

**TENDER SPECIFICATION**  
**FOR**  
**CONSULTANCY SERVICES ON INTELLECTUAL**  
**PROPERTY MANAGEMENT**

REF:BHEL:TRY:R&D:IPR:C:2008 DATED 28.05.2008

(TENDER SPECIFICATION IS ALSO HOSTED IN WEB:

[www.bhel.com](http://www.bhel.com) → TENDER NOTIFICATIONS)

TENDER DUE DATE: 18-JUNE-2008

Providing consultancy services on Intellectual Property management

BHEL TRICHY-14



**BHARAT HEAVY ELECTRICALS LIMITED**

**(A Government of India Undertaking)**

**R&D-MHD COMPLEX**

**BHEL TRICHY-14**

**TENDER SPECIFICATION**  
**FOR**  
**PROVIDING CONSULTANCY SERVICES ON INTELLECTUAL PROPERTY**  
**MANAGEMENT**

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CONSULTANCY ON INTELLECTUAL PROPERTY MANAGEMENT  
TENDER DATED 28-MAY-2008

BHARAT HEAVY ELECTRICALS LIMITED  
TIRUCHIRAPPALLI – 620 014

**RESEARCH & DEVELOPMENT**  
MHD COMPLEX

TENDER SPECIFICATION NO.: BHEL:R&D:IPR:C:2008- 02 DT. 28.05.08

**Name of the work: PROVIDING CONSULTANCY SERVICES ON  
INTELLECTUAL PROPERTY MANAGEMENT**

TENDER DOCUMENTS

**(GENERAL TECHNICAL AND FINANCIAL CONDITIONS AND TENDER  
SCHEDULE)**

The bid documents can also be downloaded from web:  
[www.bhel.com](http://www.bhel.com) → Tender Notifications

**SDGM,  
Research & Development  
MHD COMPLEX**  
Bharat Heavy Electricals Limited,  
Trichy – 620 014

Issued to :

## SECTION 1

### SCOPE OF WORK & EVALUATION CRITERIA

**Period of Contract: 2 Years**

<b>Sl. No.</b>	<b>TASK DESCRIPTION</b>	<b>ANNUAL QUANTUM *</b>	<b>UNIT RATE (Rs.)</b>
01	<b>Filing Indian patents:</b> Carrying out prior-art search, patentability analysis, drafting patent specifications including claims and drawings, preparing appropriate forms and providing necessary details to fulfill the requirements of the India patent office and filing the patent applications in the Indian patent Offices.	15 Nos.	**
02	<b>Prosecution of patents:</b> Filing request for early publication where required, filing request for examination, responding to office actions received from India patent office, filing and paying annuity fee to keep the patent in good standing. Also includes consultations/clarifications on official procedures regarding IPO as required by BHEL.	5 Nos. in 1 <sup>st</sup> year & 15 in 2 <sup>nd</sup> year	
03	<b>Filing PCT Patents:</b> Carrying out prior-art search, patentability analysis, drafting patent specifications including claims and drawings, preparing appropriate forms and providing necessary details to fulfill the requirements of the PCT and filing patent applications in PCT. Responding to IPRP and International Examination Reports. Also includes consultations / clarifications on official procedures of WIPO	2 Nos.	
04	<b>Copyrights:</b> Filing and processing copyright applications in India	10 Nos.	
05	<b>Design Registrations:</b> Filing and processing Design Registration applications in India	2 Nos.	
06	<b>Freedom to Operate Analysis:</b> To formulate a methodology for products requiring FTO analysis, identifying products and carrying out FTO analysis – assist engineers in designing around wherever required.	2 Nos.	
<b>Sl.</b>	<b>TASK DESCRIPTION</b>	<b>ANNUAL</b>	<b>UNIT</b>

