

**Request for Empanelment of Intellectual property (IP), Technology Transfer (TT),
Legal, Finance and Company Secretary (CS) in practice firms for Biotechnology
Industry Research Assistance Company (BIRAC), A Government of India
Enterprise**

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Disclaimer: This RFE is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFE is to provide interested parties with information that may be useful to them in the formulation of their Applications pursuant to this RFE. This RFE includes statements, which reflect various assumptions and assessments arrived at in relation to the Consultancy that may not be accurate. The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFE.

CHAPTER I- Instruction to Bidders

A. Invitation Related Information

1. Background

The BIRAC has been set up with a vision to stimulate, foster and enhance the strategic research and innovation capabilities of the Indian biotech industry particularly SME's, to make India globally competitive in biotech innovation and entrepreneurship and to create affordable products and services. Taking into consideration the complex needs in furtherance of its mandate, BIRAC is in the process of empanelment of Indian, technically competent, experienced and financially sound Firms in the domain of Intellectual Property (IP), Technology Transfer (TT), Legal, Finance and Company Secretary (CS) in practice firms at its Corporate Office in New Delhi. The services of IP Firms will be mainly utilized for aspects of IP Management. The services of TT Firms will mainly be utilized in the areas of technology transfer and technology acquisition services at National and International level. The services of Law Firms will be mainly utilized in the areas of Corporate Laws, Litigation, Regulatory affairs etc. The services of financial expert will be mainly utilized in areas of financial status evaluation, financial due-diligence, examination of accounts, audit, budget, insurance, charge creation through hypothecation and/ or bank Guarantee, transaction advice etc. The service of Company Secretary in practice firms will be mainly utilized for statutory filings of the company as per ROC requirement. BIRAC has decided to empanel such eligible firms for a period of 03 (three) years extendable further for a period of 02 (two) years on mutually agreed terms and conditions, who would render assistance in realizing the objectives as stated above from time to time. The selection will be through a competitive bidding process.

2. Scope of Work (SoW)

(A) The Scope of Work for IP Firms

- i. IP Management including examination, drafting, filing, prosecution, litigation, maintenance of Intellectual Property in India and Abroad in areas related to Drug/Pharmaceutical, Chemical, Biological, Agriculture and Medical Devices
- ii. Patent Searches such as Patentability search, FTO, Patent Landscape, Invalidity/Validity and State of the Art Search
- iii. Aspects such as opposition, revocation and restoration of IP and any other proceedings under the relevant IP Acts and other IP management matters in India and Abroad.
- iv. Handling foreign patent applications/Patents for registering/securing IP
- v. Representing before the Appellate Board in India, miscellaneous actions under the relevant act and any other proceeding in India
- vi. IP Audit, valuation, licensing, commercialization strategy and opinion/advice related to IP matters

- vii. Other broad activities and sub-activities are provided as Annexure-E which may be considered on reference basis; however, these sub-activities are indicative.
- viii. Acceptance to BIRAC Rate card (Annexure- E) for professional fee for services rendered

(B) The Scope of Work for TT Firms

- i. Technology identification
- ii. Technology Evaluation & demand selection
- iii. Technology Valuation and Costing
- iv. Technology Market analysis
- v. Commercialization exploitation strategy
- vi. Tracking/ scouting emerging technologies
- vii. Tracking/ scouting of Industrial Partner/Companies for licensing
- viii. Technology/knowledge Management in Biotechnology
- ix. Technology acquisition
- x. Negotiation & contracting for Technology Transfer
- xi. Post-Licensing Monitoring
- xii. Report Preparation
- xiii. Any other related referrals of BIRAC

(C) The Scope of Work for Law Firms

- i. Providing legal opinion on issues referred to by BIRAC.
- ii. Rendering services and providing opinion as and when referred on matters related to corporate affairs, regulatory aspects, techno-legal issues etc.
- iii. Rendering services and providing opinion as and when referred on matters related to collateral/security/charge/guarantee, alternate dispute resolution, debt recovery etc.
- iv. Providing opinions and handling of cases under NCLT / IBC/ 138 NI Act
- v. Notices and other legal queries addressed to/issued by BIRAC as and when referred.
- vi. Representing BIRAC before any Court of Law or Tribunal or statutory body under the relevant act and any other proceeding anywhere in India as and when referred
- vii. Conducting legal due diligence as and when referred.
- viii. Providing advice related to Legal matters of the Company in Indian and International Perspective as and when referred.
- ix. Other related jobs

(D) The Scope of Work for Finance Firms

- i. Providing financial opinion and conducting financial due diligence on issues referred to by BIRAC.
- ii. Rendering services as and when referred on matters related to company's eligibility, compliances, who applies for financial assistance as per the criteria defined in the scheme.
- iii. Rendering services and providing opinion as and when referred on matters related to collateral/security/charge/guarantee, debt recovery etc.
- iv. Examining the financial status of the entity through site visit and based on the financial records including balance Sheet, breakup of turnover, debt instruments/ bank lines, auditor's report & notes to the accounts and state of company's assets: mortgaged / hypothecated before the sanction of funding and after.
- v. Checking the sources of finance for fund recipient's contribution for the project.
- vi. Ensuring proper execution of the Deed of Hypothecation, Bank Guarantee, adequacy of their validity and enforceability of security cover i.e. registration of charge with ROC and exchange of *pari passu* letters / NOC from other charge holders of the secured assets etc. enforceability of security cover i.e. registration of charge with ROC and exchange of *pari passu* letters / NOC from other charge holders of the secured assets etc.
- vii. Checking the R & D expenditure of the fund applicant incurred over last 3 years and preliminary predictability of business through revenue recognition especially in case of start-ups.
- viii. Check the SOE from the books of accounts, no lien account maintained and audit Utilization certificate.
- ix. Assessing if the borrower has properly insured all the assets hypothecated or otherwise acquired through the grant-in-aid / loan and the insurance policies have been endorsed to the lender
- x. In case of payment of royalty, to work out the correct amount due and penalty payable if any based on the 'Net Sales' sales of the Product by the Company/ its licensee/ its sub-licencee excluding excise duty and sales tax, as certified by the Chartered Accountant.
- xi. In case of foreclosure of the project, confirm determine refund of funds as per the foreclosure clause of the funding agreement.
- xii. Considering any other relevant aspect for effective monitoring and review of funded projects by BIRAC.
- xiii. Undertaking recovery visits for collection of loan overdue, analyse proposal for One time settlement, reschedulement.
- xiv. Handling queries raised by audit party of Accountant General /CAG India/and Tax authorities related to funding schemes.
- xv. Maintaining proper working papers and submit prompt financial reports to BIRAC in connection to the tasks as given above as per the time line prescribed by BIRAC
- xvi. Any other work relating to finance and account of BIRAC.
- xvii. Acceptance to BIRAC Rate card (Annexure H) for professional fee for services rendered

(E) The Scope of Work for CS in practice Firms

- i. Preparation, Pre certification and uploading of forms at MCA portal under the Companies Act.
- ii. Corporate Governance Compliance certificate as per DPE Guidelines.
- iii. Inspection of Documents at MCA Website.
- iv. Drafting and Vetting of various secretarial and legal documents.
- v. Updation and maintenance of Secretarial Records.
- vi. Professional Opinion on Company Law Matters.
- vii. Guidance for Corporate law compliances and all the rules and guidelines applicable thereunder.
- viii. Reserve Bank of India Compliances.
- ix. MCA permissions and approvals required under the specific provisions of Companies Act.
- x. Any other secretarial service.

