

**Notice Inviting Tender through CPPP**  
**for**  
**Empanelment and Rate Contract with IPR**  
**Attorneys/Firms/Institutions**  
**at**  
**National Institute of Pharmaceutical Education and**  
**Research (NIPER) Ahmedabad**



Situated at  
Opp. South Western Air Command Headquarter  
Palaj, Gandhinagar - 382055 Gujarat, INDIA  
Phone: 079 – 65181210

The National Institute of Pharmaceutical Education and Research (NIPER) Ahmedabad, INDIA is an Institute of National Importance under the Department of Pharmaceuticals, Ministry of Chemicals and Fertilizers, Govt. of India is looking for **IPR Attorneys/Firms/Institutions for providing professional services on patenting and undertaking IP protection activities**. Therefore, NIPER Ahmedabad intends to enter into a rate contract with the **IPR Attorneys/Firms/Institutions** for the IPR services (as mentioned in Table-1).

A Rate Contract (commonly known as RC) is an agreement between the buyer and the service provider for the supply of specified services at a specified price, discount, and terms & conditions (as incorporated in the bid) during the period covered by the Rate Contract. In a Rate Contract, neither quantity is mentioned nor any minimum drawl guarantee is given. In other words, the Rate Contract is in the nature of a standing offer from the service provider. Once a order is placed on the service provider for the services of a definite quantity in terms of the rate contract during the validity period of the rate contract, that supply order becomes a valid and binding contract.

1.	Tender Reference Number	NIPER-A/NIT/2025-26/01
2.	Name of Tender	Empanelment and Rate Contract with IPR Attorneys/Firms/Institutions
3.	Location	National Institute of Pharmaceutical Education and Research (NIPER) Ahmedabad Opp. South Western Air Command (SWAC) Headquarter, Palaj, Gandhinagar - 382055 Gujarat
4.	Earnest Money Deposit (EMD) / Security Deposit (Refundable)	Rs. 50,000/- (Rupees Fifty Thousand Only) (In favor of “ <b>NIPER Ahmedabad</b> ”) The Demand Draft / Banker’s Cheque regarding EMD / Security Deposit must physically reach the below-mentioned address within five days after the last date of bid submission. The bid submitted without EMD / Security Deposit will be summarily rejected
5.	Bid Submission Start Date and Time	30 <sup>th</sup> May 2025 at 04:00 PM
6.	Pre-bid Meeting Date and Time	09 <sup>th</sup> June 2025 at 11:30 AM
7.	Bid Submission End Date and Time	23 <sup>rd</sup> June 2025 up to 05:00 PM
8.	Bid Opening Date	24 <sup>th</sup> June 2025 at 05:00 PM *
<p style="text-align: center;"><b>Purchase Section</b>  National Institute of Pharmaceutical Education and Research (NIPER) Ahmedabad  Opp. South Western Air Command (SWAC) Headquarter  Palaj, Gandhinagar - 382055 Gujarat, INDIA  Phone: 079 – 66745555; Email: <a href="mailto:purchase@niperahm.res.in">purchase@niperahm.res.in</a></p>		

\* In the case of Govt. Holiday, next working day shall be considered.

The tender document along with other details may be viewed and downloaded from the CPP Portal <http://eprocure.gov.in/eprocure/app> Please note all the bid-related documents’ scanned copies should be uploaded on the CPP portal only. No physical bids shall be accepted.

### **Instructions for Online Bid Submission**

The bidders are required to upload soft copies of their bids electronically on the Central Public Procurement (CPP) Portal i.e. <http://eprocure.gov.in/eprocure/app> using valid Digital Signature Certificates.

The instructions are available under the document

“Instructions\_To\_Bidder\_for\_Online\_Bid\_Submission.pdf” available at

<https://eprocure.gov.in/eprocure/app?page=StandardBiddingDocuments&service=page>

### **PRE-BID MEETING**

NIPER Ahmedabad shall hold a pre-bid meeting in order to clarify and discuss issues with respect to the tender. The meeting shall be held at CB Building Conference Room, New Building, NIPER Ahmedabad situated at Palaj, Gandhinagar as per the mentioned schedule. Any query or clarifications must be sent in writing to Purchase Section Email ID [purchase@niperahm.res.in](mailto:purchase@niperahm.res.in) one day before the scheduled pre-bid meeting. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

## ELIGIBILITY CRITERIA

The Bidders who fulfil the following requirements on their own shall only be eligible to apply:

SN	Eligibility Criteria	Documents to be provided
1	The bidder should have been registered as Company/LLP/Firm with Govt. of India or respective state govt., and in practice for at least last 5 years	Copy of the Registration/ Incorporation Certificate should be should be uploaded along with the bid documents.
2	The bidder should have a turnover of an average 30 lakhs annual turnover in the last 3 Financial Years (2021-22, 2022-23, 2023-24)	A certificate regarding Average Annual financial turnover duly certified by the Chartered Accountant (CA) as per Annexure-VI should be uploaded along with the bid documents.
3	The bidder should have filed at least 500 patent applications in India in the area of Pharmaceutical Sciences/Medical Devices/ pharma allied fields; in the last five years i.e. from 1st April 2020 to 31st March, 2025	List of Application numbers, along with filing date and name of clients as per the details mentioned in Annexure- VII (in letter head) should be uploaded along with the bid documents.
4	The bidder should at have least 25 Trademark <sup>(TM)</sup> applications in India; in the last <b>five years</b> i.e. from 1st April 2020 to 31st March, 2025	List of Application numbers, along with filing date and name of clients as per the details mentioned in Annexure- VIII (in letter head) should be uploaded along with the bid documents.
5	The bidder should have at least 50 Patent Agents on their payroll	List of Patent Agents along with their Patent/TM Agent Number, contact numbers and designation, mentioned in Annexure-IX (in letter head) should be uploaded along with the bid documents.
6	The bidder should have at least 5 members with educational background of Pharmaceutical Sciences	List of Patent Agents along with their Patent/TM Agent Number and their educational qualification as per the details mentioned in Annexure - X (in letter head). Also, provide copy of their qualification degree.
7	The bidder should have rendered IPR services in at least 50 different Government/Semi-Government/ Autonomous institutions & Universities during the previous 5 years	Contract copy / satisfactory work completion certificate as per the details mentioned in Annexure-XI (in letter head) should be uploaded along with the bid documents.
8	PAN details/TAN Details (if any)	Copy of PAN registration certificate
9	GST Registration Certificate	Copy of GST registration certificate
10	Bidder's Details	Annexure-I
11	Declaration regarding Non-Blacklisting / Debarment	Annexure-II
12	Certificate of Price Justification	Annexure-III
13	Certificate of No Deviation	Annexure-IV
14	Certificate of Compliance	Annexure-V
15	Acceptance of Terms and Conditions of Tender	Annexure-XII

**Table - 1: List of Services**

SN	Particulars	Rate (without GST and without Govt. fees)  (Do not fill the price in technical bid)	Weightage of quoted price that will be considered for determination of L1
	<b>Section I: Patents</b>		
<b>1</b>	<b>Application</b>		
1.1	Professional Fee for Drafting and filing of patent application with provisional specification with all necessary forms	✗	80%
1.2	Professional Fee for Drafting and filing of complete specification with all necessary forms.	✗	80%
1.3	Professional Fee for filing expedited Request for examination	✗	80%
1.4	Professional Fee for Request for early publication	✗	80%
1.5	Making request for filing patent outside India (Form 25)	✗	20%
1.6	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	✗	20%
<b>2</b>	<b>Prosecution</b>		
2.1	Professional fees for 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	✗	80%
2.2	Attending to restoration of lapsed patent, filing petition and attending to payment of fees (Form 15)	✗	20%
2.3	Working of patents: each report of working under section 146 (form 27) for 1 <sup>st</sup> patent	✗	20%
2.4	Working of patents: each report of working under section 146 (form 27) for each subsequent patent	✗	20%

3	<b>Professional Fee for Prior art search report for novelty, inventiveness and utility</b>	×	80%
4	<b>Assignment and Licenses</b>		
4.1	Drafting assignment deed form	×	20%
4.2	Filing application for registration for assignment/license (form 16) for one patent	×	20%
4.3	Filing application for registration for assignment/license (form 16) for each additional patent included at the same time in the same deed.	×	20%
5	<b>Patent revocation/infringement</b>		
5.1	Drafting of infringement/ revocation suit (initiating revocation/infringement or defending revocation/infringement one time billing other than hearing) (per hour basis)	×	20%
6	<b>Preparing and filing a new PCT application and all necessary actions including amendment etc under article 19/Preliminary examination.</b>	×	20%
7	<b>Professional Fees for attending the annuity fees for 5 years</b>	×	80%
	<b>Section II: Designs (Application)</b>		
8.1	Application for registration per class based with all essential form including (Form 1, form 2 and Form 21)	×	20%
8.2	Prosecution of design application till registration certificate is provided to applicant	×	20%
9	<b>Restoration of lapsed design (Form 4)</b>	×	20%
9.1	Notice of opposition (form 19) (per hour basis)	×	20%
9.2	Request for any Action such as correction of clerical errors (form 14)	×	20%
9.3	Request for any Action such as certified copies (form 15 and Form 16)	×	20%
9.4	Appearance for any Action such as charges per appearance before patent office	×	20%
9.5	Any action such as Inspection of registered design (Form 5)	×	20%

9.6	Renewal each year	×	20%
	<b>Section III: Copyright</b>		
10.1	Application for registration of copyright (form IV)	×	20%
10.2	Prosecution and obtaining certificate of copyright	×	20%
10.3	Drafting of any specific forms such as NOC	×	20%
10.4	Per action (any other action outside the process of filing and obtaining copyright)	×	20%
	<b>Section IV: Trademarks</b>		
11.1	Application for registration of trademark including certification trademark (forms TM 1, TM 4, TM 8, TM 51, TM 52)	×	20%
11.2	Notice of opposition and related actions, till disposal (TM 5, TM 6, TM44)	×	20%
11.3	Request for search and prosecution till issuance of certificate (TM 11)	×	20%
11.4	Restoration & renewal of trademark (TM 13)	×	20%

