

# **Malaviya National Institute of Technology Jaipur**

**Jawahar Lal Nehru Marg, JAIPUR-302017 (Rajasthan)**

**Ministry of Education**

**(Government of India)**



## **Request for Proposal (RFP) for Empanelment of Intellectual Property (IP) Firms by Malaviya National Institute of Technology Jaipur**

## MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY JAIPUR

No. F5(4102)ST/MNIT/R&C/2025

Phone : 0141-2713312,2713352

### **Notice Inviting Quotation (E-Procurement Mode)**

**Registrar, Sponsored Research MNIT, JLN Marg, Jaipur invites RFP for the supply of “Empanelment of Intellectual Property (IP) Firms by Malaviya National Institute of Technology Jaipur” ..**

1. Vendors are requested to submit their online bid for mentioned item as per detailed technical specification given and Price Bid as per BOQ on CPP Portal. The Important information related to tender are as follows:

Schedule	
Event	Date & Time
Date of Issue/Publishing	03.07.2025 (17:00 Hrs)
Document Download/Sale Start Date	03.07.2025 (17:00 Hrs)
Last Date and Time for receipt of queries	25.07.2025 (14:00 Hrs)
Document Download/Sale End Date	25.07.2025 (14:05 Hrs)
Last Date and Time for Uploading of Bids	25.07.2025 (14:10 Hrs)
Date & Time of Opening of Technical Bids	28.07.2025 (14:15 His)
Date of Opening of Financial Bids	will be informed later
Earnest Money	<b>(Rs. 10,000.00)</b>  <b>EMD in the form of Demand Draft</b> in the name of The Registrar, MNIT payable at Jaipur or NEFT/RTGS in the bank account details as under:-  Bank Name: ICICI Bank Ltd., Bank Branch: MNIT Jaipur Account Holder: Registrar MNIT Jaipur, J.L.N. Marg, Jaipur Bank Account No: 676805000011 Bank IFSC Code: ICIC0006768
Contract period	01 years (extendable for two more year on mutual concerned on yearly basis)
No. of Covers	02
Bid Validity days	90 days
Email Address (for Technical Clarifications)	<a href="mailto:ipr@mnit.ac.in">ipr@mnit.ac.in</a> , <a href="mailto:storepurchase@mnit.ac.in">storepurchase@mnit.ac.in</a>

## **Instructions to Bidders**

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

Department of Expenditure has issued the directive to publish the tender document on the Central Public Procurement Portal (URL:<http://eprocure.gov.in/eprocure/app>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. For more information, bidders may visit the CPP Portal <http://eprocure.gov.in/eprocure/app>. Tender document can also be downloaded from MNIT Jaipur Website ([www.storepurchase@mnit.ac.in](http://www.storepurchase@mnit.ac.in))

#### **2.1 Registration Process**

- a) Bidders to enroll on the e-Procurement module of the portal <http://eprocure.gov.in/eprocure/app> by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
- b) The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- c) Bidders to register upon enrolment their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
- d) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse. Foreign bidders are advised to refer "DSC details for Foreign Bidders" for Digital Signature requirements on the portal.
- e) Bidder then logs in to the site through the secured login by entering their user ID / password and the password of the DSC / eToken.

#### **2.2 Tender Documents Search**

- a) Various built in options are available in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, organization, location, date, value, etc.
- b) There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- c) Once the bidders have selected the tenders they are interested in; they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- d) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### **2.3 Bid Preparation**

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- c) Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- d) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / Schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.

- e) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process

## **2.4 Bid Submission**

- a) Bidder to log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidder to select the payment option as “on-line” to pay the tender fee/ EMD wherever applicable and enter details of the instrument.
- d) A standard BOQ format has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the pre-scribed format and no other format is acceptable.
- e) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- f) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- g) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- h) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- i) Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

## **2.5 Assistance to Bidders**

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 2337315.

## **2.6 General Instructions to the Bidders**

1. The tenders will be received online through portal <https://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
2. Possession of Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card Token in the company’s name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link ‘Information about DSC’. Bidders are advised to follow the instructions provided in the ‘Instructions to the Bidders for the e-Submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure>

**Request for Proposal (RFP) for Empanelment of Intellectual Property (IP) Firms by  
Malaviya National Institute of Technology Jaipur**

MNIT Jaipur invites Request for Proposal (RFP) from the firms dealing in filing and prosecution of Intellectual Property. The selection and empanelment of the IP firm will be based on an internal evaluation process. MNIT Jaipur, reserves the right to shortlist firms at any point of assessment of their credentials for the empanelment. The advertisement does not constitute and will not be deemed to constitute any commitment on the part of MNIT Jaipur for the empanelment. MNIT Jaipur reserves the right to reject any RFP if it is not in the given format, at any time, a material misrepresentation is made or uncovered, or the firm does not respond promptly and thoroughly to requests for supplementary information required for the evaluation of the RFP.

