

Expression of Interest (Eols) for Registration of Intellectual Property (IP)

At Entrepreneurship Development Institute of India (EDII)

Published By



**Entrepreneurship
Development
Institute of India
Ahmedabad**

ENTREPRENEURSHIP DEVELOPMENT INSTITUTE OF INDIA,
AHMEDABAD

Bid No: EDII/ADMN/IPFC/2024-2025/01

ENTREPRENEURSHIP DEVELOPMENT INSTITUTE OF INDIA (EDII)

(Via Ahmedabad Airport & Indira Bridge); P.O. Bhat 382 428 - Dist. Gandhinagar Gujarat

Phone: +91-79-6910 4900/4999/5000; Fax: +91 79 23969164; Email: admin@ediindia.org

Website: www.ediindia.org

The Institute Invites Quotations from agencies for the selection of Agency(ies)/ Institution(s) for taking up consultancy services for Intellectual Property (IP) Registration under Intellectual Property Facilitation Center (IPFC), at EDII sponsored by Ministry of MSME, Government of India

INTRODUCTION

Intellectual Property (IP) filing in Gujarat for MSMEs reflects a growing awareness and emphasis on protecting innovations among small and medium enterprises. With increased support from the state government and initiatives like the MSME IPFC scheme, there has been a notable rise in the number of MSMEs seeking to secure patents, trademarks, designs, and GIs. However, challenges such as limited awareness about the full benefits of IP protection, high costs associated with filing, and the complex legal procedures still persist. To address these issues, organizations like EDII, in collaboration with the Ministry of MSME, are actively working to provide guidance, financial assistance, and streamlined processes to encourage more MSMEs to protect their intellectual assets. This growing focus on IP filing is crucial for enhancing the competitiveness of Gujarat's MSMEs on a national and global scale.

Entrepreneurship Development Institute of India (EDII) invites Expression of Interest (EOI) to take up a consultancy service for Intellectual Property (IP) Registration of MSMEs under the Intellectual Property Facilitation Center (IPFC) at EDII sponsored by Ministry of MSME, Government of India under MSME Innovative Scheme for registering IPs for the next 3 years.

About EDII:

Entrepreneurship Development Institute of India (EDII), Ahmedabad, was set up in 1983 as an autonomous and not-for-profit Institute with the support of apex financial institutions – the IDBI Bank Ltd., IFCI Ltd., ICICI Bank Ltd., and State Bank of India (SBI). The Government of Gujarat pledged twenty-three acres of land on which stands the majestic and sprawling EDII Campus. EDII has been recognized as

the Centre of Excellence by the Ministry of Skill Development and Entrepreneurship, Govt. of India.

About the Project:

The MSME Intellectual Property Facilitation Center (IPFC) scheme, implemented by the Entrepreneurship Development Institute of India (EDII) and supported by the Ministry of MSME, Government of India, is designed to empower micro, small, and medium enterprises (MSMEs) by providing them with comprehensive support in managing their intellectual property (IP) assets. This scheme aims to enhance the competitiveness of MSMEs by offering services such as patent filing, trademark registration, design protection, and IP awareness programs. By facilitating access to these crucial services, the IPFC scheme helps MSMEs safeguard their innovations, thereby contributing to their growth and sustainability in the market.

IPFC is actively supporting the registration of various types of Intellectual Property (IP), including Patents, Design Registrations, Trademarks, and Geographical Indications (GI).

- **Patent:** The support covers both Domestic and International Patent applications. A legal right granted for an invention, giving the patent holder exclusive rights to use, manufacture, and sell the invention for a limited period.
- **Design Registration:** Protects the unique visual design of a product or its ornamental features, preventing others from copying or imitating the design.
- **Trademark:** A recognizable sign, logo, or symbol that distinguishes the products or services of one entity from another, ensuring brand identity protection.
- **Geographical Indication (GI):** A label used on products that have a specific geographic origin and possess qualities or a reputation inherent to that location, such as Gir Kesar Mango or Patan Patola.

These IP registrations safeguard innovations, designs, and brands, encouraging innovation and creativity within the entrepreneurial ecosystem.

