-Cab dated 12th March, 1985 issued by the Cabinet Secretariat, Department of Cabinet Affairs as modified from time to time. We further hereby agree that the Arbitration & Conciliation Act, 1996 shall be applicable to the arbitration under such eventualities and award/decision of the arbitrator shall be final and binding upon us.

I am fully competent to submit this quotation on behalf of my company.

Place:

Date:

(Signature, Name of Signatory & Seal of Company)