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No.		QUANTUM *	RATE (Rs.)
07	<b>Opposition : BHEL opposing ( both pre-grant and post-grant).</b> Carrying out patent watch for products of BHEL's interest, identifying patents which need to be opposed, bringing out grounds for opposition, filing opposition, responding to reply statements follow up with the patent office for actions, appearing before IPO/Appellate Board. Also includes tracking status of patent applications with patent office and obtaining copies of patent specifications as required.	3 Nos.	
08	<b>Opposition: Defending opposition on BHEL's Patents. :</b> Advise BHEL on giving reply statements, patent holder/ IPO (in the case of pre-grant oppositions) as the case may be. Attend hearings at IPO as required.)	1 No.	
09	<b>Opposition:</b> Sending copyright/design registration violation notice as well as responding to CR/DR violation notice of others.	1 No.	
10	<b>Training:</b> Conduct one-day patent prosecution training programs to stewards as well as other executives covering IP topics as per requirement	3 Nos	
11	<b>IP Audit:</b> Conduct audit and evolve IP Policies, IP procedures and templates (e.g. Format for invention disclosures, checklists, etc.,) and identify protectable IPs. First will be an extensive audit for 15days and the subsequent 3 audits will be surveillance audits - 3 days each	4 Audits in 2 years	
12	<b>Visits:</b> Apart from the visits for audits and training the consultant will be required to have monthly interactions. Accommodation will be arranged in BHEL Guesthouse for the visiting officials. BHEL officials may also visit the consultant for clarifications/help where required.	18 Man-days	

\* - The Annual Quantum specified is only tentative.

\*\* - Charges for prior-art search may be separately indicated.

## **SECTION 2**

### **SPECIAL INSTRUCTIONS TO BIDDERS**

The Bidder must submit their bids as requested in a sealed cover prominently super scribing the tender specification number, due date and time of submission as mentioned in the **TENDER NOTICE**.

#### **2.1 QUALIFICATION REQUIREMENT**

The bidders having experience in carrying out IPR activities Indian industries (other than Pharmaceuticals) only will be considered. South India based Consultants having exposure to Engineering & Manufacturing industries will be preferred. The bidder shall have on their rolls qualified patent attorneys as well as technical personnel having Engineering back ground. Bidder shall submit the experience list and client list along with the bid. The price bid will be opened only for those bidders who meet the qualifying requirement.

**And BHEL reserves the right to reject any bid.**

#### **2.2.CERTIFICATE OF NO DEVIATION**

Tenderes have to furnish a declaration sheet indicating that there is no deviation from the tender documents. Tenderes may further note that this declaration is a prerequisite for BHEL to consider their bids. Bids submitted without **"NO DEVIATION DECLARATION"** will be rejected by BHEL. **Format for no deviation certificate is furnished in SECTION 3.**

#### **2.3 PAYMENT TERMS:**

Payments will be made on successful completion of a specific task as per Section 1 based on the certification of BHEL. No advance will be paid by BHEL.

#### **2.4 PRICE ESCALATION:**

The quoted /accepted rate has to be kept **firm** for the entire contractual period of 2 years including the total extended period if any and no claim for the revision of the rate will be allowed under any circumstances.

#### **2.5 SERVICE TAXES:**

Service tax as applicable to this contract shall be reimbursed by BHEL at the rate applicable as per the Service act/Rules. You may claim the service tax in your R.A bills and the same will be paid by BHEL. You may claim the first running bill along with the copy of the Service Tax Registration Certificate. Proof of Remittance of the service tax to the Service tax authorities has to be produced from the second bill onwards.

#### **2.6 NEW LEVIES/TAXES**

In case Government imposes any new levies /taxes after the award of the work BHEL shall reimburse the same at actuals on submission of the documentary proof of the payment subject to the satisfaction of the BHEL.

#### **2.7 PROCEDURE FOR SUBMISSION OF SEALED BIDS**

Bidders shall submit the offer in **TWO INNER ENVELOPES** as indicated below which shall be sealed in one outer envelope.

**Envelope I** This sealed envelope should contain all the copies of technical bid together with **un-priced** commercial bid. This envelope should be clearly marked **"Part I - Technical and un-priced commercial bid"**, indicating Enquiry No., Due Date and Address & Reference of the Bidder.

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TENDER DATED 28-MAY-2008

**Envelope II** This sealed envelope should contain price details. This envelope should be clearly marked "Part II - Price bid", indicating Enquiry No., Due Date and Address & Reference of the Bidder.

**Both the envelopes (Part I & II) shall be put in one cover, duly sealed, super scribing as Part I and Part II of Enquiry No., due date of opening and the address and reference of the Bidder.**

**The above offer should reach this office on or before 18-06-08 by 14.00 Hrs (IST). Late offers will not be considered.**

Tender should not be addressed to any Individuals name but only by designation to:

**SDGM / R&D  
MHD Complex  
BHARAT HEAVY ELECTRICALS LIMITED  
TIRUCHIRAPALLI - 620 014  
TAMIL NADU, INDIA**

Tenders should be free from **CORRECTION AND ERASURES**, Corrections if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.