Terms of Reference (ToR)

EDII invites sealed quotations from agencies for the “Intellectual Property (IP) Registration of MSMEs under MSME IPFC Scheme”.

The last date to submit the EoI is 19/11/2024 by 17.00 hours. EoIs received after the last date of submission will not be considered. The EoI document should be addressed to:-

Dy. CAO (Admin)

Entrepreneurship Development Institute Of India;

(Via Ahmedabad Airport & Indira Bridge); P.O. Bhat 382 428

Dist. Gandhinagar Gujarat – India

Guidelines on Bid submission:

1. All bids must be submitted in single envelopes containing Technical and Financial bids and super-scribed with EoI No. and title of the EoI i.e. “Selection of Agency(ies)/ Institution(s) for taking up of consultancy service for Intellectual Property (IP) Registration”.
 - i) Technical Bid: - should be super scribed with EoI No., the title of the EoI, and the word “TECHNICAL BID” (prescribed hereinafter).
 - ii) Financial Bid: - should be superscribed with EoI No., the title of the EoI, and the word “FINANCIAL BID” containing the rate quoted by the party duly signed by an authorized representative.
2. Loose papers shall not be accepted and outright rejected. Hard-bound copies only shall be accepted.
3. The Bid documents submitted must be without any overwriting, interlineations, corrections, double typing, etc. The Employer or its appointed committees may, however, at its discretion, consider any document with any overwriting or corrections if the same has been duly initialed and dated by the Authorized Representative of the Tenderer.

Sr. No.	Key Information	Details
1.	Bid document available to download	The document can be downloaded from 28/10/2024 from the website: www.ediindia.org
2.	Last Date and Time for submission of the physical documents	19/11/2024 by 17:00 PM Submitted to: DY. CAO (ADMIN) Entrepreneurship Development Institute of India (Via Ahmedabad Airport & Indira Bridge) P.O. Bhat 382 428 - Dist. Gandhinagar Gujarat
4.	Submission of Bid	The bid must be submitted in two sealed envelopes as follows: Envelope 1: Technical Bid Envelope 2: The Financial Bid Envelope 3: Keep envelope 1 and envelope 2
6.	Validity of the Bid	180 days from the bid submission date

Documents Submission along with the Bid Documents:

1. The bidders are to submit a requisite work done certificate/ report of a similar nature issued by the concerned authority, along with a copy of the work order.
2. The bidders must submit a copy of their Registration, PAN card, and GST.

QUALIFICATION

1. An organization/ society/ agency or entity with success stories that worked for more than 10 IP Registrations in any State.
2. An individual or entity contributed through awareness of IPR locally and internationally.
3. An organization, society, agency, or entity must have a minimum of 3 years of work experience in the field of Intellectual Property Rights (IPR).

SCOPE OF WORK

1. Collection of data from authentic sources or NGOs or Trusts or Inventors.
2. Preparation of appropriate documentation.
3. Interaction with the field level individuals.
4. Coordination with the officials of IPFC EDII.
5. Filing of application.
6. Due diligence and post filing procedures
7. Updating application status to IPFC EDII
8. Travelling and Interaction with the Community in case of GI

Confidentiality of Eol submissions:

The Contractor shall strictly treat and maintain the Employer's Confidential Information as "Confidential Information".

TERMS & CONDITIONS

1. The Rates quoted should be clearly written in figures and words as per MSME IPFC scheme guideline norms with the timeline. (More details related to the scheme may check at <https://innovative.msme.gov.in/Home/AboutIpr>)

The maximum financial assistance to the eligible application under the IPR component is as follows:

S. No.	Item	Maximum Financial Assistance
1.	Foreign Patent	Rs. 5.00 lakh
2.	Domestic Patent	Rs. 1.00 lakh
3.	GI Registration	Rs. 2.00 lakh
4.	Design Registration	Rs. 0.15 lakh
5.	Trademark	Rs. 0.10 lakh

The financial assistance for the reimbursement of expenditure incurred towards registration of patents/trademarks/Designs/GIs, will be a onetime support subject to condition that same has not been claimed by the applicant under any other scheme of Central Govt./ State Govt.