#### Financial Bid Evaluation Method

1. Only the financial bids of technically qualified/shortlisted bidders will be opened for further evaluation.
2. Rates are to be quoted exclusive of GST and exclusive of Government fees.
3. All columns in the financial bid must be clearly and completely filled.
4. It is mandatory for bidders to quote rates for *each* service mentioned. If any bidder fails to quote for any of the services, their bid will not be considered for financial evaluation.
5. The rates quoted in the financial bid will not be evaluated item-wise. Each item carries a specific weightage as mentioned above. The consolidated rate of the bid will be calculated based on the assigned weightages. The bid with the lowest total rate (after applying the respective weightages) will be considered the L1 bid.

*Note: Quoting for each service is mandatory. Bids with missing quotes for any service will not be considered for financial evaluation.*

### **Illustration of Financial Bid Evaluation**

S. No.	Service Description	Weightage	Bidder A (₹)	Bidder A (Weighted)	Bidder B (₹)	Bidder B (Weighted)
1	Service A	80%	10,000	$10,000 \times 80\% = 8,000$	9,000	$9,000 \times 80\% = 7,200$
2	Service A	20%	4,000	$4,000 \times 20\% = 800$	4,100	$4,100 \times 20\% = 840$
3	Service A	80%	6,000	$6,000 \times 80\% = 4,800$	6,200	$6,200 \times 80\% = 4,960$
4	Service A	20%	2,000	$2,000 \times 20\% = 400$	2,500	$2,500 \times 20\% = 500$
5	Consolidated Bid (After weightage)			14,000		13,500

**L1 = Bidder B, as their evaluated bid total (after applying weightage) is ₹13,500, which is lower than Bidder A's ₹14,000.**



## **GENERAL TERMS & CONDITIONS OF THE CONTRACT**

The Terms and Conditions as mentioned below would be binding to all parties

### **1. Parties**

The parties to the contract are the service provider (the bidder to whom the work will be awarded) and the National Institute of Pharmaceutical Education and Research (NIPER) Ahmedabad.

### **2. Earnest Money Deposit (EMD) / Bid Security**

The bidder shall be required to submit EMD of an amount of Rs. 50,000/- (Rupees Fifty thousand Only) in the form of Demand Draft / Banker's Cheque issued from any of the Scheduled Commercial Banks in favour of "NIPER Ahmedabad". The bid submitted without EMD / Security Deposit will be summarily rejected.

### **3. Performance Security**

- a) The successful bidder will be required to furnish a Performance Security Deposit of an amount of Rs. 1,00,000 (Rupees Two Lakh and Fifty thousand Only) within 15 days after receiving of letter of Empanelment and Rate contract in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed deposit Receipt, Banker's Cheque or Bank Guarantee / e-Bank Guarantee from any of the commercial banks duly pledged in the name of the "Director, NIPER Ahmedabad" which shall be kept valid for a period of 60 days beyond completion of all the contractual obligations.
- b) In case of renewal of the contract the service provider has to submit a revised security deposit for the extended period.
- c) The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of the contract or for unsatisfactory performance or non-observance of any condition of the contract. Performance Security will be discharged after completion of the contractor's performance obligations under the contract.
- d) No interest on the performance security deposit shall be paid by the NIPER Ahmedabad to the Bidder

4. Any conditional or unresponsive bid shall be rejected summarily and will be treated as null and void.

5. The bidders claiming an exemption for experience and minimum average annual turnover must upload valid certificates issued by MSME/NSIC/SSI etc. in accordance with prevalent rules and regulations.
6. No bid shall be accepted without the EMD. However, relaxations provisioned in GFR 2017 and its amendment thereof, shall be applicable.
7. At any time prior to the date of submission of the tender, Competent Authority may, for any reason or decision, can modify the terms and conditions of the tender document by a corrigendum displayed on the website of NIPER Ahmedabad (<http://www.niperahm.ac.in>). In order to provide reasonable time to take the amendment into account in preparing their bid, Competent Authority may or may not, at its discretion, extend the date and time for submission of tenders.
8. An undertaking should be given that the price list being furnished with the proposal will remain valid for the current Rate Contract irrespective of the validity period, and the quoted prices (Certificate of Price Justification) should not be higher than those offered to other Central Govt./State Govt. /Public Sector Undertaking/ Universities or any other Govt. organization in India.
9. In case of a discrepancy between the unit price and the total price, the unit price shall prevail.
10. The price quoted by each firm in tenders should be given both in words and figures. Any additional discounts and special offers should be given to NIPER Ahmedabad, whenever applicable. The other terms and conditions will remain unchanged.
11. Enlistment under a Rate Contract with NIPER Ahmedabad does not ensure business of any quantum, whatsoever. Any deviation from the Terms and Conditions mentioned above will imply disqualification for the firm.
12. NIPER Ahmedabad may enter into Parallel Rate Contract for the same service or similar service with other firms who are found eligible in this tender process. Any objection/ query etc. in this regard shall not be entertained.