Offers should be in **ENGLISH**.

**2.8.1 PART I : Technical Bid**

The Technical Bid shall be submitted in a sealed cover. This part shall include / indicate the following :

Offer should detail out complete scope of service with all qualifying clauses if any.

**2.8.2 PART II : Price Bid**

The Price Bid shall be submitted in a sealed cover.

Bidder shall indicate terms of payment, Taxes & duties applicable, Offer validity. Price quoted shall be for unit rates. For the purpose of comparison, offer price will be worked out multiplying unit rates by annual quantum and total price will be arrived at. However billing will be done only on the actual completed work as described in the Scope items 1 to 12.



## **2.9 OPENING OF TENDERS**

The Part I - Technical & commercial bid alone would be opened on the Tender opening date.

The Part II - **Price bid of Technically suitable Bidders alone would be opened.** The Technically suitable Bidders would be informed about the tender opening date. Clarifications if any required by BHEL for Technical evaluation would be sought from Bidders before opening of Part II - price bid.

## **2.10 GENERAL**

Incomplete offers will not be considered.

On award of Contract the bidder shall execute a contract agreement with BHEL for a period of two years.

**Taxes and Duties:** All Taxes and Duties payable as extra to the quoted price should be specifically stated in offers along with CST & TIN No etc., failing which the purchaser will not be liable for payment of such Taxes and Duties.

## **2.11 TENDER COVERING LETTER;**

The bidder shall submit the offers with the following covering letter.

## **2.12 Confidentiality Agreement:**

The successful bidder will be required to enter into a Confidentiality Agreement with BHEL.

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TENDER DATED 28-MAY-2008

BHARAT HEAVY ELECTRICALS LIMITED  
TIRUCHIRAPPALLI – 620 014

**RESEARCH & DEVELOPMENT MHD COMPLEX**  
**TENDER FORM**

TENDER SPECIFICATION NO.: BHEL:R&D:IPR:C:2008 DT. 28.05.08

**Name of the work: Providing consultancy services on Intellectual Property management**

To

SDGM  
**Research & Development**  
MHD COMPLEX  
Bharat Heavy Electricals Limited,  
Trichy – 620 014

Dear Sir,

Having examined the above notification, together with the accompanying general conditions therein referred to, we hereby offer to provide and carry out the services described in the said tender notification according to the general conditions at the rates entered in the attached contract schedule of prices.

1. We hereby guarantee the satisfactory fulfillment of the services.
2. We agree with all clauses mentioned in the tender notification and with the general conditions of contract prescribed by the BHEL.

Yours faithfully,

Signature :

Name :

Date :

Witness with their address

Signature

Name

Address

TENDER SPECIFICATION:BHEL: R&D:IPR:C:2008

**SECTION 3**

**CERTIFICATE OF NO DEVIATION**

I.....OF  
M/S.....  
.....  
.....

hereby certify that **there is no deviation** from the tender conditions either technical or commercial and I am agreeing to all the terms and conditions mentioned in the tender specifications.

Signature of the Tenderer  
Date:

## **SECTION- 4**

### **General Conditions of Contract**

#### **For Providing Consultancy Services on Intellectual Property Management**

#### **4. GENERAL INSTRUCTIONS TO TENDERERS :**

##### **4.1 GENERAL INSTRUCTIONS :**

4.1.1 This tender specification as a whole, duly furnishing all the details required and other documents as required in the following pages, shall be duly signed and sent in sealed cover duly super scribing the name of work as given in the tender notice.

4.1.2 The tender shall be addressed to : Officer inviting tender as indicated in the tender notice.

4.1.3 Tenders submitted by post shall be sent as "REGISTERED POST ACKNOWLEDGEMENT DUE" or by any mode and shall be posted with due allowance for any postal delay. The tenders received after the due date and time of opening are liable to be rejected. Telegraphic offers and offers received by telex, fax, electronic mail will not be considered.

4.1.4 Tenders shall be opened by authorized official of BHEL at his office at the time and date as specified in the tender notice in the presence of those tenderers or their authorized representatives who may be present.