- Patent: The applicant may receive 100% reimbursement of the actual costs or expenses incurred towards the Patent registration with competent authority [including but not limited to facilitation fees, all government fees, design/ diagram and drawing fees, attorney fees, consultancy charges, prior art search and analysis charges, patent application drafting (provisional and complete specifications) charges, charges for patent application prosecution and hearings, examination and publication fees, fee and charges associated with PCT/international/foreign patent fillings, other incidental charges]. This should be duly supported by original invoices/bills/receipts with a maximum upper limit of Rs. 1 lakh for an Indian patent and up to Rs 5 lakh for a foreign patent. However, it will not cover the cost incurred on renewal of applications or any other expenditure incurred towards assignment of IP, correction in application etc.
- Trademark: The applicant may receive 100% reimbursement of the actual costs or expenses incurred towards registration of a trademark with competent authority (including but not limited to facilitation fees, all Government Fees, Attorney Fees, consultancy charges, Search Fees, application drafting charges, charges for TM application prosecution and hearing, Examination fees, fee and charges associated with international/foreign TM fillings, other incidental charges etc.) duly supported by original invoice/bills/receipts with a maximum upper limit of Rs. 10,000/- for each registered trademark irrespective of classes.
- Design: The applicant may receive 100% reimbursement of the actual costs or expenses incurred towards registration of a design with competent authority (including but not limited to facilitation fees, all Government Fees, Attorney Fees, consultancy charges, Search Fees, application drafting charges, charges for design application prosecution and hearing, Examination fees, fee and charges associated with international/foreign design application fillings, other incidental charges etc.) duly supported by original invoice/bills/receipts with a maximum upper limit of Rs. 15,000/- for each registered design irrespective of classes.
- Geographical Indication (GI): The applicant may receive 100% Reimbursement of the actual costs or expenses incurred towards registering the a GI with competent authority (including but not limited to facilitation fees, Attorney Fees, Maintenance Fees, all Government Fees, consultancy charges, application drafting charges, charges for GI application prosecution, hearing and meeting with GI registry/consultative group, expenditures incurred on information collection, GI logo charges, design/ diagram and drawing charges, scientific/lab testing, other incidental charges etc.) with a maximum

upper limit of Rs. 2 lakhs for each registered GI.

There can be any number of applications may be submitted by the MSME unit for reimbursement; however, the amount will be restricted to the ceilings as per table cited above for per IP registration.

2. The bid without the Cost of Bid document will summarily be rejected.
3. Travel and Stay should be part of the overall cost.
4. The vendor should agree to indemnify and hold harmless Customer (EDII) from all damages, costs, and expenses, including reasonable attorneys' fees arising out of any infringement or claim of infringement of patents, trademarks, or copyrights arising out of the use of any Products that are the subject of this Agreement.
5. The vendor shall be solely responsible for any breach of IPR if arising thereto. The Vendor shall indemnify and hold the Customer harmless of any and all breaches of IPR and/or any claims arising thereto.
6. Payment terms: One month after submission of the bill. The rates quoted should be all-inclusive and include GST. Submit a copy of Goods and Services Tax Registration documents along with your offer. The original invoice is to be submitted for release of payment. The invoice should contain invoice no., date, and GST number of both parties along with GST bifurcation, seal, and sign. The rates quoted should include consultancy fees, Government fees, and any other fees as required, as well as taxes, levies, etc. Details of break up should be given.
7. The successful firm/entity shall inform the authority from time to time about the progress of the work in writing.
8. No escalation of prices will be allowed in any circumstances.
9. TDS will be deducted as per the applicable rules.
10. Taxes, as applicable, will be deducted from the bill. The Tenderer shall be responsible for the taxes, duties, cess, fees, and other impositions payable by it under the Applicable Laws.
11. The authority reserves the right not to proceed with the bidding process at any time without notice or liability and to reject the bid without assigning any reason.
12. The successful bidder must execute an agreement with the undersigned. The EoI Bid Document itself will be a part of the Agreement.