### **13. Signing of Tender**

Individuals signing the tender or other documents connected with the contract must specify whether they sign as:

- a) A sole proprietor of the concern or constituted attorney of such sole proprietor;
  - b) A partner of the firm, if it is a partnership firm in which case he must have authority to execute the contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
  - c) Any other officer duly authorized by the Competent Authority of the Company, if it is a company, etc.
14. A person signing the tender form or any document forming part of the tender on behalf of another person should have the authority to bind such other person and if, on enquiry, it appears that the person so signing had no authority to do so, NIPER Ahmedabad may without prejudice, cancel the contract and hold the signatory liable for all costs, consequences, and damages under the civil and criminal remedies available.
15. The Acceptance of Terms & Conditions of Tender will be deemed as a contract. No page should be removed/ detached from this notice inviting tender.

### **16. Right of Acceptance**

The NIPER Ahmedabad reserves the right to accept the whole or any part or portion of the bid, and the bidder shall provide the same at the rates quoted. The NIPER Ahmedabad reserves the right to reject any or all quotations or offers received in response to the tender or cancel or withdraw the tender notice without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender and no claim in this regard shall be entertained.

### **17. Receipt of Service**

Receipt of Service shall be made by the service provider to, National Institute of Pharmaceutical Education and Research (NIPER) Ahmedabad within the time mentioned in Work order. The service provider must inform to NIPER Ahmedabad/ Indenter within 05 working days if there is any change(s) in delivery time against the respective Work order. No email from the service provider will be considered an acceptance of the delivery

time mentioned in the work orders. However, in case of an emergent requirement service provider has to provide the required service as per the requirement.

#### **18. Liquidated Damages**

Supply of material will have to be completed within six weeks or the period mentioned in the work order. The liquidated damage charges @ 0.5% per week shall be imposed if supply is made after the expiry of the delivery period subject to a maximum of 10% of the total value of goods/contract value. Quantum of liquidated damages assessed and levied by the NIPER Ahmedabad shall be final and not challengeable by the service provider. Late delivery charges will be levied only on the late-delivered items.

If the service provider cancels any product after accepting the work order or taking an extension, a letter with a clear reason for the cancellation of the product will be required.

#### **19. Risk Purchase**

If a successful Bidder fails to supply the service within the stipulated delivery date, NIPER Ahmedabad reserves the right to procure the same or equivalent material from alternative sources at the service provider's risk, responsibility, and cost. Any extra cost incurred in the procurement of the service from an alternative source will be recovered from the Security Deposit / Bank Guarantee and Pending Bills and if the value of the service under risk purchase exceeds, the amount of Security Deposit and/or Bank Guarantee and Pending Bills, the same may be recovered, if necessary, by due legal process.

#### **20. Payment Clause**

Invoice in triplicate should be submitted by the service provider firm for settlement after satisfactory completion of the service. The invoice should have full particulars of the service(s). No payment shall be made in advance. On receipt of the invoice from the service provider after satisfactory performance by the Indenter/NIPER Ahmedabad, the case of issuing sanction and passing of the bill for payment will be initiated. No payment will be made for unsatisfactory service.

#### **21. Breach of Terms and Conditions**

In case of breach of any terms and conditions as mentioned above, the Competent Authority will have the right to cancel the Rate Contract/work order/ job without

assigning any reason thereof and nothing will be payable by NIPER Ahmedabad. In that event, the security deposit shall also stand forfeited.

## **22. Subletting of Work**

The firm shall not assign or sublet the contract/work/job or any part of it to any other person or party. The tender is not transferable.

## **23. Arbitration**

- a) If, at any time, any question dispute, or difference of whatsoever nature arises between the buyer/Institute and the bidder/contractor/service provider, upon or in relation to or in connection with work order/contract, either party may forthwith give to the other notice in writing of the existence of such question dispute or difference and the same shall be referred to the sole arbitration of a nominee of the buyer/Institute, who shall give a reasoned/speaking awards. The award of the sole arbitrator shall be final and binding on the parties under the provisions of the Indian Arbitration Act-1996 (Amended up to date) and of the rules, there under. Any statutory amendment, modification, or re-enactment thereof for the time being in force, shall be deemed to apply and be incorporated in the contract/work order. The sole Arbitrator shall be any officer of the Institution whose name is approved by the Competent Authority. It will not be objectionable if the Sole arbitrator is an officer of the Institution and he has expressed his views on all or any of the matters in question of dispute or difference.
- b) Upon every or any such reference, the cost of and incidental to the reference and award respectively shall be at the discretion of the sole arbitrator so appointed who may determine the amount thereof or direct the same to be fixed as between the solicitor and client or as between party and shall direct by whom and to whom and in what manner the same is to be borne and paid.
- c) The work under the contract shall, if reasonably possible continue/ during the arbitration and proceedings and no payment due or payable by the buyer/ Institute shall be withheld on account of such proceedings.

