



राष्ट्रीय वनस्पति स्वास्थ्य प्रबंधन संस्थान  
National Institute of Plant Health Management  
कृषि एवं सहकारिता विभाग, कृषि एवं किसान कल्याण मंत्रालय, भारत  
सरकार



Department of Agriculture & Cooperation  
Ministry of Agriculture & Farmers Welfare, Government of India

Telephone: 9140-24015374  
E-mail: niphm@nic.in  
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Rajendra Nagar,  
Hyderabad – 500 030  
<http://niphm.gov.in>

No. NIPHM/8/PBD/Patent/2015-16/13

Dated: 01-10-2015

To

Sir/Madam,

*\*(The tender document is also being uploaded on the NIPHM website <http://niphm.gov.in> & [www.eprocure.gov.in](http://www.eprocure.gov.in) and the other prospective bidders can make use of the document downloaded from the website)*

Sub: Entering into Annual Rate Contract to avail the professional services for filing the patents of NIPHM invented products/techniques to the Indian Patent Office on need basis – Reg.

\* \* \*

National Institute of Plant Health Management (NIPHM) invites ‘Sealed Bids’ under ‘two cover systems’ from eligible bidders to entering into Annual Rate Contract to avail the professional services for filing the patents of NIPHM invented products/techniques to the Indian Patent Office. Detailed terms and conditions and list of items required may be downloaded from the NIPHM website <http://niphm.gov.in> & [www.eprocure.gov.in](http://www.eprocure.gov.in)

The schedule of receipt and opening of quotations is as under:-

Last date and time for receipt of bids : 15:00 hrs on 27<sup>th</sup> October, 2015.

Date & Time for opening of bids : 16:00 hrs on 27<sup>th</sup> October, 2015.

Registrar I/c.



राष्ट्रीय वनस्पति स्वास्थ्य प्रबंधन संस्थान  
National Institute of Plant Health Management  
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Rajendra Nagar,  
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## निविदा दस्तावेज हेतु TENDER DOCUMENT FOR

भारतीय पेटेन्ट कार्यालय को आवश्यकता के आधार पर  
एनआईपीएचएम अन्वेषित उत्पादों/तकनीकों की पेशेवर सेवा  
लाभ लेने हेतु वार्षिक दर संविदा पर करार करने हेतु

## ENTERING INTO ANNUAL RATE CONTRACT TO AVAIL THE PROFESSIONAL SERVICES FOR FILING THE PATENTS OF NIPHM INVENTED PRODUCTS/TECHNIQUES TO THE INDIAN PATENT OFFICE ON NEED BASIS

**Note:**

1. The bidders are requested to sign on all the pages.
2. This tender document can be downloaded from website <http://niphm.gov.in> & [www.eprocure.gov.in](http://www.eprocure.gov.in)

(Please sign on each page)

3. The tender document is to be put in a cover which should also be sealed & superscribed “Entering into Annual Rate Contract to avail the professional services for filing the patents of NIPHM invented products/techniques to the Indian Patent Office on need basis”

#### **TABLE OF CONTENTS**

<b>Sl. No.</b>	<b>Description</b>	<b>Page No</b>
1	Preamble of Tender	2-3
2	Check List	3-4
3	Salient Features of the Tender	4-5
4	General Instructions	5-6
5	Eligibility Criteria	7-8
6.	Scope of work, Terms of Supply and Price Bid Validity	8-9
7	Submission of Tender	9-11
8	Opening of Tenders	11
9	Tender Evaluation Criteria	11-12
10	Acceptance of Tender	12
11	Rejection of Tender	12
12	Payment of Security Deposit	13
13	Terms of Payment	13
14	Extension of Contract	13
15	Details of Bidder's Profile/Part 'A' Annexure-I	14
15	Technical specification–statement: – <b>Entering into Annual Rate Contract to avail the professional services for filing the patents of NIPHM invented products/techniques to the Indian Patent Office on need basis</b> Annexure–II	15
16	Details of Price Bid/Part 'B' Annexure – III <b>Entering into Annual Rate Contract to avail the professional services for filing the patents of NIPHM invented products/techniques to the Indian Patent Office on need basis</b>	16-17
17	Format for undertaking – Annexure – IV	18
18	Format for Authorisation letter – Annexure – V	19

#### **1. निविदा की उद्देशिका**

##### **Preamble of Tender**

राष्ट्रीय वनस्पति स्वास्थ्य प्रबंधन संस्थान, कृषि एवं किसान कल्याण मंत्रालय , भारत सरकार के अन्तर्गत एक स्वायत्त निकाय है, जो पर्यावरणीय सतत् पादप स्वास्थ्य प्रबंधन प्रणाली को विविध रूप एवं बदलते हुए कृषि-जलवायु परिस्थितियों में बढ़ावा देने के लिए प्रतिबद्ध है तथा केन्द्रीय एवं राज्य सरकार को पादप स्वास्थ्य प्रबंधन, सफाई एवं पादपस्वच्छता जैसी मुद्दों एवं उभरती हुई जैवसुरक्षा चुनौतियों से निपटने के लिए नीति समर्थन प्रदान करता है।