Interested firms may submit the RFP in the given format in a sealed envelope within **21 days** from the date of publication of the advertisement.

**Note:** This is a two part bid consisting of technical and price bid. Bidders are required to submit the Technical bid as per Para-V in Envelope No.1 and Financial bid as per Para-VI in Envelope No.2. Please do not put "Financial Bid" (Prices quote) in the technical bid envelope. If the price quoted is submitted with technical bid, the tender will be rejected. Both the sealed envelopes should be placed in third larger sealed envelope. Please clearly mention on the larger envelope **“Technical Bid and Financial Bid for Empanelment of Intellectual Property (IP) Firms”**. Include EMD in the Technical bid envelope not in the financial bid.

**Note:** Existing IP firms which are already empanelled with MNIT Jaipur as on date, also needs to apply, for getting empanelled by MNIT Jaipur for providing the IP Services. After empanelment is finalized by MNIT Jaipur, the earlier empanelment of IP Firms will cease/discontinue.

Note: Those who have already submitted the proposal earlier in any form need to apply again for the same.

The RFP may kindly be sent to:

**Dy. Registrar (Store & Purchase)**

Malaviya National Institute of Technology Jaipur  
Jawahar Lal Nehru Marg, JAIPUR - 302 017 (Rajasthan)  
Phone: 0141- 2713352  
Mobile: +91 9549650356  
Email: storepurchase@mnit.ac.in

## **I. Scope of Work:**

<b>Activity</b>	<b>Patents</b>
A.	Patentability verified search report
B.	Provisional specifications drafting & filing
C.	Complete specifications of drafting & filing (up-to 30 pages and 10 claims)
D.	Complete specifications of drafting & filing (each extra page beyond 30 and each extra claim beyond 10)
E.	Submission of Request of Examination
F.	Submission of Request of Expedited Examination
G.	Filing Request for early publication
H.	Drafting and Filing Response to (FER)
I.	Hearing Charges (per hearing)
J	Renewal/Maintenance Fee (per submission)
K	Certificate of Inventorship
	<b>Trademark</b>
N	Hearing of the Trademark
	<b>Services (Design)</b>
O	Drafting and Filing of Design
P	Drafting and filing Response of the Design
Q	Hearing of the Design

## **II. Pre-qualification Criteria and Profile of Consultant**

- i. The firm must be registered in India.
- ii. The firm should have a minimum of FIVE years of experience as an Indian entity. The firm registration certificate is to be uploaded in this regard.
- iii. The firm should possess professional expertise in handling minimum FOUR areas especially in handling PATENT applications in the field of Engineering and Sciences specifically in Chemical, Civil, Electrical, Electronics, Mechanical, Computer Science Engineering and Chemistry, Physics etc. Documents are to be uploaded in support of your claim.
- iv. The firm should not have been blacklisted by any Central /State Government / Public Sector Undertaking, Govt. of India. **An undertaking is required in this regard.**
- v. The firm should not be involved in any litigation with the institute of national importance and national organization that may have an impact/effect/compromise on the delivery of services. **An undertaking is required in this regard**

### III. Profile and Business Competencies of the IP Firms

The bidder has to submit the firm's profile and Business competencies in the format given below:

S.No.	Particulars	Supporting Page Number of bid
1.	Full Name of IP firm, web address, telephone number, etc.	
2.	Complete address of the main office and all branch offices across the country along with telephone numbers and email addresses of the firm	
3.	Copy of GST Certificate and PAN.	
4.	Place of work: Owned / Leased	
5.	Date of establishment and Registration of the IP firm	
6.	Legal status of the IP firm (attach attested copies of original document)	
7.	Particulars of registrations/certifications if any with various government/non-governmental bodies (attach attested photocopy)	
8.	Particulars of the membership/partnership, if any	
9.	Articles and memorandum of association (if any) of the IP firm	
10.	Partnership agreement between the firm and its partner(s) clearly highlighting the scope of work for each	
11.	Details of PAN (Permanent Account Number) of IP Firm, GST # (Tax deduction and Collection Account Number) and other Important Registration numbers may also be provided	
12.	Complete list of all the assignments along with names of clients (Individual Inventors / Government / Private) handled by the IP firm during the last three years.	
13.	Area(s) of Specialization: (Patents / Copyright / Industrial Designs/IC Layout Design)	
14.	<p>Number of professionals (Partners/Associates) presently employed with the firm for IP related work in various fields and their profiles:</p> <ol style="list-style-type: none"> <li>1. Name of the Professional</li> <li>2. Qualification</li> <li>3. Area of expertise</li> <li>4. Experience(No. of years)</li> <li>5. Number of cases held</li> </ol> <p>(Specify whether it is for Patent, Copyright, Industrial Design, IC Layout Design or any other purpose. Separate Sheet may be attached for point No. 13.</p>	
15.	Any other important information such as ITR/Annual returns of last 3 financial years.	
16.	Non Blacklisting of Supplier as per <b>Annexure-I</b>	
17.	Price reasonability declaration as per <b>Annexure-II</b>	
18.	Declaration of Local Content as per <b>Annexure-III</b>	

#### IV Earnest Money Deposit (EMD):

All the bidders have to submit a Demand Draft of **Rs.10,000.00 (Rupees ten thousand only)** in favor of Registrar, MNIT Jaipur made payable at Jaipur towards EMD along with their technical bid document. No interest will be paid on the EMD. Any bid / tender, which is not accompanied by the EMD, shall be summarily rejected. The EMD of unsuccessful tenders will be returned after the tender is decided or expiry of validity of the tender whichever is earlier.

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name:

MALVIYA NATIONAL INSTITUTE OF TECHNOLOGY

Account No. 676805000011

IFSC Code ICIC0006768

Bank Name ICICI BANK LTD

Branch address MNIT BRANCH.

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

#### V. Bid evaluation Methodology for Empanelment of Intellectual Property (IP) firms

1. Two bids shall be submitted in two different sealed covers i.e., Technical and Financial. Documentary evidence for each of the parameter has to be enclosed.
2. The QCBS method will be applied for evaluation.
3. The financial bid of the IP firm / bidder will be considered for opening only if the firm complies technically.

#### VI. Technical Evaluation process:

The technical bid will be evaluated by a Committee duly constituted by the competent authority of MNIT, Jaipur. The evaluation will be done on the basis of QCBS method as mentioned in the bid. The weightage of Technical and Financial evaluation will be 70:30 respectively. The prequalified bid will be evaluated for the Technical Competence of the IP Firm based on the Technical Criteria Weight age as shown at the Table 2 below.

Sr. No.	Criteria	Maximum Weightage	Minimum Qualifying Score	Weightage Score
	<b>Technical Criteria</b>	<b>100</b>		
(1.1)	Number of Indian IP Applications Filed in the last Five years	40	20	0 – 99: 0 100 – 150: 20 151 – 200: 30 201 & above: 40
(1.2)	a) Number of Indian Patent Applications Granted in the last Five years	30	15	0 – 14: 0 15 – 20: 15 21 – 25: 20 26 & above: 30
	b) Number of copyrights, Trademarks, Designs granted in the last Five years	20	10	0 – 49: 0 50 -75: 10 76 -100: 15 101 & above: 20
(1.3)	Number of Reference Letters from reputed R&D-based clients (IITs, NITs, CFTIs, National level R&D Laboratories)	10	5	0 – 4: 0 5 -8 : 5 9 and above : 10
	<b>Total</b>	<b>100</b>	<b>50</b>	

**Documentary proof for each technical criteria mentioned above are mandatory to be submitted by the bidder.**



## VII. Financial Evaluation

As mentioned in the tender document, the final evaluation of the tender will be done using the Quality and Cost Based Selection (QCBS) method and 30% weightage for Financial Score. Financial bid is to be submitted the BOQ format given in this tender document. The Financial cost will be total of Activities A to Q for one unit. The firm obtaining highest score on the basis of QCBS method will be empaneled.

## VIII. Payment Terms

Sl. No.	Clause	Sub-Clause
1.	Fee Structure	(i) Provide a comprehensive breakdown of fees for Table 3 covering all entries across every Serial number. This should encompass the Bidder's Services fee, any applicable GST, and the aggregate amount payable to the Seller.
		(ii) The relevant government fees, as determined from the time to time, will initially covered by the selected bidder and then reimbursed by the buyer
		(iii) Payment will be disbursed for each activity after completion of activity.
		(iv) GST and any other relevant taxes will be applied to each payment made by the buyer.
		(v) Payment will be processed within ten working days following the date of confirmation.
2.	Payment Schedule	Invoices to be issued on completion of predetermined milestones.
3.	Payment Methods	Acceptable payment methods (e.g., bank transfer, cheque, online payment platforms). Details of payment transactions (e. g., bank account information).

## IX. Service Level Agreement (SLA):

SLA Component	Description
1. Services Availability	Consultancy services are available during standard business hours (9 AM to 5 PM, Monday to Saturday) for inquiries and requests Service availability may be extended to additional days as needed based on work urgency.
2. Response Time	Acknowledgment of client communications (such as emails and phone calls) will occur within one business day. The initial review or evaluation of new IP matters will be completed within a maximum of 90 days following receipt.
3. Filing Deadlines	Dedication to adhering to both legal and client-defined timelines for IP submissions extends up to a maximum of one year, varying by the type of filing. For expedited filings, an additional payment plan will be relayed to the buyer.
4. Communications	Updates on the status of ongoing IP issues should be provided via email updates, online dashboards, or similar methods.
5. Quality assurance	Ensure accuracy and completeness of IP searches, statistics enabled research, application preparation, and filings.
6. Confidentiality	All client information and IP matters must be handled with strict confidentiality.
7. Dispute Resolution	Any disputes or issues related to service dissatisfaction will be resolved within the jurisdiction of Jaipur Rajasthan.
8. Termination clauses	Either party may terminate the supplementary services provided, given a notice period of 30 days.

#### **X Information and Instructions for Firm**

1. References, information, and certificates from reputed R&D-based clients (IITs, NITs, CFTIs, National level R&D Laboratories) with whom the firm has been working, for the last five years, certifying the suitability and capability of the applicant are to be uploaded.
2. The firm should provide a detailed timelines for each activity.
3. All the information regarding human resources, clients, and patent filings should be given about the firm based in India. Information provided based on associates and sister concerns in Indian and abroad shall not be taken into account.
4. The firm should submit the required documents in support of their suitability, technical know-how, and capability for having successfully completed the assignments.

#### **XI Other terms and conditions**

1. All Government fee of patent office for all steps of filing Indian patent application including provisional application filing fee, complete application filing fee, early publication fee, request for examination fee / expedite examination fee, name inclusion of inventor fee, fee for mentioning of inventors names on grant certificate, hearing notice fee, patent maintenance fee, assignment change fee paid, fee for any corrections and any other fee paid to patent office of Government of India will be paid as per actual to your firm and payment will be Part-wise as mentioned
2. Being highly intellect technical/professional service, No exemption or preference is to be given to MSE/Startup firms except emd exemption.
3. The selected bidder has to take care of existing and/or ongoing patent filling, FER., renewal of the patent as per rate quoted.
4. The empanelled firm has to sign a notarized Contract agreement as well as Non- disclosure agreement with institute on Rs. 500 stamp paper each in the format mentioned in Annexure -IV and Annexure-V respectively.

#### **XII. Dispute Resolution**

1. Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion by the authorized representatives of both the parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Director MNIT Jaipur.
2. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by the Arbitration and Conciliation Act 1996 as amended from time to time and rules formed thereunder.
3. The cost of Arbitration shall be borne by the respective parties. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Jaipur only.

**<< Organization Letter Head >>**  
**DECLARATION SHEET**

We, \_\_\_\_\_ hereby certify that all the information and data furnished by our organization with regard to these tender specifications are true and complete to the best of our knowledge. I have gone through the specifications, conditions and stipulations in details and agree to comply with the requirements and intent of specification.

This is certified that our organization has been authorized (Copy attached) by the OEM to participate in Tender. We further certify that our organization meets all the conditions of eligibility criteria laid down in this tender document. Moreover, OEM has agreed to support on regular basis with technology / product updates and extend support for the warranty.

We, further specifically certify that our organization has not been Black Listed/De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years.

The prices quoted in the financial bids are subsidized due to academic discount given to MNIT Jaipur and the rates quoted are not more than those quoted to any other Institution in India or abroad during the last one year.

NAME & ADDRESS OF THE Vendor/ Manufacturer / Agent	
Phone	
Fax	
E-mail	
Contact Person Name	
Mobile Number	
GST number	
PAN Number	
(In case of on-line payment of EMD) UTR No. (For EMD)	

**(Signature of the Tenderer)**

**Name:**

**Seal of the Company**

**PRICE REASONABILITY CERTIFICATE**

(to be submitted on firm's letterhead)

This is to certify that we have offered the maximum possible discount to you in our Quotation No. .... Dated ..... for (Currency) ..... We would like to certify that the quoted price are the minimum and we have not quoted the same item on lesser rates, than those being offered to MNIT Jaipur, to any other customer nor will do so till the validity of offer or execution of purchase order, whichever is later.

**Signature of Tenderer**

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Organization**

**Name: Contact**

**No.:** \_\_\_\_\_

**DECLARATION OF LOCAL CONTENT****[For Local Content of Products, Services or Works]**

(To be given on Company Letter Head – For tender value below Rs.10 Crores)

(To be given by Statutory Auditor/Cost Auditor/Cost Accountant/CA for tender value above Rs.10 Crores)

To,  
The Registrar MNIT Jaipur

Subject: Declaration of Local Content

Tender reference No. \_\_\_\_\_

1. Country of Origin of Goods being offered: \_\_\_\_\_
2. With reference to Order No. P- 45021/2/2017-PP(BE-II)-Part (4) Vol.II dated 19-07-2024 read with O. M. No. P- 45021/102/2019-BE-II-Part (1) (E-50310) dt. 04/03/2021 of DPIIT, Ministry of Commerce and Industry, Govt. of India, we fall under the following category of supplier (please tick the correct category) for the items for which this tender has been floated and being bided.
  - Class I local supplier – has local content  $\geq$  50%. Local contents added at \_\_\_\_\_ (name of location).
  - Class II local supplier – has local content  $\geq$  20% but  $<$  50%. Local contents added at \_\_\_\_\_ (name of location).
  - Non-local supplier – has local content  $<$  20%. Local contents added at \_\_\_\_\_ (name of location).
3. Details of value addition in India:

Sr. No.	Particulars	Content (In percentage)
1	Addition of indigenous items (manufactured in India ) inclusive of taxes	
2	Addition of Locally sourced imported items inclusive of taxes	
3	License/Royalty paid/Technical expertise etc.	

4. Certificate from OEM for Country of Origin has been attached (mandatory if bidder is reseller) (Strike down if not applicable).
5. We are solely responsible for the above mentioned declaration in respect of category of supplier. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which we may be debarred for up to 2 years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

**Signature of Bidder Name:**  
**Designation: Organization Name:**  
**Contact No.:**

**CONTRACT AGREEMENT NO..... DATED .....**

THIS AGREEMENT is made on ..... between **Registrar Malaviya National Institute of Technology Jaipur** (hereinafter referred to as “Client” which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at MNIT JLN Marg Jaipur of the One Part,

**AND**

**M/s.....** having its registered office at.....(Hereinafter referred to as “the Service Provider”) which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing IP services to the Client.

NOW THIS AGREEMENT WITNESSTH as follows:

- I. **WHEREAS** the Client invited bids through CPP Portal, vide Notice Inviting for “**Empanelment of Interlectual Property (IP) Firms by Malaviya National Institute of Technology Jaipur** under Bid Document No. ....dated.....AND **WHEREAS** the Service Provider submitted his bid vide in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client
- II. **AND WHEREAS** the Client has selected **M/s.....**as the successful bidder (“theService Provider”) pursuant to the bidding process and negotiation of contract prices, awarded the **Letter of Acceptance (LoA) No. ....**, to the Service Provider on dated .....
- III. **AND WHEREAS** the Client desires that the IP services (as defined in the Bidding Document) be provided, performed, executed and completed by the Service Provider, and wishes to appoint the Service Provider for carrying out such services.
- IV. **AND WHEREAS** the Service Provider acknowledges that the Client shall enter into contracts with other Service Providers / parties for the IP services in case the Service Provider falls into breach of the terms and conditions as stipulated in the Bid Document and shall waive its claim whatsoever in this regard.
- V. **AND WHEREAS** the terms and conditions of this Contract have been fully negotiated between the Client and the Service Provider as parties of competent capacity and equal standing.
- VII **AND WHEREAS** the Service Provider has fully read, understood and shall abide by all the terms and conditions as stipulated in the Bid Documents for providing IP services to the Client, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

VIII **AND WHEREAS** the Service Provider shall be responsible for payment of GST. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of GST Charged in the said bill

VIII. **AND WHEREAS** the Client and the Service Provider agree as follows:

1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (a) The Letter of Acceptance (LoA) issued by the Client.
  - (b) The complete Bid, as submitted by the Service Provider.
  - (c) The Addenda, if any, issued by the Client.
  - (d) Non-disclosure Agreement
  - (e) Supplementary Agreements executed from time to time.
3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed to by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.
4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

VII. **IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Service Provider

Signed on  
Behalf of **Malaviya**  
**National Institute of**  
**Technology Jaipur**

**(Authorised Signatory)**  
**Signatory)**

**(Authorised**

Witness:

Witness:

1.

**(MUTUAL NON-DISCLOSURE AGREEMENT)**

This **MUTUAL NON-DISCLOSURE AGREEMENT** (“Agreement”), by and between M/s ..... having their offices at “.....”; (hereinafter referred to as the ‘**Firm or Receiving Party**’, which expression, where the context admit, shall include his/her heirs, executors and administrators) of the One Part;

AND

M/s. Malaviya National Institute of Technology (MNIT) Jaipur, a legal entity having its address at “Jawahar Lal Nehru Marg, Malaviya Nagar, Jaipur, Rajasthan-302017, India” (hereinafter referred to as ‘**MNIT JAIPUR or Disclosing Party**’ which expression shall mean and include unless repugnant to the context or meaning thereof, its successors and assigns) of the Other Part.

Whereas it involves the transfer of confidential information by 'DISCLOSING PARTY' to the “RECEIVING PARTY” to the Main Agreement and whereas the Disclosing party is the owner of such information is holding Intellectual Property Right therein, having acquired the same by legal means and as such is entitled to protection of such rights and Whereas the Receiving party is under an obligation to ensure of such international protection and now this Agreement witnesses and the parties hereto agree to the terms and conditions stated hereunder:-

1. The Scope of this Agreement is the Intellectual Property protection of the disclosure by the Disclosing Party to the Receiving party as in confidential information.

## **2. CONFIDENTIAL INFORMATION**

“Confidential Information” means any technical or business information (including, without limitation, discoveries, ideas, inventions, concepts, software, equipment, designs, drawings, specifications, techniques, processes, systems, models, data, source code, object code, documentation, diagrams, schematics, samples, prototype, flow charts, research, development, business plans or opportunities, products, projects or products under consideration, procedures, and information related to finances, marketing, sales, manufacturing, strategies, costs, prices, suppliers, vendors, customers and employees) and also include any text, drawings, graphics, designs, plans, figures, documents, paper books, plans, sketches, formulae, accounts, records, photographs, slides, floppies, discs or any form of modern information in words and or figures including compilation of data, facts, queries, statements or correspondence or any other forms which is disclosed or provided by the Disclosing Party in connection with the Purpose whether on or after the date hereof, directly or indirectly, in writing, orally, by access or by inspection or delivery of tangible objects, to the Receiving Party or any of its employees or agents and which (a) if disclosed in writing, in a drawing or in any other tangible form, is clearly marked or designated as confidential, proprietary or another similar legend at the time of disclosure, or (b) if disclosed orally, visually or in any other intangible form, is orally identified as being confidential at the time of disclosure and confirmed in writing by the Disclosing Party within thirty (30) days following the disclosure thereof by submitting a letter summarizing such Confidential Information and manifesting its confidentiality to the Receiving Party.



“Confidential Information” also includes Confidential or confidential information of any third party who may disclose such information to each of the Disclosing Party and Receiving Party in the usual course of business or in furtherance of business arrangement between the parties.

In reliance upon this Agreement, each of the parties (acting as a "Disclosing Party") may disclose to the other (acting as a "Receiving Party") Confidential Information of the Disclosing Party.

“Disclosing Party” means the party disclosing Confidential Information to the other party pursuant to this Agreement.

“Receiving Party” means the party receiving the Confidential Information from the other pursuant to this Agreement.

### **3. NON-USE AND NON-DISCLOSURE**

The Receiving Party agrees that it will hold in strict confidence and not use the Confidential Information of the Disclosing Party for its own use or for any purpose other than the Purpose which is described in the agreement.

The Receiving Party agrees that it will not disclose the Confidential Information of the Disclosing Party to any third parties or to any of its employees, except to those employees of the Receiving Party who have a reasonable need to know such Confidential Information for the Purpose and who have signed a non-use and non-disclosure agreement containing confidentiality terms at least as restrictive as those herein or who have agreed upon corporate confidentiality rules in content similar to the provisions hereof.

### **4. MAINTENANCE OF CONFIDENTIALITY**

The Receiving Party agree that it shall protect the confidentiality of, and take all necessary and reasonable steps to prevent the unauthorized use, disclosure, dissemination or publication of, the Confidential Information of the Disclosing Party to prevent it from falling into the public domain or the possession of unauthorized persons. To that end, the Receiving Party shall exercise the same degree of care in preventing the disclosure of the Confidential Information as it does in protecting its own Confidential Information of similar nature, but no less than a reasonable standard of care. The Receiving Party agrees to notify the Disclosing Party in writing of any misuse or misappropriation of the Confidential Information which may come to the Receiving Party's attention within a reasonable time.

The Receiving Party shall not alter, decompile, disassemble, reverse engineer, or otherwise modify any Confidential Information or any intangible or tangible objects that embody the Disclosing Party's Confidential Information received hereunder unless the Disclosing Party provides written approval and shall not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of Confidential Information it obtains from the Disclosing Party.

## **5. DUPLICATION AND RETURN OF CONFIDENTIAL INFORMATION**

Receiving Party shall not make any additional copies of Confidential Information without the express written consent of the disclosing party.

All document and other tangible objects containing or representing Confidential Information which have been disclosed by the Disclosing Party to the Receiving Party, and all copies thereof which are in the possession of the Receiving Party, shall remain the property of the Disclosing Party and shall be returned or destroyed within ten (10) days after the Disclosing Party's written request or the expiration or termination of this Agreement. In the event of such destruction, the Receiving Party shall certify to such destruction in writing.

The disclosure of proprietary information shall not be construed to grant the Receiving party a license of any type of any technology, patents, patent applications, trade secrets, copyrights, know-how, or trademarks owned or controlled by the Disclosing party.

## **6. INDEPENDENT DEVELOPMENT AND RESIDUALS.**

The terms of confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire products without use of the other party's Confidential Information. The Disclosing Party acknowledges that the Receiving Party may currently or in the future be developing information internally or receiving information from other parties, that is similar to the Confidential Information. Nothing in this Agreement will be construed as a representation or agreement that the Receiving Party will not develop or have developed for its products, programs, concepts, systems or techniques that are similar to or compete with the products, programs, concepts, systems or techniques contemplated by or embodied in the Confidential Information, provided the Receiving Party does not violate any of these obligations under this Agreement in connection with such development. Either party is free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by persons who have had access to the Confidential Information, including ideas, concepts, know-how or techniques contained in the Confidential Information. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals.

## **7. EXCLUSIONS**

A Receiving Party's obligations hereunder shall not apply to any portion of a Disclosing Party's Confidential Information:

- a) which was rightfully known to the Receiving Party or which was rightfully in the Receiving Party's possession prior to its receipt from the Disclosing Party;
- b) which was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party;
- c) which was lawfully received by the Receiving Party from a third party who is or was not bound in any confidential relationship with the Disclosing Party;

- d) disclosure of which is necessary to comply with law or the valid order or requirement of a governmental agency or court of competent jurisdiction;
- e) Which was independently developed by the Receiving Party without the use of or reference to the Disclosing Party's Confidential Information as shown by documents and other competent evidence in the Receiving Party's possession.

## **8. JUDICIAL / GOVERNMENTAL DISCLOSURE**

If the Receiving Party becomes legally obligated to disclose Confidential Information by law or order of any court or governmental entity with jurisdiction over it, the Receiving Party may disclose the Confidential Information but prior to such disclosure, shall give the Disclosing Party prompt written notice of such obligations sufficient to allow the Disclosing Party the opportunity to pursue its legal and equitable remedies regarding such potential disclosure. The Receiving Party agrees to: (a) assert the confidential nature of the Confidential Information to the governmental entities; (b) disclose only such information as is required to be disclosed by law or order; (c) use its commercially reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed; and (d) provide reasonable assistance to the Disclosing Party in obtaining an order protecting such disclosure.

## **9. DISCLAIMERS**

- a) No Warranty: ALL CONFIDENTIAL INFORMATION EXCHANGED HEREUNDER IS PROVIDED "AS IS". NOTHING CONTAINED IN THIS AGREEMENT OR IN ANY CONFIDENTIAL INFORMATION SHALL CONSTITUTE ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF ANY PATENT, COPYRIGHT OR OTHER THIRD-PARTY INTELLECTUAL PROPERTY RIGHT. NO WARRANTY IS MADE, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, COMPLETENESS, OR PERFORMANCE OF CONFIDENTIAL INFORMATION.
- b) No Obligation: This Agreement is not intended to create a joint venture, partnership or other form of business association between the parties. Neither party has an obligation under this Agreement to (a) disclose any Confidential Information to the other party; (b) enter into any other contractual relationship with the other party; (c) purchase any product or service from the other party; or (d) offer for sale products using or incorporating the Confidential Information disclosed, and each party reserves the right, in its sole discretion to terminate the discussion contemplated by this Agreement concerning the business relationship.
- c) No Waiver: No delay or omission by the Disclosing Party in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by either party to this Agreement on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.
- d) No License: Nothing contained in this Agreement is intended to grant any license or right to either party directly or by implication under any patent, copyright, or other intellectual property right of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set

forth herein. All Confidential Information is and shall remain the property of the Disclosing Party at all times.

#### **10. EXPORT CONTROL**

If any official approval is required by a government authority to export or re-export Confidential Information, such export is subject to that approval. Both parties shall obtain the necessary approval and comply in all respects with applicable laws, regulations and court orders, including but not limited to laws and regulations on export control, in either party's country or other applicable countries.

#### **11. REMEDIES**

Each party agrees that its obligations hereunder are necessary and reasonable in order to protect the other party and the other party's business and expressly agrees that monetary damages would be inadequate to compensate the other party for any breach of any covenant or agreement set forth herein. Accordingly, each party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the other party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other party shall be entitled to obtain injunctive relief against the threatened breach of this agreement or continuation of any such breach, without the necessity of proving actual damages.

#### **12. TERM**

This Agreement shall commence on the Effective Date and shall continue for a period of One (1) year(s). This Agreement may be terminated by either party at any time upon thirty (30) days prior written notice to the other party. The obligations of each Receiving Party hereunder shall survive during the term of this Agreement and for a period Three (3) years from the expiration or termination of this Agreement.

#### **13. ASSIGNMENT**

This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto, but neither of the parties hereto shall assign this Agreement without the prior written consent of the other party and any assignment in violation of this Agreement shall be void.

#### **14. WAIVER**

All waivers hereunder shall be made in writing, and the failure of any party at any time to require the other party's performance of any obligations under this Agreement shall not affect the right subsequently to require performance of the obligation. Any waiver of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision or a waiver or modification of the provision.

#### **15. SEVERABILITY**

If any of the provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall deemed to be limited or

eliminated to the minimum extent necessary so that the remaining portion of the Agreement shall otherwise remain in full force and effect and enforceable as it was in force like originally made.

## **16. GOVERNING LAW**

- a. This Agreement shall be governed and construed in accordance with the laws of India. Any legal action or proceeding relating to this Agreement shall be instituted in the courts in Jaipur. If any dispute arises between the parties with respect to the matters covered by this Agreement which leads to a proceeding to resolve such dispute, the prevailing party in such proceedings shall be entitled to receive such party's reasonable attorney's fees, expert witness fees and out-of-pocket costs incurred in connection with such proceedings, in addition to any other relief to which such prevailing party may be entitled.
- b. **Arbitration.** In case any disputes are not settled amicably then all such disputes shall be finally settled by a sole arbitrator appointed by the Parties, in accordance with the (Indian) Arbitration and Conciliation Act, 1996. The award of the sole arbitrator shall be a reasoned award and shall be final and binding on the Parties. The venue of arbitration proceedings shall be Jaipur, Rajasthan, India. The arbitration proceedings shall be conducted and the award shall be stated in English language.

## **17. COUNTERPARTS**

This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

## **18. MODIFICATION**

No modification or waiver of any of the provisions of this Agreement shall be in force and effect unless in writing and signed by the parties hereto.

## **19. HEADINGS**

The article or section headings are included for purposes of convenience only and do not affect the construction of any provision of this Agreement.

**In Witness Whereof**, the parties have caused this Agreement to be duly executed by their authorized representatives as of the day and year first above written.

<p>.....</p>	<p><b>MNIT JAIPUR</b></p>
<p>By:.....</p> <p>Name:.....</p> <p>Title:.....</p> <p>Date.....</p> <p>Witness:</p> <p>Signature.....</p> <p>Name:.....</p> <p>Date.....</p> <p>Witness:</p> <p>Signature.....</p> <p>Name:.....</p> <p>Date.....</p>	<p>By: .....</p> <p>Name: .....</p> <p>Title:</p> <p>Date.....</p> <p>Witness:</p> <p>Signature.....</p> <p>Name:.....</p> <p>Date.....</p> <p>Witness:</p> <p>Signature.....</p> <p>Name:.....</p> <p>Date.....</p>