**24. Legal Jurisdiction**

All legal proceedings in connection with this Rate Contract shall be subject to the territorial jurisdiction of the local Civil Courts situated at Ahmedabad/ Gandhinagar only.

**25. Periodicity/ Duration of Tender**

The tender is initially for the three financial years and may be renewed/ extended for another two financial years on mutual consent, subject to the satisfactory performance of the party with the same or better-quoted discount rate, terms & conditions.

**26. Fall Clause**

If the Rate Contract holder firm reduces its price or sells or even offers to sell the Rate Contract goods following conditions of sale similar to those of the Rate Contract, at a price lower than the Rate Contract price, to any person or organization during the currency of the Rate Contract, the Rate Contract price will be automatically reduced with effect from that date for all the subsequent supplies under the Rate Contract and as amended accordingly.

**27. Financial Bids**

- a. Only the financial bids of technically qualified/shortlisted bidders will be opened for further evaluation.
- b. Rates are to be quoted exclusive of GST and exclusive of Government fees.
- c. All columns in the financial bid must be clearly and completely filled.
- d. It is mandatory for bidders to quote rates for each service mentioned. If any bidder fails to quote for any of the services, their bid will not be considered for financial evaluation.
- e. The rates quoted in the financial bid will not be evaluated item-wise. Each item carries a specific weightage as mentioned above. The consolidated rate of the bid will be calculated based on the assigned weightages. The bid with the lowest total rate (after applying the respective weightages) will be considered the L1 bid.
- f. Note: Quoting for each service is mandatory. Bids with missing quotes for any service will not be considered for financial evaluation.

## **28. Bid Validity**

- a. All the Bids must be valid for a **period of 180 days** from the last date of submission of the tender. A bid valid for a shorter period shall be declared as non-responsive.
- b. In exceptional circumstances, prior to the expiry of the original time limit, NIPER Ahmedabad may request the bidders to extend the period of validity. The request and the bidders' responses shall be made in writing. The bidders, not agreeing to such extensions will be allowed to withdraw their bids without forfeiture of their Bid Security (EMD).

## **29. Last Date for Submission of Tender**

- a. Online bids complete in all respects, must be submitted on or before the last date and time specified in the schedule of events.
- b. The NIPER, Ahmedabad may, at its own discretion; alter/extend the last date for submission of tenders.

## **30. Modification / Substitution/ Withdrawal/Rejection of bids**

- a. No Bid shall be allowed to be modified, substituted, or withdrawn by the bidder after the bid submission end date.
- b. Any alteration / modification in the Bid or additional information supplied subsequent to the Bid's due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- c. The bid submitted shall become invalid if:
  - I. The bidder is found ineligible.
  - II. The bidder does not upload all the documents as stipulated in the bid document.

## **OTHER TERMS AND CONDITIONS OF THE CONTRACT**

1. The successful firm will be required to do the work/job for three financial years 2025-2028 from the date of award of the contract. NIPER Ahmedabad shall, however, reserve the right to terminate the contract at any time without assigning any reason.
2. NIPER Ahmedabad shall be the sole authority to cancel or amend the order, as per requirement, and also to place an order for the supply of the service.
3. The firm should have availability of a responsible person on call on all working days between 09:00 AM to 5:30 PM.
4. The selected Rate Contract holder firm shall also provide the name and mobile number of a key person, who can be contacted at any time, even beyond office hours on holidays. The person should be capable of taking orders and making arrangements for the supply of the desired services even on short notice to NIPER Ahmedabad.
5. The rates of GST should be mentioned clearly.
6. No revision in rate (on the higher side) will be accepted during the contract period.
7. Order will be placed as per requirement, irrespective of the value of the order.
8. The bidders who do not fulfill all or any of the tender conditions or if the tender is incomplete in any respect, will be summarily rejected.
9. Empaneled Attorneys/Firms/Institutions shall maintain confidentiality of all the cases referred to them and shall not disclose the details to any unauthorized person. The empaneled agency will give an undertaking for the same.
10. Tenders received after prescribed closing date and time shall not be accepted under any circumstances.
11. Bid documents should not be sent along with the EMD.



12. EMD of the successful tenderer shall be released only after submission of Performance Security of specific amount prescribed in this Tender Document.
13. EMD of the tenderers who fail to honor 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.
14. No interest will be paid by the Department for not releasing the EMD amount within the tender validity period or at any circumstances.
15. EMD will be returned to unsuccessful tenderers immediately after the completion of the tendering process.
16. The terms and conditions stipulated in the tender document shall be integral part of the empanelment contract.
17. The rates quoted shall remain firm during the period of contract.
18. NIPER-A reserves the right to accept or reject the tenders in full or part without assigning any reason thereof.
19. Disclaimer: The near relatives of NIPER Ahmedabad employees are prohibited from participating in this tender. Any information furnished by the bidder found to be incorrect either immediately or at a later date, would render him liable to be debarred from tendering / taking up of work in NIPER Ahmedabad