A. Standard Information

1. All communications including the submission of one original RFE in sealed envelopes should be addressed to the office of **Biotechnology Industry Research Assistance Council “BIRAC”**, A Government of India Enterprise, at 1st Floor , MTNL Building,9, CGO Complex, Lodhi Road, New Delhi-110003 with caption as “Request for Empanelment- IP/TT/Legal/Finance/CS in practice Firms” on the envelope. Only the relevant category of the Firm should be mentioned. One electronic copy has be submitted to the mail ID birac.dbt@nic.in.
2. Offer in the Bids shall remain valid for till a period of 90 days from the last date of submission of the RFEs. The eligible firms shall respond to the invitation of the RFE by submitting their technical capacity and all the required documents in prescribed formats.
3. **Required Bid Format**-The bid must contain the following:
 - A Covering letter
 - Eligibility and Technical particulars
 - Power of Attorney in the format provided
 - Other supporting documents to substantiate the statements of the Bidder wherever necessary.
 - Undertaking that they have read all the fee/charges for the services and they are acceptable to the proponent.
4. **Discretion of the BIRAC**
 - I. During technical evaluation of the Bids, BIRAC may, at its discretion, ask bidders for clarification on their bid. The bidders are required to respond within the time frame prescribed by BIRAC.
 - II. The BIRAC reserves the right to reject all the RFEs for the proposed Consultancy assignment without assigning any reason whatsoever.
 - III. **The BIRAC also reserves the right to reject any bid if:**
 - **It is not in the given format**
 - **At any time, a material misrepresentation is made or uncovered, or**
 - **The agency/ firm/entity does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the bid.**

Chapter - 2- Conditions of Contract

1. Letter of Award (LOA)

On acceptance of Bid for awarding the contract, BIRAC will issue a Letter of Award “LOA” to the successful Respondents in writing that their bids have been accepted by BIRAC and such successful Respondents will need to sign a “Service and Confidentiality Agreement”. After signing of the Agreement, no variation in or modification of any of the terms of the Agreement shall be made except by written amendment signed by the parties. The terms and conditions of the agreement are appended here in as [Annexure-A](#).

2. Assignment of the tasks

BIRAC reserves the right to assign the tasks to any of the empaneled Firms based on

- Roster Method for execution of standard tasks.
- Limited Invitation in case of Techno-incentive tasks.
- Cost based selection on case to case basis.
- Specific Domain expertise as projected/updated by the firm.

BIRAC also reserves the right to award work to any agency, not necessarily empaneled with BIRAC.

3. Governing terms and conditions

The selection and engagement of the firm shall be governed by the Request for Empanelment (RFE) and the empanelment shall be governed by the terms and conditions of the “Service and Confidentiality Agreement”. In addition Law Firms will also be governed by the additional conditions listed at Annexure-G .The cost for preparing the response to RFE including visits by the bidders is not reimbursable. Chapter 6 provides further details regarding Service and Confidentiality agreement and format thereto.

Chapter - 3- Schedule of Requirements

1. Essential Eligibility Criteria

The firms should fulfill the following criteria and should produce documentary evidences wherever applicable including the experience projected:

- i. Firms should be a legal entity registered under statutes of India
- ii. Firms should have an established office in Delhi/NCR.
- iii. Firms should be of good standing with minimum experience of 05 years in dealing with domain related issues.
- iv. Firms should have been on the panel of at least 01 (one) Government Enterprises/PSUs.
- v. Firms must have the requisite infrastructure and in-house capability.
- vi. The firm should not have registered any loss during any of the last 3 years (2014-15 2015-16 and 2016-2017)
- vii. Firms should not have been blacklisted by any Central /State Government / Public Sector Undertaking, Govt. of India.
- viii. Firms should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this Request for Empanelment and in the execution of agreement.

1.a. Essential Eligibility Criteria for Finance firms in addition to clause no. 3 above

- (i) It must have the requisite infrastructure and in-house capability with at least two Promoters/ Directors/ Partners as professionals viz, Lawyers, Chartered Accountants and/ or Company Secretary.
- (ii) It should possess professional expertise especially in handling Accounts, Audit, Budget and Financial matters, PPP Projects and well versed with the General Financial Rules (GFR) and procedures of the Government Establishments.

1(b). Essential Eligibility Criteria for CS in practice firms in addition to clause no. 3 above

- (i) In-house capability should reflect with at least one Practicing Company Secretary either as an Proprietor/Partner /LLP having an FCS (Fellow Company Secretary) and having valid certificate to practice from Institute of Company Secretaries of India (ICSI) which is renewed every year .
- (ii) There must be at least one Associate Company Secretary (ACS) having valid certificate of Practice .

2. Expected expertise/inputs

- Understanding of the Scope of Work(SoW)
- Domain specific experience in each of the areas relevant to SoW
- Adequate in-house capacity to meet the requirements of SoW
- Dedicated BIRAC Co-ordinator to handle referrals

Bids should include the details mentioned in the format which may be downloaded from the BIRAC website- <http://www.birac.nic.in>. Eligible firms are invited to send their bids in sealed envelopes super scribed with “Request for Empanelment- IP/TT/Legal/Finance/CS in practice Firms” -Only the relevant category of the Firm should be mentioned **before 14.00 hrs. of 24th October 2017 at the address stated below:**

**Biotechnology Industry Research Assistance Council “BIRAC”,
A Government of India Enterprise,
1st Floor , MTNL Building,9, CGO Complex,
Lodhi Road, New Delhi-110003
E-mail address:adm1.birac@nic.in
Phone:+91-11-24389600; Fax:=91-11-24389611**

3. Schedule of the events

No.	Event Description	Estimated Date
1.	Last date for receiving the RFE	24 th October 2017 at 14.00 hrs
2.	Opening of bids	24 th October 2017 at 15.00 hrs
3.	Presentation	Will be announced later
4.	Letter of Award (LOA)	Will be announced later

Disclaimer: The above schedule would generally be adhered to. Any change will be communicated.

CHAPTER -4- Specifications and Allied Technical Details**1.Evaluation of the responses to RFEs:**

S. No.	Criteria	Weightage (Total 100%)
1.	Technical Capacity Criteria	60%
	<ul style="list-style-type: none"> • Past experience in carrying out assignments in related sectors & assignments of similar nature • In house Manpower Structure & Professional Competence of the team members • Nature of assignment carried out during its presence on the panel of Government Enterprises/PSUs. • Organizational/ Firms Policies on data protection, confidentiality & Conflict of Interest • Presence of Regional Offices in India 	20% 10% 10% 10% 10%
2.	Presentation	40%

The Bids shall be opened on 24th October 2017 at 1500 hrs and the scores will be given as per the above criteria. High scoring Bids up to fifteen (15) in each domain (number may be less than fifteen but not exceeding fifteen) based on the technical capacity criteria shall be shortlisted.

The shortlisted bidders will be called for a brief interaction cum presentation before a committee. Each of such session will be of 20 minutes duration. The venue of interaction cum presentation will be the office of BIRAC.

During interaction/ presentation, the shortlisted bidders will be rated on the following parameters:

- Ability to prove their expertise in the respective domain area.
- Relevance of in-house resources to the SoW & clarity of thoughts
- Case presentation on any **two** of the most significant assignments/reported judgements (in case of Law Firms) completed during the preceding year.

The bids obtaining the highest total combined score in evaluation of Technical Capacity Criteria and presentation will be ranked as H-1 followed by the bids securing lesser marks as H-2, H-3 etc. Bids up to ten (10) in each domain securing the highest combined marks (number may be less than ten but not exceeding ten) will be invited for empanelment and execution of agreement thereafter.

The selected Firms/entities will be empaneled for duration of 03 years extendable further for a period of 02 (two) years on mutually agreed terms and conditions and the terms of empanelment shall be governed by the corresponding Service and Confidentiality Agreement.

2. Conflict of Interest

The consultancy firm shall not receive any remuneration in connection with the assignment except as provided in the “Service and Confidentiality Agreement”.

3. Warranties of the firm

The Consultancy firm shall warrant that it is under no contractual restrictions or legal disqualifications or other obligations which will prohibit from entering into this consultancy assignment and that the statement and particulars herein contained in this RFE and in the relevant and supporting documents to this agreement are correct.

4. Period of Empanelment

The firm/ entity would be empaneled for 03 (three) years with effect from date of execution of the “Service and Confidentiality Agreement”. The period of empanelment is extendable further for a period of 02 (two) years thereafter on mutually agreed terms and conditions.

CHAPTER -5- Price Schedule / Task Allocation

1. Tasks can be allocated based on any of the following:

- Roster Method for execution of standard tasks.
 - Limited Invitation in case of Techno-incentive tasks.
 - Cost based selection on case to case basis.
 - Specific Domain expertise as projected/updated by the firm.
2. Price schedule is provided in the relevant annexures as “Rate Cards”.
The rates prescribed therein are exclusive of any applicable taxes.

Rate Card	Annexure	Page No.
IP Firms	E	24-35
TT Firms	F	41
Law firms	G	42-43
Finance Firms	H	46
CS in practice Firms	I	47

Chapter-6- Service and Confidentiality Agreement

Annexure-A

SERVICE AND CONFIDENTIALITY AGREEMENT

This Agreement is made on this _____ day of __, 2017 at New Delhi BY and BETWEEN the Biotechnology Industry Research Assistance Council, a Government of India Enterprise having its office at **1st Floor, MTNL Building, 9, CGO Complex, Lodhi Road, New Delhi-110003** hereinafter referred to as “BIRAC” (which expression shall wherever the context so admits include its successors and assignees) of the **First Part**

AND

_____, having its registered office at _____, hereinafter referred to as the “Empaneled Firm” (which expression shall wherever the context so admits include its employees, administrators and permitted assignees) of the **Second Part**

WHEREAS all the parts are hereinafter referred to as “Parties”;

All Annexure to this Agreement shall be integral part of this Agreement.

NOW THEREFORE, the parties hereby agree to be bound by the provisions set out in this agreement.

1. INTERPRETATION

- i. Confidential Information: “Confidential Information” means all information (whether in oral, written or electronic form) relating to BIRAC , matters related to BIRAC’s corporate affairs, minutes of the meeting(s) or other agnate materials including any notes or summaries derived from those materials of the Disclosing Party and confidential information received by the Disclosing Party from third parties, but excludes any information that: (1) was lawfully in the possession of the Recipient before receiving it from the Disclosing Party; (2) is provided in good faith to the Recipient by a third party without breaching any rights of the Disclosing Party or any other party; (3) is or becomes generally available to, or accessible by, the public through no fault of the Recipient; (4) is independently developed by the Recipient without use of the disclosed Confidential Information or (5) is required by public authority, by law or decree.
- ii. Words importing the singular numbers shall include the plural number and vice versa.
- iii. Headings and subheadings are for convenience only and shall not be deemed to be a part of this Agreement.

2. TERMS OF EMPANELMENT

- i. The Empaneled Firm shall be entitled to the fees and reimbursement for all pre-approved expenses incurred in the performance of the Duties, upon submission and approval of written statements and/or receipts in accordance with the then regular procedures of the BIRAC.
- ii. The Advertising agency shall be empaneled for a period of 03 (three) years extendable further for a period of two years on mutually agreed terms and conditions from the date of execution of the present agreement.

- iii. BIRAC reserves the right to assign the tasks to any of the empaneled agency. BIRAC also reserves the right to award the work to any other agency, not necessarily empaneled with BIRAC.
- iv. This empanelment does not constitute and will not be deemed to constitute an exclusive commitment/ arrangement between BIRAC and the Empaneled Agency.

3. RESPONSIBILITIES OF THE EMPANELLED AGENCY

The Empaneled Firm shall;

- i. discharge its duties, responsibilities and execute its activities in furtherance of the scope of work as given in Annexure-1.
- ii. be solely responsible for determining all matters of detail as to the manner in which a specific assignment is done with an objectively acceptable quality.
- iii. undertake necessary liaison work as may be required from time to time with the officials of the concerned departments.
- iv. comply to the best of the technical /scientific knowledge, statutory, regulatory and safety guidelines established by the Government of India and BIRAC while performing the services.
- v. take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the disclosing party including discussion of the Confidential Information in any public forum which includes formal and informal discussions.
- vi. comply with all applicable laws, rules and regulations and shall not indulge in any act, which constitutes an offence or a corrupt practice under the Indian laws.
- vii. practice Chinese wall or Firewall policy within to deal with contrary interests or with confidential information.
- viii. Abide by specific referral terms of BIRAC as applicable for case to case basis.

4. CONFIDENTIALITY

The Parties, undertake to maintain strict confidentiality and refrain from disclosure thereof, of all or any part of the information and data exchanged/generated from the Process under this Agreement for any purpose other than in accordance with this Agreement. It shall be the responsibility of both the Parties to ensure maintenance of such confidentiality in respect of their behalf and on behalf of their employees, representatives and associates involved in related activities.

5. RETURN OF MATERIALS

Upon the conclusion of the task the Empaneled Firm undertakes to return or destroy materials containing Confidential Information in physical form handed over by the BIRAC in relation to the services or which was generated by the Empaneled Firm in the course of providing the services.

6. EARLY TERMINATION OF THE TERM

This Agreement may be terminated without cause by either party upon not less than thirty (30) days prior written notice by either party to the other. BIRAC can terminate the agreement if the Empaneled Firm voluntarily ceases performing the Duties or "for cause", in case of any material breach of the terms agreed to. Any termination "For Cause" shall be made in good faith by the BIRAC. Upon termination, neither party shall have any further obligations under this Agreement, except for the obligations to maintain confidentiality. The financial liability shall cease as of such termination date.

Upon termination the Empaneled Firm shall return all Confidential Information, as hereinafter defined, and copies thereof.

7. WAIVER AND ASSIGNMENT

Any waiver by the BIRAC of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof. The Empaneled Firm shall not have the right to assign the rights or obligations under this Agreement without the prior written consent of BIRAC.

8. EFFECT OF THIS AGREEMENT

- i. The duty of secrecy under this agreement will commence on the Effective Date and will subsist till three years after completion of the task or till such time the confidential information falls into the public domain whichever is earlier.
- ii. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.
- iii. The rights and remedies herein provided are cumulative with, and not exclusive of, any rights or remedies provided by law.

9. DISPUTE RESOLUTION

In the event of any dispute or difference between the Parties hereto upon or in relation to or in connection with this Agreement, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of the Managing Director, BIRAC.

If such resolution is not possible, then the unresolved dispute or difference whatsoever arising between the Parties out of or relation to the construction, meaning, scope, operation or effect of this empanelment or the validity the breach thereof or in respect of any defined legal relationship associated therewith or derived therefrom dispute shall be submitted for arbitration to International Center for Alternate Dispute Resolution (ICADR), an autonomous organization working under the aegis of the Ministry of Law & Justice, Department of Legal Affairs, Government of India. The Authority to appoint the arbitrator(s) shall be the ICADR. The Arbitration under this Clause and provision of administrative services by ICADR shall be in accordance with the ICADR Arbitration Rules, 1996. The award made in pursuance thereof shall be binding on the Parties. The venue of arbitration shall be New Delhi and the arbitration proceedings shall be conducted in English Language.

10. NOTICE

Any notices, consents, objections, demands, requests or other communications required or permitted to be given pursuant to this Agreement shall be in writing, and shall be sent by registered post, return receipt requested, to the addresses of the parties set forth in the heading to this Agreement. Either party may designate, by notice, a change of address hereunder.

11. SEVERABILITY

If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

12. GOVERNING LAW

This Agreement shall be construed in accordance with and governed for all purposes by the laws of India applicable to contracts executed and wholly performed within such

jurisdiction.

13. AMENDMENTS OR WAIVER

No amendment or waiver of this Agreement is binding unless agreed to in writing by the parties.

14. NO OTHER RELATIONSHIP

The Empaneled Firm agrees that all Services will be rendered as an independent contractor and that this Agreement does not create an employer-employee relationship or business partnership between the parties.

WHEREFORE, the Parties hereto through its duly authorized representatives have signed this Agreement on the day, month and year mentioned hereinbefore.

Signed

.....

.....

On behalf of the Empaneled Firm

On behalf of the BIRAC

Date.....

Date.....

Chapter- 7 – Other Standard Forms

1. Format for Covering Letter:

Annexure - B

ON LETTERHEAD OF FIRM

RFE Reference Number: BIRAC/HR&A/007/2017/ENQ-018

Date:

To,
Head (Admin. And HR), BIRAC,
1st Floor, MTNL Building, 9, CGO
Complex, Lodhi Road,
New Delhi-110003

Sub: RFE for Empanelment of IP/TT/Law/Finance/CS in practice Firms

Dear Madam,

Having reviewed and fully understood all of the requirements of the RFE Document and information provided, the undersigned hereby bids for the assignment referred above. The validity of this RFE is confirmed for 90 days from the due date or the extended due date (if applicable).

Bid containing the details as per the requirements is enclosed herein for your evaluation.

It is hereby declared that _____ (name of firm) was not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Govt. or other agency.

_____ (name of firm) also declare that there is under no contractual restrictions or legal disqualifications or other obligations which will prohibit from entering into this bid/tender and each and every one of the statement and particulars herein contained are correct.

.....
Authorized Signatory
Name:
Designation

Format of particulars- RFE of IP/TT/Law/Finance/CS in practice Firms

2. Format for Essential eligibility and Technical Capacity:

Annexure - C

ON LETTERHEAD OF BIDDER FIRM

A. Essential eligibility					
1. Summary and Contact Information:					
Name of Proponent Organization					
Name of Contact Person for this Proposal					
Address					
Phone					
Email Contact					
2. Eligibility Criteria (Common for all firms)					
S.no	Particulars	Status		Supporting document with page number	
		Yes	No	Yes	No
1.	Firms is a legal entity registered under statutes of India				
2.	Firms have established office in Delhi/NCR.				
3.	Firms are of repute with minimum experience of 05 years in dealing with related issues				
4.	Firms have been on the panel of at least 01 (one) Government Enterprises/PSUs.				
5.	Firms have the requisite infrastructure and in-house capability.				
6.	The firm has not registered any loss during any of the last 3 years (2014-15 2015-16 and 2016-2017)				
7.	Firms should not have been blacklisted by any Central /State Government / Public Sector Undertaking, Govt. of India.				
8.	Firms should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this Request for Empanelment and in the execution of agreement.				
2 A	Additional Eligibility Criteria for Finance firms				
I	It must have the requisite infrastructure and in-house capability with at least two Promoters/ Directors/ Partners as professionals viz, Lawyers, Chartered Accountants and/ or Company Secretary.				

Format of particulars- RFE of IP/TT/Law/Finance/CS in practice Firms

ii	It should possess professional expertise especially in handling Accounts, Audit, Budget and Financial matters, PPP Projects and well versed with the General Financial Rules (GFR) and procedures of the Government Establishments.				
2B	Additional Eligibility Criteria For CS in practice firms				
i	In-house capability should reflect with at least one Practicing Company Secretary either as an Proprietor/Partner /LLP having an FCS (Fellow Company Secretary) and having valid certificate to practice from Institute of Company Secretaries of India (ICSI) which is renewed every year .				
ii	There must be at least one Associate Company Secretary (ACS) having valid certificate of Practice .				
3. Technical Capacity					
a. Areas in which Consultancy firm/entity has expertise:					
Sl. No.	Area (s)	Specific Details			
b. Organizational Profile:					
Please provide a brief description of the organization. Please include the following information:					
(1) Mandate, Mission or Vision statement.					
(2) Organization Structure					
(3) Membership / Awards					
c. Details of Past and Ongoing Assignments (Experience Statement)					
Provide details of past 5 years. Enclose relevant document where ever applicable					

Format of particulars- RFE of IP/TT/Law/Finance/CS in practice Firms

<p>d. In house Manpower Structure & Professional Competence of the team members</p> <p>Please provide a description of the In-house Manpower capacity of the organization including the Personnel and their corresponding area of specialization (CV of the team members)</p>
<p>e. Presence on the panel of Government Enterprises/PSUs and details of tasks undertaken.</p>
<p>f. Details of Organizational/ Firms Policies on data protection, confidentiality & Conflict of Interest</p>
<p>g. Financial Status of the Organization: The financial capacity and capability of the organization including gross income, audited statement of accounts, IT return for the last three years</p>
<p>h. Additional Information for Consideration: Information if any on related aspects such as organizational reference etc.</p>
<p>4. Enclosures</p> <ul style="list-style-type: none">a. Letter of Registration.b. Copy of Constitution of Firm//Entity or other Establishment documentc. CVs of key management staff of the organizationd. Account details Certified by Auditore. Others- Please specify

Format of particulars- RFE of IP/TT/Law/Finance/CS in practice Firms

Note:

1. ***Bid not submitted in this format may be summarily rejected.***

Submit one hard copy of the bid to “BIRAC at 1st Floor, MTNL Building, 9, CGO Complex, Lodhi Road, New Delhi-110003”with caption as “Request for Empanelment IP/TT/Law/Finance/CS in practice Firms”. Only the relevant category of the Firm should be mentioned *on the envelope*.

2. ***Visit www.birac.nic.in for more information.***

Name of Authorized Officer to Submit Bid: _____

Title: _____

Organization: _____

Signature with Seal

Date

- In case of a Company certified true copy of a Board Resolution Authorizing such a person to submit Bid and in case of any other Legal Entity Letter of Authority from Managing Partner or Sole Proprietor on Letter Head must be provided.

Format of particulars- RFE of IP/TT/Law/Finance/CS in practice Firms

3. Format for Power of Attorney:

Annexure-D

Notarized

Power of Attorney

Instructions:

The Power of Attorney is to be executed on a non-judicial stamp paper of Rs.100/-. Each page of the Power of Attorney is to be signed and wherever the blanks are filled in initiated by the Principal (applicant executing the POA). The POA should be signed by the Attorney on the last page. It is mandatory that the Power of Attorney should be notarized by a Notary Public. Wherever required, the Applicant should submit for verification the extract of the documents such as a Board resolution/ Power of Attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

Format:

S.no	Specifications	Details
1.	Nature of the Document:	Power of Attorney
2.	Date of Execution	
3.	Place of execution	
4.	Name of the Principal	
	Address	
5.	Name of the Attorney	
	Age:	
	Father/Husband Name	
	Address	

PURPOSE AND SCOPE OF THE AUTHORITY;

KNOW ALL MEN BY THESE PRESENTS THAT “the Principal” DO HEREBY NOMINATE APPOINT AND CONSTITUTE “the Attorney” who is presently employed with the Principal and holding the position of, and who has subscribed his/her signature hereunder in token of identification to be my lawful Attorney in my name and on my behalf to do any one or all of the following acts, deeds, matters, and things in connection with or incidental to submission of our bid for Biotechnology Industry Research Assistance Council (BIRAC), namely:

- i. To apply with proposals or revises thereof for purpose of responding to the invitation for empanelment by BIRAC.
- ii. To file necessary applications, indemnities, declarations, documents and papers, participate in Applicants' and other conferences or give any statement, letter, clarification or any other writing required or necessary for as per procedure.

Format of particulars- RFE of IP/TT/Law/Finance/CS in practice Firms

- iii. To accept terms and conditions relating to the Facilities and sign such writings /letters / papers / documents in token of my acceptance of the terms and conditions therein contained
- iv. To generally deal with BIRAC in all matters in connection with or arising out of our bid for the said Assignment and/or upon award thereof to us and/or till receipt of work order from BIRAC.
- v. To act and perform in said fiduciary capacity consistent with the Principal's best interests including such incidental acts as are reasonably required to carry out and perform the specific authorities granted herein by this POA which becomes effective upon execution.

AND it is agreed all lawful acts, deeds, matters, and things done by the Attorney pursuant to the powers hereinbefore mentioned is ratified by the Principal.

In Witness Whereof, I _____ holding the position of in(name of the firm) have hereunto set and subscribed my hands at _____ on _____.

Signature of the Principal Before the

Witnesses:

- 1.
- 2.

I ACCEPT

Specimen signature of _____, the Attorney of the Bidder.

Format of particulars- RFE of IP/TT/Law/Finance/CS in practice Firms

Annexure-E

Rate Card for IP Firms

S. No	Action	Rate (In Rs.)
	Section I: Patents	
	Patent Search	
A	Patentability Search	32083
B	Freedom to Operate (FTO) Search	1,00,000 to 5,00,000 Depending on Complexity
C	Invalidity Search	1,00,000 to 2,00,000 Depending on Number of Hits
D	Patent Landscape Analysis	1650 per hour
1	Application	
1.1	Drafting and filing application with Provisional specification along with all necessary forms such as: Form 1, Form 2, Form 3, Form 5, Form 8 and Form 26	10000-15000
1.2	Drafting and filing complete specification after filing provisional specification with all necessary forms such as Form 1, Form 2, Form 3, Form 5, Form 8, Form 18 and Form 26	20,000
1.3	Drafting and filing application with complete specification in the first instant along with all necessary forms such as Form 1, Form 2, Form 3, Form 5, Form 8, Form 18 and Form 26	30,000
1.4	Drafting and filing of patent of addition	15,000
1.5	Drafting and filing of divisional application	15,000

Format of particulars- RFE of IP/TT/Law/Finance/CS in practice Firms

1.6	Making request for filing patent of outside India (Form 25)	6,000
1.7	Taking over already filed application, per case	3,500
1.8	Charges towards filing various forms if not done earlier at the time of filing application such as Form 3, Form 5, Form 8, Form 18 and Form 26	4,000
1.9	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	10,000
1.10	Typing (original and 4 copies) per page. If any.	15 per page for typing and Rs. 1 per copy
1.11	Discussion with inventor per hour at attorney's office	3000/hr
2	Preparation of drawings/sequences etc.	
2.1	A-4 size paper	500/sheet
2.2	In any other material /form	250/sequence
3	Extension of time & late filing (preparing and filing)	
3.1	Preparing and filing a form for extension of time (Form 4)	3,000
3.2	Late submission of forms/documents	2500
4	Prosecution	
4.1	Obtaining certified copies of patent applications	3,000

Format of particulars- RFE of IP/TT/Law/Finance/CS in practice Firms

4.2	Reporting official action including FER, SER etc	5000
4.3	Amending specification and re-filing in response to FER, SER etc (Form-13)	20,000
4.4	Subsequent report of corresponding application, if any	2,000
4.5	Filing of documents after prescribed period with petition of condonation of delay in filing	3500
4.6	Discussion at Patent Office during prosecution of application per appearance	Not more than 20,000
4.7	Post dating of application	3000
4.8	Filing a request for early publication (Form 9)	3,000
4.9	Reporting of patent In order, obtaining and sending letters patent document	3,000
4.10	Attending to renewals and sending renewal certificate per year	2500
4.11	Attending to restoration of lapsed patent, filing petition and attending to payment of fees (Form 15)	6000
4.12	Working of patents: each report of working under section 146 (Form 27)	3000

Format of particulars- RFE of IP/TT/Law/Finance/CS in practice Firms

4.13	Request for termination of compulsory licence (Form 21)	Not more than 10000
4.14	filing petition generally for specific reliefs or orders of controller under different rules (Form 24)	Not more than 10000
4.15	Request for withdrawal of application	5000
5	Assignment and Licences	
5.1	Drafting deed form	7500
5.2	Filing application for registration for assignment licence (Form 16)	
(a)	one patent	4500
(b)	each additional patent Included at the same time in the same deed	3000
5.3	Application for revision of terms and condition of licence (Form 20)	10000
5.4	Charges for making an application for compulsory licence (Form 17)	Not more than 15000
5.5	Application for revocation of a patent for non working (Form 19)	Not more than 10000
6	Recordal of change of name, address, nationality, etc. (Form 6 and Form 10)	
6.1	Filing application in respect of one patent	5000

Format of particulars- RFE of IP/TT/Law/Finance/CS in practice Firms

6.2	For additional patent included at the same time	3500
7	Opposition	
7.1	Filing pre-grant opposition	based on time spent; Applicable hourly rates depending upon the persons involved. Sr. partner/Partner: 7500/hr Sr. associate:5000/hr Assocaite: 3500/hr Note: 75-80% of the work will be done by associate only.; total not more than 25000
7.2	Filing notice of opposition (Post grant opposition) In Form 7	based on time spent; Applicable hourly rates depending upon the persons involved. Sr. partner/Partner: 7500/hr Sr. associate:5000/hr Assocaite: 3500/hr Note: 75-80% of the work will be done by associate only.; total not more than 25000
7.3	Drafting statement of opposition form, written statement and affidavit	based on time spent; Applicable hourly rates depending upon the persons involved. Sr. partner/Partner: 7500/hr Sr. associate:5000/hr Assocaite: 3500/hr Note: 75-80% of the work will be done by associate only.;
7.4	Drafting reply statement and affidavit	based on time spent; Applicable hourly rates depending upon the persons involved. Sr. partner/Partner: 7500/hr Sr. associate:5000/hr Assocaite: 3500/hr Note: 75-80% of the work will be done by associate only.;
7.5	Attending nearing per day at patent office in the city of the attorney's office	10000/day
7.6	Attending hearing per day at patent office not in the city of attorney's office	15000 per appearance + actual towards boarding and travel
7.7	Attendant intercountry petition hearing	15,000

Format of particulars- RFE of IP/TT/Law/Finance/CS in practice Firms

7.8	Notice of opposition to amendment/restoration/surrender of patent/grant of compulsory licence or revision of terms thereof or to correction of clerical errors (Form 14)	15000
7.9	Request for the grant of patent under section 26 and 52 (Form 12)	7000
7.10	Charges for making a request for direction of the controller under section 51 (1) and 51(2) (Form 11)	5000
8	Visits outside office & discussion	
8.1	Per visit charges for local visit	
8.2	Per visit charges for outstation	
9	Patent revocations/ infringement, initialing revocation/ in fringement, defending revocation/ infringement	
9.1	Drafting of infringement suit	based on time spent; Applicable hourly rates depending upon the persons involved. Sr. partner/Partner: 7500/hr Sr. associate:5000/hr Associate: 3500/hr Note: 75-80% of the work will be done by associate only.; total not more than 25000
9.2	Drafting of revocation suit	based on time spent; Applicable hourly rates depending upon the persons involved. Sr. partner/Partner: 7500/hr Sr. associate:5000/hr Associate: 3500/hr Note: 75-80% of the work will be done by associate only.; total not more than 25000