4.1.5 The tenderer shall quote the rates in English Language and international numerals. These rates shall be entered in figures as well as in words. In case of difference in rates between words and figures, the least of the two will be treated as valid rate. For the purpose of the tender, the metric system of units shall be used.

4.1.6 All entries in the tender shall either be typed or to be written in ink, including ballpoint pens. Erasers and overwriting are not permitted and may render such tenders be liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderer, without fail.

##### **4.2 QUALIFICATION OF TENDERERS :**

Only tenderers who have previous experience in the services of this nature and description detailed in this tender specification are expected to quote for this service duly detailing their experience along with the offer. Offers from tenderers who do not have proven and established experience in the field are not likely to be considered.

**4.3 DATA TO BE ENCLOSED :**

Full information/documents shall be given by the tenderer in respect of the following. Non submission of these information may lead to rejection of the offer.

**4.3.1 FINANCIAL STATUS :**

A certificate from Scheduled Bank to prove his financial capacity to undertake the work duly indicating financial limits the tenderer enjoys or Solvency Certificate from the concerned Government authority.

**4.3.2. INCOME – TAX CERTIFICATES :**

A Certificate of Income –Tax clearance from the appropriate authority in the forms prescribed there for duly indicating annual turnover. These certificates shall be valid for one year from the date of issue or for the period prescribed therein for all tenders submitted during that period.

**4.3.3 PREVIOUS EXPERIENCE :**

A statement giving particulars duly supported by documentary evidence of the various services rendered for each similar works by the tenderer indicating the particulars and value of each work, the site location, duration and date of completion.

**4.3.4 ORGANISATION CHART :**

The organization pattern that is totally available with him and that will be employed by the tendered for this work duly indicating the number of Patent Attorneys, the number of technically qualified persons etc. is to be furnished

4.3.5 An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor, shall also be attached.

**4.3.6 IN CASE OF AN INDIVIDUAL :**

His full name, address and place and nature of business.

**4.3.7 IN CASE OF PARTNERSHIP FIRMS:**

The name of the partners and their addresses. A copy of the partnership deed/ instrument of partnership certified by Notary Public shall be enclosed.

**4.3.8 IN CASE OF COMPANIES:**

Copy of Certificate of Registration giving date and place of registration including date of commencement. In case of public companies certified copies of Memorandum and Articles of Association are to be furnished.

4.3.9 Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.

4.3.10 Names and particulars including addresses of all the Directors and their previous experience.

**4.4 AUTHORISATION AND ATTESTATION:**

4.4.1 Tenders shall be signed by persons duly authorized /employed to do so. Certified copies of such authority and relevant documents are to be enclosed.

**4.5 VALIDITY OF OFFER:**

The rates in the Tender shall be kept open for acceptance for a minimum period of six months from the date of opening of tenders. In case Bharat Heavy Electricals Limited, calls for negotiation, such negotiation shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

**4.6 EXECUTION OF CONTRACT:**

The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent by Bharat Heavy Electricals Limited. The tenderer shall submit an unqualified acceptance to the letter of Intent within the period stipulated therein. The text of acceptance of Letter of Intent should read as follows:

"We hereby acknowledge receipt of your Letter of Intent  
No.....dated..... and we convey our unqualified acceptance for the same.

**4.7 REJECTION OF TENDER AND OTHER CONDITIONS:**

5.7.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.

4.7.1.1. To reject any or all of the tenders.

4.7.2 Conditional tenders, tenders containing absurd or unworkable rates and amounts and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, specifications etc, are liable to be rejected.

4.7.3 If a tenderer expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character.

4.7.4 BHEL will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognise such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

4.7.5 If tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/Security deposit, any other money due.

4.7.6 If the tenderers resort to canvassing in any form in connection with the tenders submitted by them, such tenders are liable to rejection.

CONSULTANCY ON INTELLECTRUAL PROPERTY MANAGEMENT  
TENDER DATED 28-MAY-2008

4.7.7 Should a tenderer or Contractor or in the case of a firm of Company of contractors/ one or more of its partners/Shareholders/ Directors have a relation or relations employed in BHEL, the authority inviting tender shall be informed of the fact along with the offer, failing this BHEL, may, at its sole discretion reject the tender or cancel the contract.

4.7.8 The successful tenderer should not sub-contract part or complete work detailed in the tender specification undertaken by him without prior written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him.