(To be printed on letterhead)

**Bidder's Details**

1	Name of the Firm/ Company		
2	Address of the Firm/ Communication Address:		
3	Name and Designation of Authorized Signatory		
4	Mobile No.:		
5	Telephone No.:		
6	E-Mail ID:		
7	Website:		
8	GST registration Number:		
9	PAN Number:		
10	Firm's Bank Account details	Bank Account No.:	
		Name of the Bank:	
		IFSC Code No:	
		Name of Branch:	
11	Communication details of the concerned contact person to whom all references shall be made regarding this tender enquiry		
a)	Name of Person:		

b)	Designation:	
c)	Mobile No:	
d)	E-Mail ID:	

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Authorized Signatory (signature in full):

Name:

Designation:

Seal of the Firm/Company:

(To be printed on letterhead)

**Declaration regarding Non-Blacklisting/ Debarment**

Tender Ref. No.: NIPER-A/NIT/2025-26/01

I/We \_\_\_\_\_ (Applicant) hereby declare that our firm/company namely M/s \_\_\_\_\_ has not been blacklisted or debarred in the past by the Central Govt. / State Govt. / Public Sector Undertaking/ Universities/ Research Institutions or any other Govt. organization from taking part in Government Tender in India and has no litigation in any of the Court(s).

**(OR)**

I/We \_\_\_\_\_ (Applicant) hereby declare that our firm/company namely M/s. \_\_\_\_\_ was blacklisted or debarred by the Central Govt. / State Govt. / Public Sector Undertaking/ Universities/ Research Institutions or any other Govt. organization from taking part in Government Tender for a period of \_\_\_\_ years w.e.f. \_\_\_\_\_ to \_\_\_\_\_. The period is over on \_\_\_\_\_ and now the firm/company is entitled to take part in Government Tender.

\_\_\_\_\_  
Authorized Signatory (signature in full):

Name:

Designation:

Seal of the Firm/Company:

(To be printed on letterhead)  
**CERTIFICATE OF PRICE JUSTIFICATION**

Tender Ref. No.: **NIPER-A/NIT/2025-26/01**

I/We, M/s. \_\_\_\_\_ certify that the rates provided are our best rates and we have not given these services to any Government Department / PSU / Institutes for lesser than these rates during the last one year. In case, if the price charged by our firm is more, NIPER Ahmedabad will have the right to recover the excess charged amount from the subsequent/unpaid bill of the service provider and may take any further action as deemed fit including blacklisting the firm.

Signatures of the Bidder :

Name of the Authorised Signatory:

Designation :

Company's Seal :

Date:

Place:

(To be printed on letterhead)  
**CERTIFICATE OF NO DEVIATION**

Tender Ref. No.: **NIPER-A/NIT/2025-26/01**

I/We, M/s. \_\_\_\_\_ hereby certify that notwithstanding any contrary indication/conditions elsewhere in our offer documents, I/We have neither set any terms and conditions nor there is any deviation taken from the conditions of NIPER Ahmedabad Tender specifications, either technical or commercial, and I/We agree to all the terms and conditions mentioned in NIPER Ahmedabad tender specification with associated amendments and clarifications.

Signatures of the Bidder :

Name of the Authorised Signatory:

Designation :

Company's Seal :

Date:

Place:

(To be printed on letterhead)  
**Certificate of Compliance**

Tender Ref. No.: **NIPER-A/NIT/2025-26/01**

**Restrictions on procurement from Bidders from a country or countries, or a class of countries under Rule 144(xi) of the General Financial Rules 2017.**

“We have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.”

Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and also undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration by us would be violation of Code of integrity and would attract penalties as mentioned in this tender document, including debarment.

---

Authorized Signatory (signature in full):

Name:

Designation:

Seal of the Firm/Company:

(To be printed on letterhead)

**Average Annual Financial Turnover of bidder's firm / company**

Annual financial turnover details of the bidder's firm/company (insert relevant details)

#	Financial Year	Annual Financial Turnover in Indian Rupees	Profit / Loss in Indian Rupees	Document Page No.
A	FY 2021-22			
B	FY 2022-23			
C	FY 2023-24			
<b>Average Annual Financial Turnover</b>				

Audited Balance sheet and profit & Loss account statement of the bidder's firm/company for each of the above-mentioned financial year should be submitted as supporting evidence.