National Institute of Plant Health Management, an autonomous Institute under Ministry of Agriculture & Farmers Welfare, Govt. of India is mandated to promote environmentally

(Please sign on each page)

sustainable Plant Health Management Practices in diverse and changing agro-climatic conditions and provide policy support to Central and State Government on Plant Health Management, Sanitary and Phyto-sanitary issues and emerging bio-security challenges.

एनआईपीएचएम भारतीय पेटेन्ट कार्यालयों से आवश्यकता के आधार पर एनआईपीएचएम अन्वेषित उत्पादों/तकनीकों के पेशेवर सेवा लाभ लेने हेतु वार्षिक दर संविदा पर करार करना चाहता है। निविदा के अनुवर्ती पृष्ठों में विस्तृत विनिर्देशन सूची दी गई है। बोली लगाने वाला अपनी ईच्छानुसार सभी मदों या मदों को उद्धृत (कोट) कर सकता है।

**NIPHM is intending to enter into Annual Rate Contract to avail the professional services for filing the patents of NIPHM invented products/techniques to the Indian Patent Office on need basis. Detailed specifications are listed out in subsequent pages of the tender document. Bidders may quote for all the items, or items of their choice.**

इस संबंध में एनआईपीएचएम 'दो कवर सिस्टम' के तहत बिडरों/निविदाकारों से भारतीय पेटेन्ट कार्यालयों से आवश्यकता के आधार पर एनआईपीएचएम अन्वेषित उत्पादों/तकनीकों के पेशेवर सेवा लाभ लेने हेतु वार्षिक दर संविदा पर करार के लिए 'मोहरबंद बोली' आमंत्रित करता है।

In this connection, NIPHM invites 'Sealed Bids' under 'two cover system' from the eligible bidders /Tenderers, for into Annual Rate Contract to avail the professional services for filing the patents of NIPHM invented products/techniques to the Indian Patent Office on need basis.

## 2. CHECK LIST

### **BIDDER TO FILL IN THE CHECK LIST GIVEN BELOW**

(State YES/NO for each item)

Sl. No.	Details	YES/NO
1.	<b>Whether the Technical Bid (envelope A) and Price Bid (envelop B) are submitted in separate covers and both the covers enclosed in a common envelop.</b>	
2.	<b>Whether Technical Bid (Envelope A) contains:</b>	
	a) Pre-Qualification details as laid down in the Tender under Eligibility Criteria.	
	b) Signed Technical Bid of the original Tender document and other supportive documents including leaflets/pamphlets.	
	c) Filled up and signed Technical Specification statement viz., Annexure I	
	d) Technical specification statement : <b>Entering into Annual Rate Contract to avail the professional services for filing the patents of NIPHM invented products/techniques to the Indian Patent Office on need basis</b>	
	1. Letter of Authorization for signing the Tender document viz., Annexure IV.	
	2. Under taking as per Annexure	
	3. Copies of Audited Annual reports	
3.	<b>Whether Envelope-B contains:</b> Filled up and signed Price Bid documents, viz., Annexure III	

(Please sign on each page)

**NOTE:** Please ensure all the relevant boxes are marked **YES/NO** against each column.

**IMPORTANT NOTE: Bidders must ensure that all the required documents indicated in the Tender documents are submitted without fail. Tenders received without supporting documents for the various requirements mentioned in the tender document are liable to be rejected at the initial stage itself.**