13. The bid(s) received after the expiry of the deadline of the bid, as indicated in the EoI Notice, will not be entertained for evaluation.
14. The authority is not bound to allot the work to the lowest bidder.
15. The Agency should sign all the pages of the documents before submission as a token of having read & accepted the terms and conditions.
16. Any dispute, difference, or objection about any matter relating to this contract shall be referred to the Sole Arbitration of any person appointed by the EDII at the time of reference.
17. The Institute will NOT ACCEPT ANY EoIs THROUGH EMAIL.
18. Amendments to Notice Inviting EoI, if any, would be published on the website only and not in the newspaper.
19. EDII reserves the right to terminate the contract if the services are not found satisfactory by giving one month's notice, and if the party wants to terminate the contract, they will be required to give one month's notice in writing, giving reasons thereof.
20. EoI shall be submitted in the English language. All correspondence for the assignment shall be in English language.
21. Jurisdiction for all legal matters will be at Gandhinagar, Gujarat State.

Sd/-

Authorized Signatory

Annexure-1
DECLARATION
(On Agency / Institution letterhead)

To,

Location:

Date:

The Director-General,
Entrepreneurship Development Institute of
India (Via Ahmedabad Airport & Indira Bridge);
P.O. Bhat 382 428
Dist. Gandhinagar, Gujarat – India

Subject: Selection of Agency(ies) for taking up Intellectual Property (IP)
Registration of MSMEs under MSME IPFC Scheme.

Reference: EoI Document for Selection of Agency(ies) for taking up IP
Registration work of MSMEs under MSME IPFC Scheme at EDII.

Sir,

1. Dated....., I/we, having examined the offer Document and understood its contents, hereby submit my / our offer for the captioned assignment. The Offer is unconditional and unqualified.
2. All information provided in the Offer and the Appendices is true and correct.
3. This statement is made to qualify as an executor for undertaking the captioned assignment.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Offer.
5. I/ We acknowledge the right of the Authority to reject our offer without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last 03 (three) years, we have neither failed to perform on any contract, as evidenced by the imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. We certify that we have not been barred by the Government of Gujarat, any other State Government in India (SG), the Government of India (GoI), or any of the Agency(ies) of the Government of Gujarat /SG /GoI from participating in their projects.
8. I/ We have examined and have no reservations about the EoI Document, including

any Addendum issued by the Authority.

9. I / We do not have any conflict of interest per the Eol Document.
10. I / We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice in respect of any assignment issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State
11. I / We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf has engaged or will engage in any corrupt, fraudulent, coercive, undesirable, or restrictive practices.
12. I / We understand that you may cancel the Selection Process at any time and are not bound to accept any offer you may receive for the captioned assignment without incurring any liability to the Agency(ies).
13. I/ We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority, which could doubt our ability to undertake the captioned assignment.
14. I/ We further certify that about matters relating to the security and integrity of the country, we have not been charge-sheeted by any Agency of the Government or convicted by a Court of Law for any offense committed by us or by any of our Associates.
15. I / We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Agency/ Institution or in connection with the Selection Process itself, in respect of the captioned assignment and the terms and implementation thereof.
16. I/ We have studied the Eol Document carefully and understood the assignment's scope. We understand that we shall have no claim, right, or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection process, including the award of assignment.
17. I/we have quoted the fee/price after considering all the terms and conditions stated in the Eol document.
18. I / We agree and undertake to abide by all the terms and conditions of the Eol Document/ Declaration. In witness thereof, I/ we submit this Offer under and following the terms of the Eol Document.

Yours sincerely,

Authorized Signature with Seal Name of the Signatory:

Designation:

Name of Firm:

Address: Seal of the Bidder

AGENCY INFORMATION SHEET

1.	Name of the Agency	:	
2.	Address of Registered Office/Head Office: (With telephone no.)	:	
3.	Contact Person/Mobile No.	:	
4.	Email address	:	
5.	Year of Establishment	:	
6.	Constitution of the Organization/Society/Agency or Entity: (Public Ltd./Private Ltd./Partnership/ Proprietorship, etc.)	:	
7.	Name of the Proprietor/Partners/ Directors: (Strike out whichever is not applicable)	:	
8.	PAN card No.	:	
9.	GST Registration No.	:	
10.	Experience in a number of years	:	
11.	Annual Turnover of the firm during the last financial year. Attach a copy of the certified audited statement of accounts or a certificate of the agency's Chartered Accountants.	:	
12.	Attach a statement of employees, including technical and administrative staff, etc.	:	
13.	Attach a statement showing list of clients (Names, address, contact person's name and phone nos., etc.) (<i>please refer Annexure -II</i>)	:	

DETAILS OF WORK EXPERIENCE CERTIFICATES

Sr. No.	Name, Address, Contact Person & Phone No. of the Client	Date and No. of Completion Certificate	Date of Start	Date of Completion	Cost of Work on Completion	Reference and Page No. of Documentary Proof of the detail missing in completion certificate

FINANCIAL DETAILS

Sr. No.		1 st FY	2 nd FY	3 rd FY	4 th FY	5 th FY
		Rs. (In Lacs)	Rs. (In Lacs)	Rs. (In Lacs)	Rs. (In Lacs)	Rs. (In Lacs)
		a	b	c	d	e
1	Profit / Loss					
2	Gross Annual Turnover of Previous 5 Financial Years ending as on 31st March of last FY					
3	Average Annual Turnover for previous 5 financial years(Rs in Lacs) = $(a+b+c+d+e) / 5$					
4	Net Worth (paid up capital + reserves) as on 31st March of last FY					

The document is to be submitted in original in the letter head of CA

Signature of Tenderer with Seal

Signature of Chartered Accountant with Seal

Undertaking by the Service Provider

I/We have gone through the Eol terms and conditions and they are acceptable to us.

Place: Date:

Name:

Address:

.....

Signature:

(Signature of Authorized Person of Agency /Company with Official Seal)

Email: Mobile:

Financial Bid

Sr. No.	Name of the Activity	Per Unit Cost	Total amount in figures & words (Rs.)
1.	Domestic Patent		
2.	Foreign Patent		
3.	GI Registration		
4.	Design Registration		
5.	Trademark		

Signature:

(Signature of Authorized Person of Agency / Company with Official Seal)

Email:

Mobile:

Date:



VENDOR REGISTRATION FORM

ENTREPRENEURSHIP DEVELOPMENT INSTITUTE OF INDIA
 (Via Ahmedabad Airport & Indira Bridge),
 P.O. Bhat 382 428, Dist. Gandhinagar, Gujarat, India.

1	Name of the Vendor/Client (Please submit valid proof for the same)	
2	Type:	<input type="radio"/> Company <input type="radio"/> Firm <input type="radio"/> Proprietorship <input type="radio"/> Trust Others: Please Specify_____
3	Status of Vendor:	<input type="radio"/> Manufacturer <input type="radio"/> Authorized Dealer <input type="radio"/> Service <input type="radio"/> Stockist/ Traders Provider Others Please Specify_____
4	Registered Address:	
5	State	
6	Name Of Contact Person:	
7	Designation Of Contact Person:	
8	Contact Number:	
9	Official E Mail Address:	
10	PAN (Please attach copy for the same):	
11	Status of Vendor under GST:	<input type="radio"/> Registered <input type="radio"/> Un-registered
12	GST No./Provisional ID Number: (Please attach copy for the same)	
13	Payment Terms	
14	Are you associated or having relationship with any of the EDII employee?	<input type="radio"/> Yes <input type="radio"/> No
15	If YES, please provide the relationship details:	

16	Have you ever worked with the EDII before:	<input type="radio"/> Yes <input type="radio"/> No
17	If YES, please provide the reference of transaction done:	
18	Name of the Bank:	
19	Address of the Branch:	
20	Beneficiary Name: (The Bank account to which any payment will be made, preferably, should not be on Individual's name. In case of proprietorship proper KYC should be submitted where name must match with the name provided in 1st row)	
21	Bank Account No.:	
22	Bank Account Type:	
23	IFSC Code for RTGS/NEFT:	
List of Documents to be provided		
	1. Copy of PAN	
	2. Copy of GST registration Certificate (All 3 pages) - If registered under GST	
	3. Cancelled Cheque / Bank Passbook 1st page containing Bank details	
	4. If Company, Certificate of Incorporation	
	5. If Partnership firm / LLP, List of Partners	

Date: _____

Prepared by

Approved by