**Bidder**


---

 Authorized Signatory (Signature in full):

Name:

Designation:

Date:

Place:

Seal of the Firm/ Company:



(To be printed on letterhead)  
**List of patent applications filed**

Tender Ref. No.: **NIPER-A/NIT/2025-26/01**

The bidder should have filed at least 500 patent applications in India in the area of Pharmaceutical Sciences/Medical Devices/ pharma allied fields; in the last five years i.e. from 1st April 2020 to 31st March, 2025

SN	Application No.	Filing Date	Name of Clients with contact person, phone & e-mail ID

\_\_\_\_\_  
Authorized Signatory (signature in full):

Name:

Designation:

Seal of the Firm/Company:

(To be printed on letterhead)  
**List of trademark applications filed**

Tender Ref. No.: NIPER-A/NIT/2025-26/01

The bidder should have filed at least 25 trademark applications in India in the last five years i.e. from 1st April 2020 to 31st March, 2025

SN	Application No.	Filing Date	Name of Clients with contact person, phone & e-mail ID

\_\_\_\_\_  
Authorized Signatory (signature in full):

Name:

Designation:

Seal of the Firm/ Company:

(To be printed on letterhead)  
**List of Patent Agents on your payroll**

Tender Ref. No.: NIPER-A/NIT/2025-26/01

The bidder should have at least 50 Patent Agents on your payroll		
SN	Patent/TM Agent Number	Name of the Patent agent on your payroll and Phone & E-mail ID

\_\_\_\_\_  
Authorized Signatory (signature in full):

Name:

Designation:

Seal of the Firm/Company:

(To be printed on letterhead)

**List of Patent Agents with educational background of Pharmaceutical Sciences**Tender Ref. No.: NIPER-A/NIT/2025-26/01

The bidder should have at least 5 members with educational background of Pharmaceutical Sciences			
SN	Patent/TM Agent Number	Name of the Patent agent on your payroll and Phone & E-mail ID	Educational qualification of Patent agent

\* Also, provide the copy of their qualification degree

\_\_\_\_\_  
Authorized Signatory (signature in full):

Name:

Designation:

Seal of the Firm/Company:

(To be printed on letterhead)  
**List along with the contact details of the clients**

Tender Ref. No.: **NIPER-A/NIT/2025-26/01**

The bidder should have rendered IPR services in at least 50 different Government/Semi-Government/ Autonomous institutions & Universities during the previous 5 years		
SN	Name and Address of Clients	Name of the contact person and Phone & E-mail ID

\*Also provide the contract copy/ satisfactory work completion certificate as mentioned above.

\_\_\_\_\_  
 Authorized Signatory (signature in full):

Name:

Designation:

Seal of the Firm/Company:

(To be printed on letterhead)

**ACCEPTANCE OF TERMS AND CONDITIONS OF TENDER**

To,

The Director

National Institute of Pharmaceutical Education and Research Ahmedabad

Opp. South Western Air Command Headquarter

Palaj, Gandhinagar - 382055 Gujarat, INDIA

**Subject:** Acceptance of Terms & Conditions of Tender

**Tender Ref. No.:** NIPER-A/NIT/2025-26/01

**Name of Tender:** Empanelment and Rate Contract with IPR Attorneys  
/Firms/Institutions

Sir,

I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. 1 to 46 (including all documents like annexure(s), etc.), which form part of the contract agreement and I/we shall abide hereby by the terms/conditions/clauses contained therein.

The corrigendum(s) issued from time to time by NIPER Ahmedabad too have also been taken into consideration, while submitting this acceptance letter.

I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality/entirety.

I/We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

Signatures of the Bidder :

Name of the Authorised Signatory :

Designation :

Official Seal :

Date:

Place:

## Eligibility Criteria cum Undertaking

SN	Particulars	Documents to be provided	Page No.
1	<p>Details of Security Deposit (EMD) / DD/BC No.: Dated: Drawn on Bank: Amount: Rs. 50,000 (Refundable) (Rupees Fifty thousand only)</p> <p>The bid without EMD / Security Deposit will be summarily rejected.</p>	The DD/BC regarding Security Deposit (EMD) has to physically reach NIPER Ahmedabad within five days after the last date of bid submission	
2	The bidder should have been registered as Company/LLP/Firm with Govt. of India or respective state govt., and in practice for at least last 5 years	Copy of the Registration/ Incorporation Certificate should be should be uploaded along with the bid documents.	
3	The bidder should have a turnover of an average 30 lakhs annual turnover in the last 3 Financial Years (2021-22, 2022-23, 2023-24)	A certificate regarding Average Annual financial turnover duly certified by the Chartered Accountant (CA) as per Annexure-VI should be uploaded along with the bid documents.	
4	The bidder should have filed at least 500 patent applications in India in the area of Pharmaceutical Sciences/Medical Devices/ pharma allied fields; in the last five years i.e. from 1st April 2020 to 31st March, 2025	List of Application numbers, along with filing date and name of clients as per the details mentioned in Annexure- VII (in letter head) should be uploaded along with the bid documents.	
5	The bidder should have at have least 25 Trademark <sup>(TM)</sup> applications in India; in the last <b>five years</b> i.e. from 1st April 2020 to 31st March, 2025	List of Application numbers, along with filing date and name of clients as per the details mentioned in Annexure- VIII (in letter head) should be	

		uploaded along with the bid documents.	
6	The bidder should have at least 50 Patent Agents on their payroll	List of Patent Agents along with their Patent/TM Agent Number, contact numbers and designation, mentioned in Annexure-IX (in letter head) should be uploaded along with the bid documents.	
7	The bidder should have at least 5 members with Pharmaceutical Sciences educational background	List of Patent Agents along with their Patent/TM Agent Number and their educational qualification as per the details mentioned in Annexure - X (in letter head). Also, provide copy of their qualification degree.	
8	The bidder should have rendered IPR services in at least 50 different Government/Semi-Government/ Autonomous institutions & Universities during the previous 5 years	Contract copy / satisfactory work completion certificate as per the details mentioned in Annexure-XI (in letter head) should be uploaded along with the bid documents.	
9	PAN details/TAN Details (if any)	Copy of PAN registration certificate	
10	GST Registration Certificate	Copy of GST registration certificate	
11	Bidder's Details	Duly filled, signed and stamped copy of Annexure-I	