3) **SALIENT FEATURES OF THE TENDER**

<b>TENDER for entering into Annual Rate Contract to avail the professional services for filing the patents of NIPHM ON NEED BASIS</b>		
1	Tender inviting Authority , Designation and Address	The Registrar, National Institute of Plant Health Management, Rajendranagar HYDERABAD – 500 030, Telangana Phone No. 24015346/043/374 Telefax No. 24015346 Email : <a href="mailto:niphm@nic.in">niphm@nic.in</a> ; <a href="mailto:registrarniphm@nic.in">registrarniphm@nic.in</a> Website : <a href="http://niphm.gov.in">http://niphm.gov.in</a>
2	a)Name of the Work	<b>Entering into Annual Rate Contract to avail the professional services for filing patents of NIPHM</b> invented products/techniques to the Indian Patent Office on need basis
	b)Tender reference	<b>No. NIPHM/8/PBD/Patent/2015-16/13</b>
	c)Place of contract	NIPHM, Rajendranagar, Hyderabad – 500 030, Telangana
	d) Contract Period/validity period of Bids	Bid prices shall remain <b>valid for a period of one year</b> after the last date for bid submission. However, the purchaser reserves the right to seek consent for an extension of the period of validity. <b>A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.</b> And the Purchaser reserves the right to increase/decrease the quantity of goods, originally specified in the Schedule of Requirements.
3	Availability of Tender documents	Tender documents can be downloaded from <a href="http://niphm.gov.in">http://niphm.gov.in</a> & <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> at free of cost.
4	Earnest Money Deposit(EMD)	Bidders are exempted from Earnest Money Deposit.
5	Due Date, Time and Place of Submission of Tender	<b>Up to 15.00 hrs on 27-10-2015</b> at the address mentioned in (1)
6	Date, Time and Place of Opening of Bidder's Profile-A	<b>On 27-10-2015 at 16.00 hrs</b> at the address mentioned in (1)

7	<p><b>Other important criteria specified by the Tender Inviting Authority:</b></p> <p><b>I) Eligibility Criteria :</b></p> <ol style="list-style-type: none"> <li>The bidder should have at least 3 years similar work experience as on the last date of the submission of the tender.</li> <li>The firm should be registered under Income Tax Act.</li> <li>The firm should be registered under Service Tax/VAT/CST.</li> <li>The annual gross turnover of the firm should be more than Rs. 10 lakhs atleast for 2 years.</li> <li>Should have offered patenting services for the agriculture inventions in the past to agriculture government institutes/Government organizations.</li> </ol>
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#### **4. GENERAL INSTRUCTIONS:**

**Name of the Work(s):** (1) **Entering into Annual Rate Contract to avail the professional services for filing patents of NIPHM invented products/techniques to the Indian Patent Office on need basis.**

4.1 The Bidders are requested to examine the instructions, terms & conditions and specifications given in the Tender. Failure to furnish requisite information in all respects may result in rejection of the bid. **Tenders received after due date and time shall be rejected.**

#### **4.2 Clarifications in the Tender**

- A prospective Bidder requiring any clarification regarding the Tender may address the Tender Inviting Authority by letter or by Fax upto 48 hrs prior to the last date. NIPHM will respond in writing to any request for clarification in the Tender.
- The responses to the clarifications will also be notified on NIPHM's website <http://niphm.gov.in>

#### **4.3 Amendments to the Tender**

- NIPHM may amend the Tender Conditions up to 5 days prior to the time fixed for receipt of the Tender.
- Amendment to the tender, in response to clarifications sought by prospective Bidders, is solely at the discretion of NIPHM. Such amendments will be notified on NIPHM's website.
- NIPHM, at its discretion, may or may not extend the due date and time for the submission of bids on account of amendments. Extension of time, if any, will be notified on NIPHM's website.
- All the Bidders are advised to periodically browse NIPHM website <http://niphm.gov.in> for any amendments or corrigenda issued in connection with this Tender. NIPHM will not be responsible for any misinterpretation of the provisions of this tender document on account of the Bidders failure to update the bid documents based on changes announced through the website.

#### 4.4 The tender should be addressed to

The Registrar,  
National Institute of Plant Health Management,  
Rajendranagar, **HYDERABAD – 500 030, Telangana**  
Phone No. 24015346/043/374 Tele Fax No. 24015346  
Email : [niphm@nic.in](mailto:niphm@nic.in) ; [registrarniphm@nic.in](mailto:registrarniphm@nic.in) ;  
Website : <http://niphm.gov.in>

**4.5** Any offer made in response to this tender when accepted by NIPHM will constitute a contract between the parties.

**4.6** The supplier shall not be entitled to any increase in the rates

**4.7** The agency shall not transfer or assign sub-contract to any other party.

**4.8 Corrections**, if any, must be **attested**. All amounts shall be indicated both in words as well as in figures. Where there is difference between the amount quoted in words and figures, **amount quoted in words shall prevail.**

**4.9** The Price should be quoted only in Indian Rupees.

**4.10 Corrupt or Fraudulent Practices:** Bidders should observe the highest standard of ethics during the procurement and execution of such contracts.

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of public official in the procurement process or in contract execution, and

“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

NIPHM will reject a proposal for award if it is found that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

### 5) पात्रता मानदंड/ ELIGIBILITY CRITERIA:

निविदाकारों को निविदा को कोटिंग करने के लिए निम्नलिखित पात्रता मानदंड को पूरा करना होगा एवं तकनीकी बोली में पात्रता प्रमाण प्रस्तुत करना होगा।

The Bidders should meet the following Eligibility Criteria for quoting the tender and the proof for the Eligibility should be provided in the Technical Bid.