Format of particulars- RFE of IP/TT/Law/Finance/CS in practice Firms

9.3	Representation charges	Not more than 80,000
9.4	Any other charges, if any (like legal opinion etc)	On hourly basis; not more than 3500/hr
10	Miscellaneous	
10.1	Consultation charges each hour or part	3000/hour
10.2	Prior art search report for novelty, inventiveness and utility	
10.3	Photocopying, fax, cable and other out of pocket expenses, if any	On actual
11	Filing of foreign patent applications	
11.1	Filing of a patent application in each country patent (can be as a percentage of foreign associates bills)	20% of associate bill + 7000 (representation charges); Max 6,000 and Minimum 2000
11.2	Charges for prosecuting each application till grant of patent (can be as a percentage of foreign associates bills)	20% of associate bill + 7000 (representation charges); Max 6,000 and Minimum 2000
11.3	Subsequent filing of forms/citations, etc	20% of associate bill + 7000 (representation charges); Max 6,000 and Minimum 2000
11.4	Charges for renewal each year	20% of associate bill + 7000 (representation charges); Max 5,000 and Minimum 2000
11.5	Fax, cable, photocopying charges	On actual

Format of particulars- RFE of IP/TT/Law/Finance/CS in practice Firms

11.6	Postage charges, if extra	On actual
11.8	Request for substantive examination	20% of associate bill subject to Max 6,000 and Minimum 2000
12	Filing of PCT application	
12.1	Preparing and filing a new PCT application	20000
12.2	Filing formal documents such as POA, Priority documents, etc	5000
12.3	Filing amendment under Article 19	Not more than 20,000
12.4	Filing demand for preliminary examination	8000
12.5	Filing response to written opinion/preliminary examination report and for filing amendment under PCT Article 34	20000
12.6	Filing national phase applications including changes in the claims if necessary	20% of associate bill; Max 6,000 and Minimum 2000
	Section II: Designs	
1	Application	
1.1	Application for registration in a single class with all essential form including (Form 1, Form 2 and Form 21)	8000
1.2	Applications for same design in additional classes on per class basis	5000
1.3	Claim under section 8(1) to proceed as an Applicant or Joint Application	5000
1.4	Application to extent copyright (Form 3)	4000

Format of particulars- RFE of IP/TT/Law/Finance/CS in practice Firms

1.5	Taking over already filed application for registration of design	5000
2	Restoration of lapsod design (Form 4)	10000
3	Filing a response to the office action (Form 20)	6000
4	Obtaining, expending and forwarding the design certificate	3000
5	Drafting assignement/licence/mortgage deed and registration of same (Form 10, Form 11 and Form 12)	Hourly baisis not more then 3500/hr
6	Recordal of assignment (Form 13)	3000
7	Design search through patent office (form 6 and Form 7)	5000
8	Petetion of cancellation of design (Form 8)	time spent; not more than 5000/hour
9	Notice of opposition (Form 19)	time spent; not more than 4500/hour
10	Request for correction of clerical errors (Form 14)	2000
11	Request for certified copies (Form 15 and Form 16)	3000
12	Appearance charges per appearance before patent office	6000
13	Inspectiojn of registered design (Form 5)	3000

Format of particulars- RFE of IP/TT/Law/Finance/CS in practice Firms

14	Notice of intended exhibition of publication of an unregistered design (Form 9)	5000
15	Notice of alteration of address or name or an address for service in the Register of Designs	2500
16	Entry of two addresses for service in Register of Designs	2500
17	Filing of foreign design applications	
17.1	Filing of a design application in each country	3500 (representation fee)+20% of associate bill; Max 8,000 and Minimum 2000
17.2	Charges for prosecuting each application till registration of design (can be as a percentage of foreign associates bills)	20% of associate bill; Max 6,000 and Minimum 2000
17.3	Charges for renewal each year	20% of associate bill; Max 6,000 and Minimum 2000
17.4	Fax, cable photocopying charges	On actual
17.5	Postage charges, if extra	On actual
	Section III: Copyright	
1	Application for registration of copyright (Form IV)	8000
2	Application for registration of changes in the particulars of copyright entered in the Register of Copyrights (Form V)	6000
3	Application for restricting important of Infringing copies under Section 53 of the Act (Form VI)	10000
4	Filing notice for relinquishment of copyright (Form 1)	8000

Format of particulars- RFE of IP/TT/Law/Finance/CS in practice Firms

5	Filing application for a licence for translation (of one work in one language) (Form II)	5000
6	Filing application for a licence for publication/translation/reproduction (compulsory licence) (Form IIA)	6000
7	Filing notice for termination of licence (Form IIB)	5000
8	Any others (please specify) (Reporting status of official actions)	
9	Meeting objections from the Registrar, copyright	4000
10	Drafting of any specific forms such as NOC	2000
Section IV : Trademarks		
1	Application for registration of trademark including certification trademark (Forms TM 1, TM 4, TM 8, TM 51, TM 52)	5000 for 1st class; 1000 for each additional class
2	Notice of opposition and related actions (TM 5, TM6, TM 44)	Not more than 15,000
3	Application for renewal of trademark (TM 10, TM 12)	5000 per renewal
4	Request for search and issuance of certificate (TM 11)	
5	Restoration & renewal of trademark (TM 13)	6500
6	Request for correction of clerical error or for amendment (TM 16)	4000
7	Request for assignment or transmission of trademark (TM 19, TM 20, TM 21, TM 62)	Not more than 15,000
8	Request for certificate of the Registrar (TM 46)	Not more than 3000

Format of particulars- RFE of IP/TT/Law/Finance/CS in practice Firms

9	Application for review of Registrar's decision (TM 57)	
10	Answering objections from the trademark office	On hourly basis; not more than 7500
11	Application filing in other countries (should be shown as percentage of the associate's charges)	20% of associate bill; Max 6,000 and Minimum 2000
	Section VI - Protection of Plant Varieties and Farmers' Rights	
1	Application for registration of new variety, extant variety and farmer's variety along with necessary forms such as Form PV 1, PV 2	25000
2	Application for registration of Essentially Derived Variety with necessary forms such as PV 1 and PV 2	15000
3	notice for opposition (PV3, PV 11, PV 13)	Hourly basis not more than 3500/hr
4	Request for extension of time	3500
5	Application for renewal of registration	4500
6	Application for revocation (PV 15)	3500/hr
7	Application for correction of register, alteration of denomination	5000
8	Application for compulsory license	3500/hr
9	Request for certified copies of entries in the plant variety register	5000

Format of particulars- RFE of IP/TT/Law/Finance/CS in practice Firms

Activities and Sub-activities-IP Firms (indicative list)

S. No.	Section I: Patents
	Patent Search
1.	Patentability Search
2.	Freedom to Operate (FTO) Search
3.	Invalidity Search
4.	Patent Landscape Analysis
	Application
5.	Drafting and filing application with Provisional specification along with all necessary forms such as: Form 1, Form 2, Form 3, Form 5, Form 8 and Form 26
6.	Drafting and filing complete specification after filing provisional specification with all necessary forms such as Form 1, Form 2, Form 3, Form 5, Form 8, Form 18 and Form 26
7.	Drafting and filing application with complete specification in the first instant along with all necessary forms such as Form 1, Form 2, Form 3, Form 5, Form 8, Form 18 and Form 26
8.	Drafting and filing of patent of addition
9.	Drafting and filing of divisional application
10.	Making request for filing patent of outside India (Form 25)
11.	Taking over already filed application, per case
12.	Charges towards filing various forms if not done earlier at the time of filing application such as Form 3, Form 5, Form 8, Form 18 and Form 26
13.	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
14.	Typing (original and 4 copies) per page. If any.
15.	Discussion with inventor per hour at attorney's office
	Preparation of drawings/sequences etc.
16.	A-4 size paper
17.	In any other material /form
	Extension of time & late filing (preparing and filing)
18.	Preparing and filing a form for extension of time (Form 4)

Format of particulars- RFE of IP/TT/Law/Finance/CS in practice Firms

19.	Late submission of forms/documents
	Prosecution
20.	Obtaining certified copies of patent applications
21.	Reporting official action including FER, SER etc
22.	Amending specification and re-filing in response to FER, SER etc (Form-13)
23.	Subsequent report of corresponding application, if any
24.	Filing of documents after prescribed period with petition of condonation of delay in filing
25.	Discussion at Patent Office during prosecution of application per appearance
26.	Postdating of application
27.	Filing a request for early publication (Form 9)
28.	Reporting of patent In order, obtaining and sending letters patent document
29.	Attending to renewals and sending renewal certificate per year
30.	Attending to restoration of lapsed patent, filing petition and attending to payment of fees (Form 15)
31.	Working of patents: each report of working under section 146 (Form 27)
32.	Request for termination of compulsory licence (Form 21)
33.	filing petition generally for specific reliefs or orders of controller under different rules (Form 24)
34.	Request for withdrawal of application
	Assignment and Licences
35.	Drafting deed form
36.	Filing application for registration for assignment licence (Form 16)
37.	one patent
38.	each additional patent Included at the same time in the same deed
39.	Application for revision of terms and condition of licence (Form 20)
40.	Charges for making an application for compulsory licence (Form 17)
41.	Application for revocation of a patent for non-working (Form 19)
42.	Recordal of change of name, address, nationality, etc. (Form 6 and Form 10)
43.	Filing application in respect of one patent
44.	For additional patent included at the same time
	Opposition
45.	Filing pre-grant opposition
46.	Filing notice of opposition (Post grant opposition) In Form 7
47.	Drafting statement of opposition form, written statement and affidavit
48.	Drafting reply statement and affidavit
49.	Attending nearing per day at patent office in the city of the attorney's office
50.	Attending hearing per day at patent office not in the city of attorney's office

Format of particulars- RFE of IP/TT/Law/Finance/CS in practice Firms

51.	Attending interlocutory petition hearing
52.	Notice of opposition to amendment/restoration/surrender of patent/grant of compulsory licence or revision of terms thereof or to correction of clerical errors (Form 14)
53.	Request for the grant of patent under section 26 and 52 (Form 12)
54.	Charges for making a request for direction of the controller under section 51 (1) and 51(2) (Form 11)
	Visits outside office & discussion
55.	Per visit charges for local visit
56.	Per visit charges for outstation
	Patent revocations/ infringement, initialling revocation/ in fringement, defending revocation/ infringement
57.	Drafting of infringement suit
58.	Drafting of revocation suit
59.	Representation charges
60.	Any other charges, if any (like legal opinion etc)
	Miscellaneous
61.	Consultation charges each hour or part
62.	Prior art search report for novelty, inventiveness and utility
63.	Photocopying, fax, cable and other out of pocket expenses, if any
	Filing of foreign patent applications
64.	Filing of a patent application in each country patent (can be as a percentage of foreign associates bills)
65.	Charges for prosecuting each application till grant of patent (can be as a percentage of foreign associates bills)
66.	Subsequent filing of forms/citations, etc
67.	Charges for renewal each year
68.	Fax, cable, photocopying charges
69.	Postage charges, if extra
70.	Request for substantive examination
	Filing of PCT application
71.	Preparing and filing a new PCT application
72.	Filing formal documents such as POA, Priority documents, etc
73.	Filing amendment under Article 19
74.	Filing demand for preliminary examination
75.	Filing response to written opinion/preliminary examination report and for filing amendment under PCT Article 34
76.	Filing national phase applications including changes in the claims if necessary
	Section II: Designs
1.	Application
2.	Application for registration in a single class with all essential form including (Form1, Form 2 and Form 21)
3.	Applications for same design in additional classes on per class basis

Format of particulars- RFE of IP/TT/Law/Finance/CS in practice Firms

4.	Claim under section 8(1) to proceed as an Applicant or Joint Application
5.	Application to extent copyright (Form 3)
6.	Taking over already filed application for registration of design
7.	Restoration of lapsed design (Form 4)
8.	Filing a response to the office action (Form 20)
9.	Obtaining, expediting and forwarding the design certificate
10.	Drafting assignment/licence/mortgage deed and registration of same (Form 10, Form 11 and Form 12)
11.	Recordal of assignment (Form 13)
12.	Design search through patent office (form 6 and Form 7)
13.	Petition of cancellation of design (Form 8)
14.	Notice of opposition (Form 19)
15.	Request for correction of clerical errors (Form 14)
16.	Request for certified copies (Form 15 and Form 16)
17.	Appearance charges per appearance before patent office
18.	Inspection of registered design (Form 5)
19.	Notice of intended exhibition of publication of an unregistered design (Form 9)
20.	Notice of alteration of address or name or an address for service in the Register of Designs
21.	Entry of two addresses for service in Register of Designs
	Filing of foreign design applications
22.	Filing of a design application in each country
23.	Charges for prosecuting each application till registration of design (can be as a percentage of foreign associates bills)
24.	Charges for renewal each year
25.	Fax, cable photocopying charges
26.	Postage charges, if extra
27.	Application for registration of copyright (Form IV)
28.	Application for registration of changes in the particulars of copyright entered in the Register of Copyrights (Form V)
29.	Application for restricting importation of Infringing copies under Section 53 of the Act (Form VI)
30.	Filing notice for relinquishment of copyright (Form 1)
31.	Filing application for a licence for translation (of one work in one language) (Form II)
32.	Filing application for a licence for publication/translation/reproduction (compulsory licence) (Form IIA)
33.	Filing notice for termination of licence (Form IIB)
34.	Any others (please specify) (Reporting status of official actions)
35.	Meeting objections from the Registrar, copyright
36.	Drafting of any specific forms such as NOC
	Section IV : Trademarks

Format of particulars- RFE of IP/TT/Law/Finance/CS in practice Firms

1.	Application for registration of trademark including certification trademark (Forms TM 1, TM 4, TM 8, TM 51, TM 52)
2.	Notice of opposition and related actions (TM 5, TM6, TM 44)
3.	Application for renewal of trademark (TM 10, TM 12)
4.	Request for search and issuance of certificate (TM 11)
5.	Restoration & renewal of trademark (TM 13)
6.	Request for correction of clerical error or for amendment (TM 16)
7.	Request for assignment or transmission of trademark (TM 19, TM 20, TM 21, TM 62)
8.	Request for certificate of the Registrar (TM 46)
9.	Application for review of Registrar's decision (TM 57)
10.	Answering objections from the trademark office
11.	Application filing in other countries (should be shown as percentage of the associate's charges)
	Section V : Protection of Plant Varieties and Farmers' Rights Act
12.	Application for registration of new variety, extant variety and farmer's variety along with necessary forms such as Form PV 1, PV 2
13.	Application for registration of Essentially Derived Variety with necessary forms such as PV 1 and PV 2
14.	notice for opposition (PV3, PV 11, PV 13)
15.	Request for extension of time
16.	Application for renewal of registration
17.	Application for revocation (PV 15)
18.	Application for correction of register, alteration of denomination
19.	Application for compulsory license
20.	Request for certified copies of entries in the plant variety register

Rate Card based on Revenue Model for TT Firms

- For each successful technology transfer by empaneled agency, 30 % of the upfront technology fee will be kept by BIRAC/ Empaneled agency. 70% will be given to the licensor/interested party
- 30% of the upfront technology fee retained will then be distributed in ratio of 1:2 between BIRAC and empaneled agency. Similar model will be followed for the royalties decided for post monitoring of the technology after transfer.

Rate Card-Law firms:

Category of Service	Supreme Court	High Court(s)** / or its equivalent Court(s)	District Court(s)*
For drafting legal Notice / Reply Notices on behalf of BIRAC	Rs. 1,000/- per page*** Maximum upto 8,000/-		
For Written Opinion (including conference)	Rs. 1,500/- per page Maximum upto 15,000/-		
For appearance in arguing of the case on behalf BIRAC # Effective hearing Non-Effective hearing	❖ For Associates/Counsel: Up to 24,000/- 50% of above ❖ For Partners: Up to 30,000/- 50% of above + up to 10% for other expenses subject to actual	❖ For Associates/Counsel: Up to 16,000/- 50% of above ❖ For Partners: Up to 25,000/- 50% of above + up to 10% for other expenses subject to actual	❖ For Associates/Counsel : Up to 8,000/- 50% of above ❖ For Partners: Up to 15,000/- 50% of above + up to 10% for other expenses subject to actual
Conference Fee per Hour (including all expenses)	2,000/- per hr		
Caveat filling	Upto Rs. 10,000/- +10% clerkage + up to 10% for other expenses subject to actual		

Format of particulars- RFE of IP/TT/Law/Finance/CS in practice Firms

Lump sum for initial Pleading i.e. Drafting, filling of Reply/Rejoinder/petitions	For SLP / Appeal 25,000/- +10% clerkage + up to 10% for other expenses subject to actual	Up to 20,000/- +10% clerkage + up to 10% for other expenses subject to actual	For Reference to DCDRF/LOWER Up to 10,000/- +10% clerkage + up to 10% for other expenses subject to actual
Lump sum for subsequent Pleading i.e. Drafting, filling of Reply or written submission, Interim Applications	For SLP / Appeal 15,000/- +10% clerkage + up to 10% for other expenses subject to actual	Up to 10,000/- +10% clerkage + up to 10% for other expenses subject to actual	For Reference to DCDRF/LOWER Up to 8,000/- +10% clerkage + up to 10% for other expenses subject to actual

* Any appellate forum shall be considered at par with High Court for instance DART, NCALT, Arbitrational Tribunal, IBC proceedings etc.

** Similar tribunal and subordinate courts shall be considered at par with District Courts for instance DRT, NCLT, including proceedings before Official Liquidator etc.

*** Per page means: contents in Legal size paper with Arial font of 11 size having margins of 2 cm on left and 1.5 cm for all other sides

Effective hearing: Effective Hearing means a hearing in which either one or both the parties involved in a case are heard by the court on the facts or Law of the case. If the case is mentioned by the other side and adjourned or when only directions are given or only judgement is pronounced by the court, the same would not constitute an effective hearing and on such dates no fee will be payable to the Senior Counsel.

Specific terms for Empanelment of Law firms

- i. The Law Firms shall not be empaneled for specific Court/Tribunal/Registry and shall accept the referrals in the absence of any reasonable cause.
- ii. The empanelment does not confer any right or claim that the Law Firms shall be entrusted to with the work by the BIRAC.
- iii. BIRAC reserves the right to verify/cross check the information furnished/submitted by the Law Firms.
- iv. In case of any misconduct, BIRAC will take appropriate action against Law Firm which includes filling complaint with Bar Council and recovery of financial loss caused to the BIRAC due to the misconduct of the law firm. Here the word misconduct will have the same meaning as has been defined under Advocate Act, 1961.
- v. The fees payable to the Law Firm shall be governed by the schedule of fee Structure given below and as amended from time to time.
- vi. That bills/invoices can be raised at the earliest after undertaking any task and in the same quarter as the clearance will be on quarterly basis. The invoices for activities undertaken after 15th of the last month of any quarter can be considered in the next quarter.
- vii. Any payment outside the fee structure can be made only on prior approval before such incurrence and post facto approval in case of exigencies by the competent authority of BIRAC.
- viii. Adjournments cannot be pressed in any case without prior permission of BIRAC.
- ix. The Law Firm is free to private practice which should not, however, interfere with or in conflict with the efficient discharge of its responsibilities as an empaneled law Firm of BIRAC.
- x. The Law Firms shall not advise any part or accept any case against the BIRAC.
- xi. If engagement of the services of an external source including any Senior Advocate or expert becomes essential, instructions from BIRAC should be taken in advance and their fees shall be payable through the Law firm. Fees shall be based on case to case approval.

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- xii. BIRAC or the law firm may discontinue the services under this empanelment by giving one month prior notice to other.
- xiii. Upon the conclusion of the task or withdrawal of the case by BIRAC or in case of out of Court settlement or discontinuation of empanelment, the Empaneled Firm undertakes to return the case file and the materials containing Confidential Information in Physical form handed over by BIRAC in relation to services or which was generated by the Empaneled Firm in the course of providing the services.
- xiv. Keep BIRAC informed regarding the development of each of the matter entrusted to it within 24 hours of the date of hearing.
- xv. BIRAC's name/logo/symbol in its letter head/signboard/nameplate/visiting card etc.

The Law Firm shall not accept such work where there is potential or actual conflict of interest. Non- disclosure may entitle removal of such Law Firm from the panel.

Rate Card -Finance Firms for FDD fee (exclusive of applicable taxes)

Sr. No	Particulars	Professional Fees
1.	Pre Sanction Site Visits for new Proposals	12,000
2.	Post Disbursement FDD visits for ongoing/completed projects	11,000
3.	Recovery Visits*	10,000
4.	Any other routine matter referred	5000-15000

* For Recovery visits, in addition to the above fee, 2% of the amount collected shall be payable.

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Annexure-I

Rate Card for CS in practice firms

Sl. No.	Professional Service	Professional Charges* <u>(exclusive of applicable taxes)</u>
1	Preparation, Pre certification and uploading of forms at MCA portal under the Companies Act.	Rs. 3000/- per form
2	Corporate Governance Compliance certificate as per DPE Guidelines.	Rs. 10,000/- per certificate
3	Inspection of Documents at MCA Website.	Rs. 2,000/- per company
4	Drafting and Vetting of various secretarial and legal documents.	Rs. 5,000/- per event.
5	Updation and maintenance of Secretarial Registers	Rs. 7,500/- per year
6	Professional Opinion on Company Law Matters.	Rs. 25,000/- per opinion
7	Guidance for Corporate law compliances and all the rules and guidelines applicable thereunder.	Case to case basis
8	Reserve Bank of India Compliances.	Case to case basis
9	MCA permissions and approvals required under the specific provisions of Companies Act	Case to case basis (Normally between 30,000-50,000 per approval)
10	Any other secretarial service.	Case to case basis.(on mutually agreed terms) *Plus applicable taxes. All out of pocket expenses and Statutory payments will be billed at actual.