12	Declaration regarding Non-Blacklisting / Debarment	Duly filled, signed and stamped copy of Annexure-II	
13	Certificate of Price Justification	Duly filled, signed and stamped copy of Annexure-III	
14	Certificate of No Deviation	Duly filled, signed and stamped copy of Annexure-IV	
15	Certificate of Compliance	Duly filled, signed and stamped copy of Annexure-V	
16	Acceptance of Terms and Conditions of Tender	Duly filled, signed and stamped copy of Annexure-XII	

Page numbers should be given to each and every page of all the documents, wherever the copy(s) of the document(s) are uploaded. In case of non-fulfilment of any of the above information / document(s), the bidder will be summarily rejected without giving any notice.

#### **Undertaking**

1. That I/we have carefully examined and studied all the terms and conditions of tender and shall abide by them.
2. That I/We shall supply the items of the requisite quality.
3. That I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.
4. That I/We undertake that all the original documents shall be kept ready for inspections as and when asked by the NIPER Ahmedabad.

Signatures of the Bidder :  
 Name of the Authorised Signatory :  
 Designation :  
 Company's Seal :

Date:  
Place:

### PERFORMANCE BANK GUARANTEE

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred)  
[To be established through any of the scheduled commercial banks with a clause to enforce the same on their local branch at Gandhinagar or any of the scheduled commercial banks situated at Gandhinagar]

**To be submitted by the successful bidder only**

To,

THE DIRECTOR

National Institute of Pharmaceutical Education and Research Ahmedabad

Opp. South Western Air Command Headquarter

Palaj, Gandhinagar - 382055 Gujarat, INDIA

### LETTER OF GUARANTEE

*WHEREAS*, National Institute of Pharmaceutical Education and Research Ahmedabad, (Buyer) had invited Bid *vide* No. NIPER-A/NIT/2025-26/01 dated \_\_\_\_\_ regarding the Empanelment and Rate Contract with IPR Attorneys/Firms/Institutions.

*AND WHEREAS*, M/s. \_\_\_\_\_ (Service provider) Address: \_\_\_\_\_

has been empanelled under rate contract and awarded the contract *vide* \_\_\_\_\_ dated \_\_\_\_\_.

*AND WHEREAS*, the successful bidder has to deposit an irrevocable Performance Bank Guarantee to NIPER Ahmedabad for a total of Rs. 2,50,000 (Rs. Two Lakhs and Fifty Thousand only) within 21 days from the date of issue of the letter of rate contract in the form of an irrevocable Performance Bank Guarantee in favour of NIPER Ahmedabad in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed deposit Receipt, Banker's Cheque or Bank Guarantee issued from any of the Scheduled Commercial Banks for Rs. 2,50,000 (Rs. Two Lakhs and Fifty Thousand only) which shall be kept valid for a period of 60 days beyond completion of all the contractual obligations.

*NOW, THIS BANK HEREBY GUARANTEES* that in the event of the said empanelled bidder under rate contract (i.e. M/s. \_\_\_\_\_) failing to abide by any of the conditions referred in the above-mentioned bid document / Work Order, etc. this bank shall pay to NIPER Ahmedabad on demand and without protest or demur Rs. 2,50,000 (Rs. Two Lakhs and Fifty Thousand only).

This bank further agrees that the decision of NIPER Ahmedabad (Buyer) as to whether the said Bidder has committed a breach of any of the conditions referred in the bid document / Letter of rate contract/ Work Order shall be final and binding.

We, \_\_\_\_\_  
(name of the bank and branch) hereby further agree that the guarantee herein contained shall not be affected by any change in the constitution of the Bidder and/ or National Institute of Pharmaceutical Education and Research (NIPER) Ahmedabad.

**Notwithstanding anything contained herein:**

1. Our liability under this Bank Guarantee shall not exceed **Rs. 2,50,000 (Rs. Two Lakhs and Fifty Thousand only)**
2. This Bank Guarantee shall be valid up to \_\_\_\_\_ and,
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if the Institution serves upon us a written claim or demand on or before \_\_\_\_\_

This Bank further agrees that the claims if any, against this Bank Guarantee, shall be enforceable at our branch office at \_\_\_\_\_ situated at \_\_\_\_\_ (address of local branch).

Signature and seal of the guarantor

Name of Bank:

Address:

Date: