

**INTELLECTUAL PROPERTY RIGHT CELL
THAPAR INSTITUTE OF ENGINEERING & TECHNOLOGY, PATIALA**

Empanelment of IPR Attorneys/Firms/Institutions

Dear Sir/Madam

Thapar Institute of Engineering and Technology is Deemed University set up in 1956. The institute runs various degree program in engineering, science and technology leading to Bachelor, Masters, MPhil and PhD. TIET wishes to set up a panel of attorneys/firms/institutions for providing professional services on patenting of engineering, science & technology products/processes and undertaking IP protection activities, on its behalf.

In this connection, TIET 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 all disciplines at national and international level up to grant, maintenance & handling the patent cases.

The closing date for submission of offers/quotations is 17:30 Hrs. (IST) on 14th Aug, 2020. All offers/quotations in sealed envelope duly signed by an authorized person of the attorney/firm/institution should reach

Chairman, IPR Cell
Office of the Dean of Research & Sponsored Project
Thapar Institute of Engineering & Technology
Patiala - 147 004
Email: iprcell@thapar.edu

Please note that IPR Cell will not accept any intent through Email.

Complete Details of the quotation and application format is attached herewith for your information and application. In case of any query, feel free to contact at iprcell@thapar.edu.

With best wishes

IPR Cell
TIET, Patiala

Eligibility Criteria

1. The attorneys/firms/institutions should have professional experience with at least five years in the business of filing/maintaining IPRs in Engineering, Science & Technology, Chemistry etc at national and international level, for clients based in India, as on 31st March, 2020.
2. It should have filed at least 500 Indian Patent Applications and 50 international Patent Applications in Engineering, Science & Technology, during last five years i.e. from 1st April 2014 to 31st March, 2020.
3. It should have a track record of grant of at least 50 Indian Patents and 05 International Patents in Engineering, Science and Technology during last five years i.e. from 1st April 2014 to 31st March, 2020.
4. It should have rendered IPR services in Engineering, Science & Technology Disciplines during last five years for Government/Semi-Government/Autonomous institutions & Universities and Reputed Corporate Clients.

5. The Attorneys / Firms may be based in Chandigarh, NCR-Delhi preferably and an established network of top leading foreign attorneys worldwide.
6. Information on point number 02, 03, and 04 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 superscribing the envelope with "Application 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. The closing date for submission of offers/quotations is 17:50 Hrs. (IST) on 14th Aug, 2020. All offers/quotations in sealed envelope duly signed by an authorized person of the firm/Institution should reach

The Chairman, IPR Cell

Office of the Dean Research and Sponsored Project (DoRSP)

Thapar Institute of Engineering & Technology

Patiala – 147 004

6. After opening of the Technical bid, the capability and suitability of the attorneys/firms/institutions shall be evaluated. The bidders may be asked to give presentation before the screening committee. The date and time will be intimated separately. The number of the attorneys/firms/institutions to be empanelled will be decided by the institute based on the number of bids received and their evaluation.
7. If any clarification is required, it should be obtained before filling the Tender Document.
8. 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 2018. The tenderers who do not fulfil all or any of the tender conditions or if the tender is incomplete in any respect, will be summarily rejected.
9. Empanelled Attorneys/Firms/Institutions shall maintain confidentiality of all the cases referred to them and shall not disclose the details to any unauthorized person.
10. The institute is not bound to accept the lowest quote.
11. The institute reserves the right to accept or reject the tenders in full or part without assigning any reason thereof.

Period of empanelment

- (i) The total period of empanelment will be five years from the date of issue of offer for empanelment. However, Legal Section, TIET shall review the performance after 3 (three) years and in case the performance is not satisfactory then the agreement shall be terminated after the expiry of three years.
- (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 **The Legal Cell of the TIET** 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. 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 TIET 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 TIET/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, TIET 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. TIET 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.