



# श्री माता वैष्णो देवी विश्वविद्यालय

Shri Mata Vaishno Devi University  
Kakryal (Katra)–182320

## **NOTICE INVITING TENDER (e-NIT)**

### **Engagement of IPR Firm to represent SMVDU on IPR matters**

Online bids through open tender under two bid system are invited on behalf of SMVDU, Katra to represent Shri Mata Vaishno Devi University, Katra for providing complete IPR services like filing, prosecution, maintenance, opposition, restoration and infringement for Patents, Design, Trademark, Copyright etc. for all the applications already in process and for all fresh applications. The details of the tender are appended in the succeeding pages (**Section I to VII**).

Tender document can be viewed and downloaded from SMVDU website [www.smvdu.ac.in](http://www.smvdu.ac.in) and J&K e-tender portal <http://jktenders.gov.in>. The bids are to be submitted online at <http://jktenders.gov.in> upto the stipulated last date and time of submission of bids mentioned in the table below.

### **Overview of the University**

Shri Mata Vaishno Devi University was established under an Act of erstwhile J&K State Legislature in 1999 as fully residential and technical university, the first of its kind in J&K. Recognized by UGC under Section 2(f) & 12(B) of the UGC Act of 1956, the University receives funding from J&K government. The university is ranked 79<sup>th</sup> among Engineering Institutions and ranked among Top 100 Business Schools in National Institutional Ranking Framework (NIRF 2021) declared by the MHRD, Govt. of India.

The University offers UG, PG, Integrated and Doctoral programmes and conducts research in various disciplines through the following schools of study:

1. School of Computer Science & Engineering
2. School of Electronics & Communication engineering
3. School of Mechanical Engineering
4. School of Electrical Engineering
5. School of Civil engineering
6. School of Architecture
7. School of Energy Management
8. School of Business
9. School of Economics
10. School of Biotechnology
11. School of Mathematics
12. School of Physics
13. School of Languages & Literature
14. School of Philosophy & Culture

The university intends to open Schools in the discipline of Disaster Management, Environment, Botany, Zoology, Chemistry, Pharmacy and geoscience in the near future.

## SECTION I

### Brief details and Critical dates of the Tender

#### (a) The brief details of the tender are as under

S.No.	Description	NIT Details
1.	University Name	Shri Mata Vaishno Devi University, Katra
2.	Name of Department	Research & Development Wing
3.	Tender No.	SMVDU/R&D/2022/999 dated 06/06/2022
4.	Tender Subject	Tender for IPR Services
5.	Tender Type	Open e-Tender system
6.	Earnest Money Deposit	Rs. 50,000/- (rupees fifty thousand only)
7.	EMD / Bid security payable to	University Account Details for deposition of the EMD Amount :- Rs. 50,000/- (rupees fifty thousand only) Bank Name: The Jammu and Kashmir Bank Ltd. Account Title:- SMVDU Retention Money A/c Account No:- 0477040520000029 IFSC Code:- JAKA0SMVDUN Branch: SMVDU
8.	Tender fee (non-refundable)	University Account Details for deposition of the Tender Fee:- Rs. 1,000/- Bank Name: The Jammu and Kashmir Bank Ltd. Account Title:- Registrar, SMVDU Account No:- 0477040100000023 JAKA0SMVDUN Branch: SMVDU
9.	Availability of tender document	Tender document can be viewed and downloaded from SMVDU website <a href="http://www.smvdu.ac.in">www.smvdu.ac.in</a> and JKUT e-tendering portal <a href="http://jktenders.gov.in">http://jktenders.gov.in</a> .
10.	Contract period	2 years extendable by one year
11.	Validity of bids	120 days from the last date of submission
12.	Tender Inviting authority	Registrar SMVDU, Kakryal, Katra, Dist Reasi – 182320, email id- registrar@smvdu.ac.in
13.	Contact Details	01991-285524 Extn. 2350/2126. <a href="mailto:registrar@smvdu.ac.in">registrar@smvdu.ac.in</a> ; <a href="mailto:ipmsc@smvdu.ac.in">ipmsc@smvdu.ac.in</a>

#### (b) The critical dates of the tender are as under

S. No.	Particulars	Date & Time
1.	Publish date and time	06.06.2022 1430 hrs
2.	Document Download Start Date & Time	06.06.2022 1630 hrs
3.	Document Download End Date & Time	27.06.2022 1800 hrs

4.	Online Bid Submission Start Date & Time	06.06.2022 1630 hrs onwards
5.	Online Bid Submission End Date	27.06.2022 1800 hrs
6.	Bid Opening Date & Time	
	(i) Technical bid	28.06.2021 1430 hrs
	(ii) Financial bid	To be intimated separately through e- tender portal / university website

**No. SMVDU/R&D/2022/999**  
**Dated: 06.06.2022**

**Sd**  
**Registrar**  
**SMVD University**  
**Kakryal, Katra**

## SECTION II

### Instructions to bidders regarding e-tendering process

1. Bidders are advised to download bid submission manual from the “Downloads” option as well as from “Bidders Manual Kit” on website [www.jktenders.gov.in](http://www.jktenders.gov.in) to acquaint themselves regarding the bid submission process.
2. To participate in bidding process, bidders have to get ‘Digital Signature Certificate (DSC)’ as per Information Technology Act-2000, as amended from time to time. Bidders can get digital certificate from any approved vendors.
3. The bidders have to submit their bids online in electronic format with digital Signature. **No bid shall be accepted in physical form.**
4. Bids will be opened online as per time schedule mentioned in the table of critical dates. If the mentioned date is declared as a holiday, the bids shall be opened on the next working day at the same time.
5. Bidders must ensure to upload scanned copies of all necessary documents as mentioned in the e-NIT.
6. Proof of transaction in respect of cost of tender document and EMD alongwith the technical bid, mentioning full details of the transaction is to be uploaded online.
7. Bidders are advised to use “My Documents” area in their users on e-tendering portal to store important documents.
8. SMVDU will not be responsible for delay in online submission due to any reasons.
9. Conditional bidding shall not be entertained.
10. Bidders may contact office of the Registrar, SMVDU or the office of Nodal Officer (IPMSC), SMVDU for any guidance or query.
11. Bidders are advised not to make any changes in BOQ (Bill of Quantities) contents. In no case they should attempt to create similar BOQ manually. The BOQ downloaded should be used for filling the item rate and it should be saved with the same name as it contains.
12. The unit rates and prices shall be quoted by the bidder entirely in Indian Rupees and the rates quoted shall be deemed to be valid till completion of the contract.
13. Any corrigendum or subsequent information shall be updated on the e-tendering portal / University website only. Bidders should keep track of the same.

**No. SMVDU/R&D/2022/999**  
**Dated:06.06.2022**

**Sd/-**  
**Registrar**  
**SMVDU, Katra**

## SECTION III

### Terms & Conditions of the Tender

1. The tendering firm should be a registered IPR firm, duly registered with the relevant licensing authorities of the Government of India, as mandated under law of the land to provide complete IPR services viz. filing, prosecution, maintenance, opposition, restoration and infringement for Patents, Design, Trademark, Copyright, through its certified/licensed IPR agents, attorneys, lawyers etc. in India and abroad. Self attested copies of requisite documents / certificates / license issued from appropriate authorities should be uploaded along with the tender to substantiate the claim.
2. The tendering firm should be empanelled with **Technology Information, Forecasting and Assessment Council (TIFAC)**, Department of Science & Technology, Govt. of India, for providing IPR services.
3. The tendering firm must be of good standing and must have a minimum 05 years operational experience in providing IPR services to Govt./Semi Govt. departments, Universities, Higher Education Institutions, Autonomous bodies, Public Sector Undertakings etc.
4. The IPR firm should possess professional expertise, requisite infrastructure and in-house capability in handling all forms of intellectual property protection measures viz., patents, industrial designs, trademarks, copyrights, plant varieties and geographical indications pertaining to various disciplines in India and abroad.
5. The IPR firm shall represent the university in all IPR matters pertaining to the IPR applications already filed and at various stages, as well as for the fresh applications to be filed.
6. The IPR firm should be a profit-making firm and should have done profitable business in the last three years.
7. The IPR firm should not have been blacklisted by any Central /State Government / Public Sector Undertaking / Universities/Higher Education Institutions. The firm must give an undertaking to that effect on letter head of the firm, duly signed and stamped.
8. The IPR firm should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services. The firm must give an undertaking to that effect on letter head of the firm, duly signed and stamped.
9. The tenderer should provide lists of agents, attorneys, partners etc. working with the firm with information about the area of specialization and experience, who shall represent SMVDU on its IPR matters.
10. Tender document can be downloaded from the e-tendering website <http://jktenders.gov.in> or the university website [www.smvdu.ac.in](http://www.smvdu.ac.in) by or before the last date and time of downloading mentioned in the table above. The tender fee amounting to Rs.1000/- (Rupees one thousand only) (Non-refundable) is required to be submitted in the designated University Account as mentioned in Section 1 of the tender document at the time of submission of bids. The proof of submission of tender fee is also to be uploaded along with the technical bid. Tenders received without payment of cost of tender and EMD shall be summarily rejected.

11. The rates quoted for each service should be inclusive of all applicable taxes / duties (except GST).
12. The quoted rates should not be more than the current schedule of rates approved by TIFAC, Ministry of Science and Technology, GoI. The bids quoting rates higher than the TIFAC approved schedule of charges shall be summarily rejected.
13. Technical and Financial bids complete in all respects, as per annexed proforma, must be uploaded at the aforesaid portal, as per stipulated dates and times mentioned in the table.
14. Financial bids of only those eligible agencies shall be considered, whose technical bids are complete in all respects and qualify the technical criteria as per tender document.
15. The tenders uploaded / received after due date, time and place mentioned above shall not be entertained under any circumstances.
16. An Earnest Money amounting to Rs. 50,000/- (Rupees Fifty thousand only) is required to be submitted in the designated University Account as mentioned in Section I of the tender document at the time of submission of bids, without which the tender submitted by the firm(s) shall be rejected. EMD of the unsuccessful Tenderers shall be refunded immediately after finalization of tender / contract whereas the EMD of the successful Tenderer will be treated as Security Deposit. No interest will be given on the Security deposit. However, the EMD of successful Tenderer who, after award of the contract, fails to provide the IPR services to the University shall be forfeited. The Proof of submission of EMD is also to be uploaded along with technical bid.
17. Any penalty / fines / compensation due from the tenderer will be deductible from the Security deposit. The security deposit subject to deductions, if any, will be refunded two months after termination or expiry of the contract / agreement or after returning of all documents and records pertaining to patents of the University, whichever is later. However, the Security Deposit of the successful tenderer shall be forfeited in case he / she fails to execute the contract after the award of contract.
18. The tenders shall be opened online by the Committee constituted for the purpose in the presence of the tenderers / their authorized representatives, who may wish to be present at the time of opening of the tenders.
19. If even after the award of contract, information / facts submitted by the tenderer are found misleading/incorrect/false etc., SMVDU reserves the right to cancel the contract.
20. The successful tenderer shall have to execute an agreement on non-judicial stamp paper of Rs. 100/- within a week of the receipt of award / contract letter which shall be the guiding document for operation of IPR services contract.
21. The successful tenderer who may be awarded the contract subject to fulfillment of all other formalities should be able to provide the requisite IPR services **within a period of 10 days** from the date of award of contract, failing which the contract may be awarded to the next lowest / suitable tenderer.
22. The rates approved under the contract / agreement shall be valid till the period of contract.

23. The contract shall be awarded for an initial period of 02 years and may be further extended by one year on mutual consent, as may be decided on same rates, terms and conditions, if performance of the IPR firm is found to be satisfactory.
24. The continuation of the contract awarded to the shortlisted firm shall be subject to satisfactory performance of the firm in providing IPR services to the University as per terms and conditions of the tender document and the performance of the firm shall be assessed by the Nodal Officer, IPMSC, SMVDU on quarterly basis and report rendered for perusal of the Competent Authority of the University. In case, the performance of the firm is found unsatisfactory, the contract may be terminated after giving a notice of 15 days to the firm.
25. In case of expiry of the term of the contract / agreement so allotted in favour of the tenderer, the firm shall not stop providing IPR services to the University at its own until informed of the same in writing or through email by SMVDU to do so.
26. In case of any incomplete document / information submitted by the tenderer, his tender may be rejected without assigning any reason thereof.
27. The tenderer shall not assign, sub-contract or sublet the whole or any part of the contract if so allotted to him.
28. The tenderer shall abide by all laws of the land and all other obligations that enjoin in such cases & are not essentially enumerated & defined herein. Any such onus shall be the exclusive responsibility of the tenderer and it shall not involve SMVDU in any way whatsoever.
29. The University reserves the right to accept / reject, at any stage of the process, any or all tenders submitted in response to this invitation for Tender, and / or to modify the process at any time without assigning any reason whatsoever.
30. The University reserves the right to shortlist the tenderers as per the requirement of the University and to allot IPR services contract to the tenderer, if it deems eligible and qualified based on the responses received, and the decision of the University in this regard shall be final.
31. Any legal dispute shall be subject to the jurisdiction of courts in Jammu District only & no other Court shall have the jurisdiction.
32. The bills for the services rendered shall be forwarded by the firm along with details of services provided and statutory fee paid (copy of receipt to be provided), if any, with particular mention of the patent reference id. The bills shall be verified by the Nodal Officer, IPMSC, SMVDU and paid by the University.
33. If there arises any dispute relating to contract / agreement, the same shall be referred to Arbitration by the Hon'ble Vice Chancellor of the University, whose decision shall be final and binding on both the parties i.e. University and the firm. The Arbitration proceedings shall be conducted in accordance with the Arbitration & Conciliation Act as amended from time to time.
34. In case of any default or deficiencies of services provided by the tenderer, the alternate arrangement will be made by the University at the risk & cost of the tenderer.
35. If, in the opinion of the University, there is any defect or deficiency in the service or performance of Contract Agreement, the University may terminate the contract or impose fine on the tenderer

on each such occasion. Such fines will be deductible from the payment due to the firm or security deposit as the case may be.

36. The award process may be postponed / cancelled Suo Motto without assigning any reason or giving any notice to the tenderers.
37. SMVDU reserves the right to terminate the contract of a successful tenderer without assigning any reason thereof.
38. During the term of this engagement and for a period of one year following its termination, neither of us will solicit or hire or employ, whether as employee, consultant, retainer or in any other capacity, any person who has or had been employed, retained or hired by the other party at any time during a period of 12 months preceding the date on which such person is sought to be employed, retained or hired.

**No. SMVDU/R&D/2022/999**  
**Dated: 06.06.2022**

**Sd/-**  
**Registrar**  
**SMVDU, Katra**



## SECTION IV

### Technical Bid (Eligibility Criteria)

The tenderer shall furnish the following information with documentary evidence in the same sequence as mentioned in the table below. All pages of the technical bid are to be serially numbered and the document is to be properly indexed and signed by the Authorized Representative of the firm/agency. This data shall be uploaded in the technical bid only without fail. Bid shall be rejected and will not undergo technical evaluation, if found deficient as per the requirements of Tender as detailed below

Name of the Firm: M/s \_\_\_\_\_

<b>S. No.</b>	<b>Particulars</b>	<b>Remarks</b>	<b>Page No.</b>
1.	Minimum 05 years operational experience in providing IPR services to Govt./Semi Govt. departments, Universities, Higher Education Institutions, Autonomous bodies, Public Sector Undertakings etc. duly supported with documentary proof. (Copy of allotment/contract with the clients for at least 5 years)	From (date): _____ to (date): _____	
2.	Certificate of empanelment with Technology Information, Forecasting and Assessment Council (TIFAC).		
3.	Maximum number of agents, attorneys, lawyers, etc. who have worked with the firm at any point of time during the last three years. (List to be attached)		
4.	Certificate of registration of the firm under Shops & Establishment Act / Registrar of Companies Act. etc.		
5.	Certificate of registration of the firm with the concerned licensing authority of Govt. to carry out the business of Intellectual Property Rights in India and abroad.		
6.	Certificate of registration of partnership in case the firm is a registered as a partnership firm.		
7.	Average Annual turnover of the Firm for the last three years, duly authenticated by Chartered Accountants, as per balance sheet, profit & loss account, a copy whereof to be enclosed, should be at-least Rs. 8.00 Lakh.		
8.	Income tax return for the last three years along with a copy of PAN card.		
9.	GST Registration Certificate (if available).		

**(Copies of documentary proof must be uploaded in support of the above)**

For & on behalf of M/s \_\_\_\_\_  
(Authorized Signatory)

Name \_\_\_\_\_

## SECTION V

**A. TECHNICAL EVALUATION CRITERIA:** All bidders shall upload documentary proof duly signed and stamped, in support of meeting eligibility criteria. Financial bids of only those agencies shall be considered, whose technical bids are complete in all respects and qualify the technical evaluation criteria (minimum score of 30/60) as per tender document. The participating bidder's eligibility shall be evaluated on the basis of points to be obtained in the point matrix given below:-

### Technical Evaluation Points

S.No.	Technical Capacity Criteria (Supporting Documents to be provided for all claims)	Grading of Score/Points	Maximum Score (Total 60)	Obtained Score
1	Number of IP filings in India with IPO (Patent, Trademark, Design) in the last five years <b>(List to be provided)</b>	Up to 100 Filings = 5 Marks, More than 100 Filings= 10 Marks	<b>10</b>	
2	Number of Patents/Trade Marks/Design granted (India /abroad) for the clients (in India Abroad) during last five years	Up to 20 granted = 5 Marks, More than 20 granted = 10 Marks	<b>10</b>	
3	Facilitated Number of IP filings (Patents / Trade Marks / Designs), outside India (Abroad), in last five years	Up to 15 Filings = 5 Marks, More than 15 Filings= 10 marks	<b>10</b>	
4	Availability of paid Search Tools (Minimum Two) with the firm	1 database = 3 Marks, 2 and above = 5 Marks	<b>5</b>	
5	Capacity building programmes conducted for Govt. Institutions/Dept./Colleges/SMEs in last five years	Up to 10 = 2.5 Marks, Every additional one=0.5 Mark	<b>5</b>	
6	Number of Clients served in last five Years (In India & Abroad)	Patent Related: Up to 30 Clients=5 Marks, More than 30 clients= 10 marks	<b>10</b>	
		Trade Mark Related: Up to 10 clients = 2.5 Marks, More than 10 clients= 5 Marks	<b>5</b>	
		GI: Up to 04 clients = 1 Marks, More than 4 clients= 2.5 Marks	<b>2.5</b>	
		Industrial Design: Up to 04 clients = 1 Marks, More than 04 clients= 2.5 Marks	<b>2.5</b>	
		<b>Total marks</b>	<b>60</b>	

## **B. Technical & Financial Bid Evaluation criteria:**

- (i) The bids scoring atleast 30 points out of 60 as given in the point matrix above shall only be considered technically qualified, subject to fulfilling other eligibility criteria. The bids scoring less than 30 points in technical evaluation shall be rejected summarily.
- (ii) Financial bids of the technically qualified bidders shall be opened and the tenderer emerging the lowest (L-1) bidder shall be considered for the allotment of the contract, subject to fulfilling the requisite formalities. In case of a tie in quoted rates, the bidder scoring more in the technical bid evaluation process shall be considered for the allotment of the contract. In case of tie at second instance, it shall be decided by the process of “draw of lots” in presence of bidders who have tie in rates.
- (iii) The online tenders shall be opened by a committee constituted for this purpose on the scheduled date and time mentioned in Section I, in the presence of tenderers or their authorized representatives, who wish to be present, at the time of opening of the tenders. No separate intimation will be given in this regard.
- (iv) The rates quoted in the financial bid shall not be evaluated item wise. Consolidated rate of the bid shall be considered i.e. the bid having the lowest sum total of the rates shall be the L1 bid. However, the tenderer has to mandatorily quote rates of all the items mentioned in BOQ.
- (v) The rate of any other item / service which is not mentioned in the BOQ shall be as per approved rate(s) of TIFAC for that particular item / service.

**SECTION VI**  
**Financial Bid (BOQ)**

<b>Section I: Patents</b>		
<b>1</b>	<b>Application</b>	<b>Rate including all taxes (except GST)</b>
1.01	Drafting and filing of patent application with provisional specification, complete specification, divisional application or patent of addition. This includes filing of all necessary forms irrespective of time of filing	X
1.02	Drafting and filing of complete specification after filing provisional specification with all necessary forms.	
1.03	Making request for filing patent outside India (Form 25)	
1.04	Seeking permission from National Biodiversity Authority (NBA) for filing IP application under section 6 of The Biological Diversity Act including filing Form-III etc with NBA and related action till NBA permission is obtained	
1.05	Discussion with inventor per hour at attorney's office	
<b>2</b>	<b>Extension of time where Government fees is also applicable</b>	
<b>3</b>	<b>Prosecution</b>	
3.01	Reporting official action including FER, SER etc, Amending specification and re-filing in response to FER, SER etc (one-time billing irrespective of iterations) including reporting and providing certificate of Patents	
3.02	Discussion/hearing at Patent Office during prosecution of application per appearance	
3.03	Attending to restoration of lapsed patent, filing petition and attending to payment of fees (Form 15)	
3.04	Working of patents: each report of working under section 146 (form 27) for 1 <sup>st</sup> patent	
3.05	Working of patents: each report of working under section 146 (form 27) for each subsequent patent	
<b>4</b>	<b>Assignment and Licenses</b>	
4.01	Drafting assignment deed form	
4.02	Filing application for registration for assignment/license (form 16) for one patent	
4.03	Filing application for registration for assignment/license (form 16) for each additional patent included at the same time in the same deed.	
<b>5</b>	<b>Opposition</b>	
5.01	Drafting and Filing pre-grant opposition (per hour basis)	
5.02	Drafting, Filing and prosecuting Post Grant opposition (for or against) (per hour basis)	
5.03	Attending hearing per day at patent office in the city of the attorney's office	
5.04	Attending hearing per day at patent office not in the city of attorney's office	

<b>6</b>	<b>Patent revocation/infringement</b>	
6.01	Drafting of infringement/revocation suit (initiating revocation/infringement or defending revocation/infringement one time billing other than hearing) (per hour basis)	
6.02	Representation charges (In Court) (per hour basis)	
7	Consultation charges each hour or part	
8	Prior art search report for novelty, inventiveness and utility	
<b>9</b>	<b>Preparing and filing a new PCT application and all necessary actions including amendment etc under article 19/Preliminary examination.</b>	
<b>10</b>	<b>Section II: Designs (Application)</b>	
10.01	Application for registration per class based with all essential form including (Form 1, form 2 and Form 21)	
10.02	Prosecution of design application till registration certificate is provided to applicant	
<b>11</b>	<b>Restoration of lapsed design (Form 4)</b>	
12	Notice of opposition (form 19) (per hour basis)	
13	Request for any Action such as correction of clerical errors (form 14)	
14	Request for any Action such as certified copies (form 15 and Form 16)	
15	Appearance for any Action such as charges per appearance before patent office	
16	Any action such as Inspection of registered design (Form 5)	
17	Charges for renewal each year	
<b>18</b>	<b>Section III: Copyright</b>	
19	Application for registration of copyright (form IV)	
20	Prosecution and obtaining certificate of copyright	
21	Drafting of any specific forms such as NOC	
22	Per action (any other action outside the process of filing and obtaining copyright)	
<b>23</b>	<b>Section IV: Trademarks</b>	
24	Application for registration of trademark including certification trademark (forms TM 1, TM 4, TM 8, TM 51, TM 52)	
25	Notice of opposition and related actions, till disposal (TM 5, TM 6, TM44)	
26	Request for search and prosecution till issuance of certificate (TM 11)	
27	Restoration & renewal of trademark (TM 13)	
<b>28</b>	<b>Section V: Geographical Indications (Application)</b>	
28.01	Drafting & filing in India in single class	
28.02	Prosecution charges till registration	
29	Renewal of GI	

29.01	Drafting and filing of counter statement to the opposition	X
29.02	attending hearing at GI Registry or another place designated by GI Registry	
<b>30</b>	<b>Section VI - Protection of Plant Varieties and Farmers' Rights</b>	
31	Application for registration of new variety, extant variety essentially Derived and farmer's variety along with necessary forms	
32	Application for renewal of registration	
33	Handling Prosecution till Registration	
<b>34</b>	<b>Section-VII: Protection of IC Layout Design</b>	
35	Application for registration along with necessary forms	
36	Handling Prosecution till Registration	
37	Application for Renewal of Registration	

We affirm that we have read and fully understood the nature of job and the terms & conditions relating to this tender and agree to abide by the same.

In case of selection of our firm for providing IPR Services to SMVDU, we will execute an Agreement with SMVDU within a period of seven (07) days from the date of Award of Contract and shall also be able to provide the required services within a period of ten (10) days from the date of Award of Contract, if issued by the University and that we shall also be bound by all such terms and conditions laid therein or which might be subsequently incorporated in the Agreement to be signed by us.

If we contravene any one of the conditions of the Agreement, we shall not have any objection to the forfeiture of our Earnest Money Deposit along with extinguishing of our right to continue the assignment entrusted to our firm.

For & on behalf of M/s \_\_\_\_\_  
 (Authorized Signatory)

Name \_\_\_\_\_

## SECTION VII

### AGREEMENT

**(To be executed on non-judicial stamp paper by the successful bidder)**

This Deed of Agreement is executed on this \_\_\_\_ day of \_\_\_\_\_, between Shri Mata Vaishno Devi University, Kakryal, Katra-182320 (J&K) herein after called the “SMVDU” the Party of the First part on one hand and \_\_\_\_\_ herein after called the “Contractor” the Party of the Second part. The expression Party of the First part, SMVDU and Party of the Second Part, Contractor shall include their representatives, Administrators, assignees or heirs.

**TITLE OF THE CONTRACT:** FOR PROVIDING INTELLECTUAL PROPERTY RIGHTS SERVICES TO SHRI MATA VAISHNO DEVI UNIVERSITY, KAKRYAL, KATRA–182320 (J&K).

WHEREAS, SMVDU is desirous of hiring the services of Intellectual Property Rights for representation of SMVDU for complete IPR services like filing, prosecution, maintenance, opposition, restoration and infringement for Patents, Design, Trademark, Copyright, through IPR agents, attorneys, lawyers etc.

AND WHEREAS vide letter no. \_\_\_\_\_ dated \_\_\_\_\_, the Award of Contract has been allotted in favour of \_\_\_\_\_ and the firm has agreed to do the work and provide the services subject to the terms and conditions of the Contract.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE IN UNDER AS FOLLOWS:**

1. This agreement shall come into force w.e.f. \_\_\_\_\_ and shall remain in force for a period of two years which may be further extended for a period of one year with mutual consent but can also be terminated in accordance with the Terms & Conditions of the Contract. However, the SMVD University shall have the right to terminate the Contract forthwith and to forfeit the Earnest Money Deposit, if the services rendered by the firm are found to be unsatisfactory.
2. In consideration of the payment to be made to the firm as provided in the Letter of Award of Contract, the firm shall provide the IPR services in accordance with the accepted terms and conditions of the Letter of Award of Contract, which shall be read and construed as forming part of this Agreement on the part of both the parties.
3. That the Terms and Conditions as provided in the Notice Inviting Tender (**SECTION III**) shall also be read and construed as forming part of this Agreement on the part of both the parties.

#### **Scope of Work Outline**

A broad outline of scope of work shall include:

- 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 applications 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 worldwide and determining patentable aspects of the disclosure.
  - ii. Fully 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 SMVDU Incubatees and various attorneys at the IP firm.
  - vi. Attending the meetings of the IP Standing Committee at SMVDU, if invited for the same, and incorporating the Committee's suggestions in articulating the inventions.
  - vii. Brand protection through trademarks, copyright etc.
- Reviewing patent specifications proposed for National Phase entry in India for preliminary patentability advice as to whether the invention is patentable, or any other IPR, as applicable.
- Preparing and filing patent applications (including PCT and Convention route applications); pursuing the applications so filed to obtain grant of patent; interacting with SMVDU from time to time for instructions in respect of prosecuting the applications and attending to all formal and technical requirements to obtain grant;
- Taking all actions pertaining to maintenance of the granted patents including paying any renewal fees, working/non-working statements, restoration etc.
- Handling any contentious proceedings in the patent applications/granted patents of **SHRI MATA VAISHNO DEVI UNIVERSITY** such as filing or defending any Oppositions (pre-grant or post-grant), revocation proceedings, appeals, etc.
- Preparing and filing suits against third parties anywhere in India for enforcement of patents, trademark or any intellectual property right or defending such suits if filed by third parties against you;
- Any other matter that may arise in time.

#### **4. Instructions to the firm**

Names of persons from SMVDU who would have the authority to issue instructions to the firm



shall be communicated. In normal circumstances, actions in accordance with prior instructions received from the University shall be taken by the firm. However, in case of an emergency or urgency where instructions cannot be obtained immediately, the firm is expected to act in the circumstances in best interests of the University and will thereafter as soon as practical inform the University of the actions taken. The firm will carry out your instructions on behalf of the University with all diligence and exercise reasonable care and skill.

## **5. File Retention**

At the conclusion of an assignment (or earlier, if appropriate), **SHRI MATA VAISHNO DEVI UNIVERSITY** would let the firm know which, if any, of the documents in the files of the firm are required by **SHRI MATA VAISHNO DEVI UNIVERSITY**. Such documents will be delivered in accordance with ethical requirements including settlement of outstanding invoices. The firm may retain copies (including digital copies) of any of the documents in the files including drafts, notes, internal memoranda, communications and work product. After the expiry of two years from conclusion of the assignment, the firm may destroy such files and documents without further notice to **SHRI MATA VAISHNO DEVI UNIVERSITY**.

## **6. Confidentiality and Permitted Disclosures**

The firm will not disclose Confidential Information (defined below) to which it becomes privy. Confidential Information may only be disclosed to other professional advisers who are working with the firm in the particular matter or to any authority where required by law. For the purpose of this assignment, "Confidential Information" shall mean any information that is oral, written, graphic and/ or machine readable information that is proprietary and generated by **SHRI MATA VAISHNO DEVI UNIVERSITY** during the tenure of this engagement. This includes, but not limited to, that which relates to processes, products, research & development techniques, technical literature (including but not limited to materials, sequences, properties, functions, structures, protocols, quality control, analytical data, product forms, processes, drawings, designs, algorithms and software), trade secrets (including but not limited to processes, products, devices, marks and compilation of information, records, specifications).

Confidential information will not include any information which (i) was in the public domain at the time of disclosure of such information to the firm; (ii) it becomes known to the public (other than by the act of the firm) after disclosure and (iii) it is required by law to be disclosed by the firm.

## **7. No Hiring or Solicitation**

During the term of this engagement and for a period of one year following its termination, neither of us will solicit or hire or employ, whether as employee, consultant, retainer or in any other capacity, any person who has or had been employed, retained or hired by the other party at any time during a period of 12 months preceding the date on which such person is sought to be employed, retained or hired.

## **8. Termination**

Either party may terminate this engagement by giving to the other a notice of not less than ten business days. Any such termination shall be subject to acceptance of all commitments made prior thereto in terms of this engagement letter.

On termination of this engagement the firm shall deliver to the University all papers and property in possession or under control of the firm, immediately upon settlement of accounts.

**9. Law and Jurisdiction**

That in the event of any doubt or dispute arising between the parties hereto in respect of or touching of these presents or for determination of their or any of their duties rights, claims, obligations or liabilities during the continuance of this Agreement or thereafter, the same shall be referred to the arbitration by sole Arbitrator to be appointed by the Hon'ble Vice Chancellor of the SMVDU. The arbitration would be conducted and governed by and under the provisions of Arbitration & Conciliation Act, as amended from time to time. Any legal dispute shall be subject to the jurisdiction of Jammu District Courts only and no other Court shall have the jurisdiction.

**IN WITNESS WHERE OF the parties hereto have signed this Agreement in the presence of the witness on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.**

**SIGNED AND DELIVERED BY THE NAMED FOR AND ON BEHALF OF THE SHRI MATA VAISHNO DEVI UNIVERSITY.**

**IN THE PRESENCE OF THE WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_

**For Shri Mata Vaishno Devi University, Kakryal, Katra**

**SIGNED AND DELIVERED BY THE NAMED FOR AND ON BEHALF OF THE**

**M/s \_\_\_\_\_.**

**IN THE PRESENCE OF THE WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_

**For M/s \_\_\_\_\_**