क्र. सं. Sl. No	न्यूनतम पात्रता मानदंड Minimum Eligibility Criteria	पात्रता को पूरा करने हेतु प्रस्तुत किये जाने वाले प्रमाण/ Proof to be submitted for fulfilling the Eligibility	पृष्ठ सं. Page No. (s)
1	निविदाकारों का प्रतिष्ठान / कंपनी भारतीय पेटेन्ट कार्यालय द्वारा अपेक्षित पंजीकरण के अनुसार पेटेन्ट फाइलिंग कार्य से संबंधित होना चाहिए।  The Bidder shall be a firm/individual dealing with patent filing work, as per the registration requirements by Indian patent office.	प्रमाण के तौर पर प्रदान किये गए यथा लागू प्रतिष्ठान / कंपनी पंजीकरण प्रमाणपत्र/लाइसेंस  Registration Certificate/license of the firm/individual as applicable (authorised by patent office) may be provided as proof	
2	प्रतिष्ठान/कंपनी को निविदा प्रस्तुत करने की अंतिम तिथि तक पेटेन्ट फाइलिंग कार्य संबंधी कम से कम 3 वर्षों का अनुभव होना चाहिए।  The firm/individual should have at least 3 years' experience in dealing with patents filing work on the last date of the submission of the tender.	पेटेन्ट कार्य संबंधी प्रमाण (ऐसे दस्तावेज जो प्रमाणित करता हो, कि संबंधित प्रतिष्ठान/संस्था ने पेटेन्ट फाइलिंग कार्य संबंधी पेशेवर सेवा मुहैया करवाई है)  Proof of the patent related work. (Documents to prove that the firm/individual has offered professional service for patents filing)	
3	प्रतिष्ठान का सकल वार्षिक लेनदेन(टर्नओवर) से कम से कम 02 वर्षों में रु. 10.00 लाख होनी चाहिए।  The firm should have gross annual turnover more than Rs. 10.00 lakhs at least for 2 years	सनद लेखाकार द्वारा अनुप्रमाणित विधिवत तौर हस्ताक्षरित वार्षिक लेखा की प्रतियां  Copies of Annual Accounts duly signed and attested by a Chartered accountant may be enclosed	
4.	विभिन्न सरकारी संस्थान/सरकारी संगठनों के लिए संचालित की गई पेटेन्ट फाइलिंग संबंधी प्रमाण Proof of patent fillings conducted for various Govt. Institutions/Govt. Organisations.	I. उत्पादों/तकनीकों की सूची List of products/techniques II. सरकारी संस्थानों/आसीएआर एवं राज्य कृषि विश्वविद्यालयों आदि की सूची List of Govt. Institutions/ ICAR and State Agricultural Universities etc.	

5.	पेटेन्ट फाइलिंग अर्जित विगत काल में भारतीय पेटेन्ट कार्यालय द्वारा स्वीकृत की जानी चाहिए।  Patent filing generated should have been accepted by Indian patenting Office in the past	दस्तावेजी प्रमाण संलग्न होना चाहिए।  Documentary proof may be enclosed.	
6.	कंपनी/प्रतिष्ठान का आयकर निर्धारण कम से कम पिछले 03 वर्षों की अवधि का होना चाहिए।  The firm/individual should be income tax assessee at least for a period of 3 years.	आयकर विवरणी की पावती की प्रतियां स्व अनुप्रमाणित या कंपनी का पैन कार्ड संलग्न होना चाहिए।  Self-attested copies of the acknowledgments of Income tax returns or PAN Card of the firm should be enclosed.	
7.	कंपनीवसाय वैटव्य//सीएसटी/सेवा कर के तहत पंजीकृत होनी चाहिए।  The firm should be registered under VAT/CST/Service Tax.	सेवाकर/वैट/सीएसटी प्रमाणपत्र की स्व अनुप्रमाणित प्रति  Self-attested copy of the Service Tax /VAT/CST certificate may be enclosed	

## 6. **SCOPE OF THE WORK:-**

- NIPHM wants to engage a firm/individual who would assist NIPHM in filing of patents for issuance of patents from Indian Patenting Authority for invented products /techniques of NIPHM on need basis over a period of one year. The required product /technique information should be filed in patent office within three weeks from the date of receipt of the information provided.
- The firm/individual is required to assist NIPHM on need basis and should attend for work at NIPHM whenever called for.
- The list of studies to generate the patenting is appended in the **ANNEXURE-II**
- Director General, NIPHM reserves the right to reject any or all the quotations received without assigning any reason whatsoever.
- The selected firm/individual has to enter into Non-disclosure agreement with NIPHM upon award of on contract.

### 6.1 **Terms of Supply:**

The firm should file the patents **within 3 weeks** from the date of receipt of information of product/technique.

## 6.2 Price Bid Validity:

- a) **Bids shall remain valid for a period of one year after the last date for bid submission.** However, the purchaser reserves the right to seek consent for an extension of the period of validity.
- b) The rates of the item(s) quoted by the supplier shall remain VALID AND FIXED during the period and this office is not responsible for any escalation in prices. If the supplier fails to supply the data as per the Rate Contract, the same shall be obtained from the market and the excess amount shall be recovered from the performance security of the firm. If the Performance guarantee amount is exhausted, then the firm will be black listed for any data generation in future to the NIPHM.

## 6.3 RATES AND PRICES

- a. Bidders should quote the rates in the format given Price Bid - Annexure – III Incomplete bids will be summarily rejected. All corrections and alterations in the entries of tender papers shall be signed in full by the Bidder or authorized representative with date. No erasing or over writings are permissible. Price quoted shall be firm and final.
- b. **Prices quoted should be for FREE DELIVERY at NIPHM, Hyderabad-500 030.**
- c. The percentage of Service Tax/VAT/CST, surcharge, if applicable and other levies legally leviable and intended to be claimed should be clearly indicated in the tender. Where this is not done, no claim on these accounts would be admissible later.

## 7. SUBMISSION OF TENDER:-

**Submission of Tender: Two-cover system will be followed:**

### 7.1 General Instructions:

- a) The Tender proposes two stage tender systems viz. **(1) Technical Bid** and **(2) Price Bid**.
- b) The bids should be submitted in two envelopes viz.  
**Envelope-A:** Bidder Profile / PART – A (Annexure I & Annexure II)  
**Envelope-B:** Price Bid/Price Bids / PART – B (Annexure III)
- c) Both the covers must be sealed separately and super scribed with Tender number, due date and Name of the Envelope on the respective covers. These two covers should be enclosed in a separate cover and addressed to the Inviting Authority i.e., Registrar, NIPHM, Rajendranagar, Hyderabad – 500 030.

### 7.2 Details to be furnished in the Envelope-A Technical Bid:

- a) Profile of the Company – stating whether the firm is a partnership/registered firm under the Companies Act along with its necessary enclosures
- b) Technical specification statement – Annexure II.

(Please sign on each page)

- c) Undertaking and Authorization letter (as per Annexures IV and V) from the Competent Authority of the Company to sign this Tender document. Documents received without such authorization will not be considered for further processing. This is not applicable if the proprietor signs himself as competent authority.
- d) The Bidders should furnish the location, with addresses and license details of the firm.
- e) The Bidders shall furnish as part of the bid, documents establishing the bidders eligibility to bid and its qualifications to perform the Contract if their tender is accepted.

The documentary evidence of the Bidders qualifications shall be established to the satisfaction of NIPHM. However, the decision of Director General, NIPHM will be final in this regard.

### 7.3 Signing of Bids

*Individual signing the tender or other documents connected with contract must specify whether he signs as:*

- i) *A “Sole proprietor” of the concern or constituted attorney of such sole proprietor;*
  - ii) *A partner of the firm, if it is a partnership firm in which case he must have authority to execute on behalf of the firm.*
  - iii) *Director or a Principal Officer duly authorized by the Board of Directors of the Company, if it is a Company.*
- a) The bids 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. **Bidders are requested to sign each and every page of the tender document including Annexure(s) attached thereto.**
  - b) Any alterations, erasures shall be treated valid only if they are authenticated by full signature by the person or persons authorized to sign the bid. Tender documents should be free from over writing.

### 7.4 Details to be furnished in the Price Bid – Envelop “B”

Prices must be quoted only in the Price Bid Form (Please see the “**PART-B- PRICE BID**” – ANNEXURE III

### 7.5 Mode of Submission:

- a) Both the Envelopes viz. **Envelope-A** and **Envelope-B** must be put in a single cover, sealed and must be super scribed “**Tender for Entering into Annual Rate Contract to avail the professional services for filing the patents of NIPHM invented products/techniques to the Indian Patent Office on need basis**”. It shall be addressed

(Please sign on each page)

to The Registrar, National Institute of Plant Health Management, Rajendranagar, Hyderabad – 500 030. A.P.

- b) The Tender may be dropped in the Tender box kept at NIPHM office.
- c) Alternatively, the Tenders must reach NIPHM on or before the due date and time by registered post/courier. NIPHM will not be liable or responsible for Postal/Courier delay, if any.
- d) The Tenders received after Due Date and Time or Unsealed or incomplete shape or Tenders submitted by Facsimiles (FAX) or by Electronic mail will be summarily **rejected**.
- e) A Tender once submitted shall not be permitted to be altered or amended.

**7.6 Service of Notice:**

Any notice hereunder may be served on the Successful Bidder by Registered Post at his last known address. Proof of issue of any such notice should be conclusive of the Successful Bidder having been duly informed.

**8. OPENING OF TENDERS**

**8.1 Tender Opening:**

- a) Tenders will be opened at the prescribed date and time in the presence of Bidders or their representatives who choose to be present. The representatives of Bidders must bring the authorization letter from the bidding companies for attending the Tender opening. Not more than two representatives for each Bidder would be allowed to take part during the bid opening process.

**Envelope-A** containing Technical Bid for **Entering into Annual Rate Contract to avail the professional services for filing the patents of NIPHM invented products/techniques to the Indian Patent Office** “would be opened first. Eligibility Criteria such as pre-qualification conditions will be checked and the supporting documents would be cross checked wherever required.

- b) Only the Technical Bid will be opened on the due date.
- c) The date, time and venue of opening the Price Bid will be intimated separately. The price bids will be opened at the appointed time in the presence of bidders who choose to be present.
- d) Tenders non compliant with any of the tender terms will **not** be considered for the next stage i.e. for opening of the Price Bid.

**9. TENDER EVALUATION CRITERIA:**

The evaluation of Tenders will be done by NIPHM as detailed below:

**9.1. Technical Bid evaluation:**

Bidders will be eligible for further processing only if they fulfill the following criteria

- a) Compliance with the eligibility Criteria.

(Please sign on each page)

- b) Compliance with Technical and capacity requirements.
- c) The literature/pamphlets as applicable should be supplied along with the technical bid.

The bidders may provide a statement comparing the NIPHM specification and with that of the specifications offered by the firm and remarks as per the enclosed annexure-II.

NIPHM will prepare a list of Bidders whose bids are substantially responsive with the technical and capacity requirements as given in Tender form. The Tenders which do not match eligibility criteria or which do not conform substantially to the Technical Specifications shall be rejected. The Eligible bidders alone will be considered for further evaluation.

## 9.2 PRICE BID EVALUATION:

### Opening of Envelope-B Price Bid:

Bidders who are qualified in Technical Bid only will be called for Price Bid opening. The technically qualified bidders alone will be informed about the date and time of opening of the Price Bid and their Price Bids alone will be opened on the due date and time in the presence of the Bidders or their authorized representatives who choose to be present. The contract will be entrusted to the Bidder, whose bid has been determined as L1. L1 will be arrived after considering basic price, taxes and other charges, if any. In case the L1 agency who has been awarded the tender fails to execute the contract, NIPHM will have the right to choose L2 and shall recover the excess cost from L1 as penalty for backing out after award of contract. NIPHM further reserves the right to take legal action to get such firms black listed.

## 10. ACCEPTANCE OF TENDER

- a) The final acceptance of the Tender is entirely vested with NIPHM which reserves the right to accept or reject any or all of the Tenders in full or in part.
- b) After acceptance of the Tender by NIPHM, the Bidders shall have no right to withdraw his Tender and **Prices payable to the Supplier as stated in the Contract shall be firm and not subject to any adjustment during performance of the Contract.**
- c) The Tender accepting authority may also reject all the Tenders for reasons such as changes in the scope of work, lack of anticipated financial resources, court orders, accidents or calamities and other unforeseen circumstances.
- d) After acceptance of the Tender, NIPHM would issue Letter of Acceptance (LOA)/award the purchase order only to the Successful Bidder. NIPHM also reserve the right to issue Purchase Orders to more than one Bidder under rate contract. The letter of acceptance will include the details along with terms and conditions of the tender.

## 11. REJECTION OF TENDER:

NIPHM also reserves the right to reject/cancel the tender without assigning any reason thereof.

(Please sign on each page)

**12. PAYMENT OF SECURITY DEPOSIT (SD):**

- a. The Successful firm(s) shall require to deposit Rs.10000/- as Security deposit/Performance Security either by means of demand draft or irrevocable Bank Guarantee obtained from any nationalized/commercial banks in favour of National Institute of Plant Health Management (NIPHM), Hyderabad which should remain valid for 60 days beyond the date of completion of all contractual obligations of the supplier. The security deposit will be released/discharged after 60 days of completion all contractual obligations of the supplier.

**13. TERMS OF PAYMENT:**

Payment will be released within 15 days after supply of the complete data and issue of final certificate by the officer to that effect.

The Supplier/firm should submit the invoice in triplicate. The invoice should contain the Service Tax/VAT/CST registration number and there should not be any overwriting/cuttings/corrections. An advance stamped receipt should be enclosed along with invoice.

**14. EXTENSION OF CONTRACT:**

The contract period will initially be for a period of one year extendable on satisfactory performance and mutual consent on the same terms and conditions on half year/yearly basis subject to a maximum period of another two years.

\*\*\*

**15. Bidder's Profile- PART-A:-**

<b>1. THE FIRM</b> a) Name b) Regd. Address c) Address for correspondence d) <u>Contact Person's</u> i) Name & Designation ii) Address iii) Tel. No. Landline & mobile iv) Email ID	
<b>2. Type of Firm</b>	Sole proprietor/Private Ltd/ Partnership/ co operative / Public Co. (Pl. tick and enclose copy of Memorandum/Articles of Association/ Certificates of Incorporation)
2. Please mention PAN/GIR NO. & date & year of Registration. (please enclose photocopy)	
3. Please mention the Service Tax/Sales Tax/VAT registration details & year of Registration (please enclose photocopy)	
4. The annual gross turnover of the firm should be mentioned clearly. (Pl. encloses copies of ITR/Audited balance sheet and P&L account etc.)	
5. Income tax returns at least for a period of last three years.	
6. Relevant Experience as on 31.05.2014	

**प्राधिकृत अधोहस्ताक्षरी का हस्ताक्षर**

**Signature of authorised signatory**

नाम/ Name : \_\_\_\_\_

पदनाम/ Designation \_\_\_\_\_

मोहर/ Seal :

(Please sign on each page)

**संलग्नक/ ANNEXURE- II**

**TECHNICAL SPECIFICATIONS FOR ENTERING INTO ANNUAL RATE CONTRACT TO AVAIL THE PROFESSIONAL SERVICES FOR FILING THE PATENTS OF NIPHM INVENTED PRODUCTS/TECHNIQUES TO THE INDIAN PATENT OFFICE ON NEED BASIS.**

<b>क्र.सं. Sl. No</b>	<b>मद का विवरण Item Description</b>	<b>अनुपालन Compliance (हां/ना) (Yes/No)</b>
<b>1</b>	<b>A. Novelty search (Patent search)</b>	
	<b>B. Complete specification Patent Drafting</b>	
	<b>C. Indian Patent application Filing</b>	
	<b>D. Provide the required information time to time to patent office by informing NIPHM</b>	

(Please sign on each page)

## कीमत बोली/ PRICE BID

**Name of the item: Entering into Annual Rate Contract to provide the professional services for filing the patents - NIPHM invented products/techniques to the Indian Patent Office on need basis.**

**(As per specifications mentioned at Annexure-II)**

क्र.सं. Sl. No.	मद विवरण Item Description	कीमत/ Price (Rs.)	वैट/सीएसटी/सेवाकर VAT/CST/ Service Tax	अन्य कर यदि हो, तो Other taxes if any	कुल राशि Total Amount (Rs.)
1					
A.	<u>Novelty search *</u> (Patent search)				
B.	<u>Complete specification</u> <u>Patent Drafting</u>				
C.	<u>Indian Patent application</u> <u>Filing</u>				
2.	<u>Other Charges, if any</u> (please specify the details)				

\* NIPHM reserves the right to file the patents without novelty search, in such cases charges will not be payable by NIPHM for Novelty search component to the firm/individual.

**Note:**

- 1) The firm/individual should provide the required information time to time to patent office by informing NIPHM without any cost
- 2) VAT/ CST/ Service tax should be indicated clearly.
- 3) Prices should be quoted only in Indian rupees.
- 4) Accept the following terms and conditions
- 5) All Statutory fee payments will be made at prevailing rates by NIPHM

**Terms & Conditions:**

1. Confidential Information. NIPHM possesses information relating to the Project, and during such discussions it may be necessary to disclose to the Agency confidential information belonging to the NIPHM (the "Information"). The term "Information" shall also include drawings, analyses, compilations, studies, and the like, either in written or electronic format prepared by the agency using the Information of NIPHM.

3. The Agency's Duty. The agency should keep NIPHM's Information in confidence and not to disclose or use NIPHM's Information for any purpose (other than the purposes of the business arrangement proposed hereunder) without the prior written consent of NIPHM; provided, however, that nothing herein shall prevent the agency from disclosing the Client's Information to

(Please sign on each page)

its directors, officers, employees, if such persons have a need to know such Information for the purposes of evaluating the proposed business arrangement and are subject to a confidentiality obligation with respect to such Information. The agency should agree that it will be fully responsible for any breach by the agency's Representatives of their confidentiality obligations with respect to such Information.

4. Non-Disclosure/Publicity. Neither party will disclose, and each party will direct its Representatives who are aware of the contemplated discussions not to disclose, to any person the identity of the other party, the fact that Information has been made available or that discussions are taking place concerning the proposed business arrangement or any of the terms, conditions or other facts with respect to any such proposed business arrangement, including the status thereof.

5. Compelled Disclosures. In the event the agency (or any person to whom the agency has transmitted the Information received hereunder) are required by law or legal process to disclose any of such Information, the agency should (i) provide NIPHM with prompt notice of such event so that NIPHM may intervene to protect the confidentiality of the Information and (ii) at the NIPHM's request and expense, use reasonable efforts to obtain assurance that confidential treatment will be accorded to the Information to be disclosed.

6. Return of Information. All written and electronic documents containing Information and other confidential material in tangible form received by either party shall remain the property of the NIPHM. Upon request of the NIPHM and solely at the agency's expense, all such documents (together with any copies or excerpts thereof) and such other material received hereunder shall promptly be either returned to NIPHM or destroyed and the destruction confirmed to NIPHM in writing. Notwithstanding the return or destruction of the documents and materials, the agency should continue to be bound by agency's obligations.

7. No Right or License. No right or license to use any Information disclosed hereunder, either express or implied, is granted to the receiving party.

8. No Obligation to Pursue Proposed Transaction. Unless and until a definitive agreement between NIPHM and the agency with respect to the proposed business arrangement has been executed and delivered, NIPHM will not be under any legal obligation of any kind whatsoever with respect to such a transaction by virtue of this or any written or oral expression by any of its Representatives, except for the matters.

We are herewith undertaking that the details provided above are true and to abide by the terms and conditions contained in the bid document of NIPHM.

**प्रधिकृत पदाधिकारी का हस्ताक्षर**

**Signature of authorised official**

**(मोहर एवं स्टांप सहित/ With seal and stamp)**

**नाम/ Name:**

**पदनाम/ Designation:**

(Please sign on each page)

**UNDERTAKING**

1. मैं/हम वचन देता हूं /देते हैं कि मैंने/हमने सभी निबंधन एवं शर्तों को सावधानीपूर्वक अध्ययन कर लिया है एवं रावस्वाप्रसं (एनआईपीएचएम) के प्रस्तावित आपूर्ति संबंधी मानदण्डों को समझ लिया है तथा उल्लिखित सभी मानदंडों का अनुपालन करूंगा/करेंगे।

*I/We undertake that I/We have carefully studied all the terms and conditions and understood the parameters of the proposed supplies of the NIPHM and shall abide by them.*

2. मैं/हम यह भी वचन देता हूं/ देते हैं कि मैंने/हमने दिनांक----- के निविदा के संलग्नक II में उल्लिखित आपूर्ति करने संबंधी मानदण्डों एवं तकनीकी विनिर्देशन विशिष्टि” को समझ लिया है एवं “आपूर्ति संबंधी मानदण्डों एवं विनिर्देशन विशिष्टि’ के अनुसार आपूर्ति करूंगा/करेंगे” ।

*I/We also undertake that I/We have understood Technical Specifications for making the supplies” mentioned in Annexure II of the Tender dated \_\_\_\_\_ and shall make the supplies strictly as per these Technical Specifications for the supplies.*

3. मैं/हम आगे यह भी वचन देता हूं /देते हैं कि इस निविदा में सभी संदर्भों में दी गई सूचनाएं मेरी अधिकतम जानकारी के अनुसार सही और सत्य है एवं मैं/हम इसके प्रति पूरी जिम्मेदारी लेता हूं /लेते हैं।

*I/We further undertake that the information given in this tender is true and correct in all respect and we hold the responsibility for the same.*

दिनांक :

Dated at

(कंपनी के स्टॉप सहित निविदाकार के हस्ताक्षर एवं दिनांक)

(Dated signature of Bidder with stamp of the firm)

(Please sign on each page)

16. प्राधिकार पत्र हेतु प्रपत्र/ FORMAT FOR AUTHORISATION LETTER

सेवा में/To,

रजिस्ट्रार/ The Registrar,

राष्ट्रीय वनस्पति स्वास्थ्य प्रबंधन संस्थान

National Institute of Plant Health Management,

राजेन्द्रनगर/ Rajendranagar,

हैदराबाद/Hyderabad-500 030.

तेलंगाना / Telangana,

महोदय/ Sir,

हम एतद्वारा ----- को  
बोली(बिड) प्रस्तुत करने एवं भाग लेने हेतु तथा प्रस्तुत किए गए संविदा संदर्भ -----  
पर हस्ताक्षर करने के लिए प्राधिकृत करते हैं। इस संबंध में उनके द्वारा लिया गया कोई भी  
निर्णय हमें स्वीकृत है।

We hereby authorize \_\_\_\_\_ to submit a Bid and subsequently  
participate and sign the contract submitted against the Ref.:  
\_\_\_\_\_. We hereby accept his decision taken, if any, in this  
regard.

(प्रतिनिधि के तौर पर एवं कंपनी की ओर से हस्ताक्षर)

(Signature for and on behalf of the Company)

स्थान/Place :

दिनांक/Date :

(Please sign on each page)