

LETTER OF INVITATION

Dear Sir,

Subject: National Consultancy for IPR Portfolio and Other Issues

1. You are hereby invited to submit technical and financial proposals for consultancy services required for [IPR Portfolio and Other Issues] which could form the basis for future negotiations and ultimately a contract between you and [IDP, GBPUAT, Pantnagar].
2. The purpose of this assignment is to:
 - a) To create an awareness about IPR for faculties and students of the University.
 - b) To conduct workshops, seminars and training course on IPR.
 - c) To impart training on future endeavors regarding patent filing processes.
 - d) To identify the potential areas of patent filing in the University across the disciplines.
 - e) Facilitate the filing of patents from the faculty and students of the University.
 - f) To support the activities related to IPR and patent on off-campus basis.
3. The following documents are enclosed to enable you to submit your proposal:
 - (a) Terms of reference (TOR) (Annexure 1);
 - (b) Supplementary information for consultants, including a suggested format of curriculum vitae (Annexure 2); and
 - (c) A Sample Form of Contract for Consultants' Services under which the services will be performed (Annexure 3).
4. The client has received (or, has applied for) a loan from the International Bank for Reconstruction and Development (IBRD)/ credit from the International Development Association (IDA) in various currencies toward the cost of 82.5 million US\$, and intends to apply a portion of this loan to eligible payments under this Contract. Payments by IBRD will be made only at the request of client and upon approval by IBRD/IDA, and will be subject, in all respects, to the terms and conditions of the Loan/ Credit Agreement. The Loan/ Credit Agreement prohibits a withdrawal from the Loan/ Credit Account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the client shall derive any rights from the Loan/ Credit Agreement or have any claim to proceeds.
5. In order to obtain first hand information on the assignment and the local conditions, it is considered desirable that you visit IDP Office, GBPUAT, Pantnagar before the proposal is submitted. You may meet the following officials:

(Name, address, telephone number/Fax number/telex number)
Dr. SK Kashyap, PI, IDP-NAHEP
Telephone : 7500241487 email : kashyapsk@gmail.com

Please ensure that advance intimation regarding your visit is sent to enable them to make appropriate arrangements.
6. **The Submission of Proposals:** The proposals shall be submitted in two parts, viz., Technical and Financial and should follow the form given in the "Supplementary Information for Consultants."

- 6.1 The "**Technical**" and "**Financial**" proposals must be submitted in two separate sealed envelopes (with respective marking in bold letters) following the formats/schedules given in the supplementary information for consultants. The first envelope marked "**Technical proposal**" should include the description of the general experience in the field of assignment, the qualification and competency for the assignment and the proposed work plan methodology and approach in response to suggested terms of reference. The first envelope should not contain any cost information whatsoever. The second envelope marked 'FINANCIAL PROPOSAL' must also be sealed with sealing wax and initialed twice across the seal and should contain the detailed price offer for the consultancy services.

You will provide detailed break down of costs and fees as follows:

- Remuneration;
- Reimbursables such as per diem, transportation etc.; and
- _____

Both the sealed envelopes should again be placed in a sealed cover which will be received in the office of the IDP, NAHEP, GBPUAT, Pantnagar upto 12.00 hours on 04th January, 2020.

7 **Opening of proposal**

The proposals (first envelope containing technical proposal only) will be opened by the Committee in IDP Office at 15.00 hours on 06th January, 2020. It may please be noted that the second envelope containing the detailed price offer will not be opened until technical evaluation has been completed and the result approved and notified to all consultants.

8. **Evaluation**

A two-stage procedure will be adopted in evaluating the proposals with the technical evaluation being completed prior to any financial proposals being opened. The technical proposals will be evaluated using the following criteria:

- (i) the consultant's relevant experience for the assignment (5 points);
- (ii) the quality of the methodology proposed (25 points); and
- (iii) the qualifications and experience of the consultant (70 points).

Curriculum vitae of consultant for assessing the qualifications and experience should be included with the proposal (in the format of the sample curriculum vitae). You will be rated in accordance with:

- (i) General qualifications - (30 points)
- (ii) Adequacy for the project (suitability to perform the duties for this assignment. These include education and training, length of experience on fields similar to those required as per terms of reference, type of positions held, time spent with the firm etc.) - (60 points)
- (iii) Language and experience in IPR and patenting process - (5 points)
- (iv) Involvement in skills transfer program and training ability - (5 points)

9. Deciding Award of Contract

Quality and competence of the consulting service shall be considered as the paramount requirement. The decision of the award of the contract would be as under:

- (a) Technical proposals scoring not less than 80 % of the total points will only be considered for financial evaluation.

The client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the Letter of Invitation and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening of Financial Proposals. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.

- (b) The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- (c) The evaluation committee will determine whether the Financial Proposals are complete [i.e., whether they have costed all items of the corresponding Technical Proposals; if not, the Client will cost them and add their cost to the initial price], correct any computational errors. The evaluation shall exclude local taxes. **The Client will select the lowest proposal ['evaluated' price] among those that passed the minimum technical score and invite them for negotiations.**
- (d) During negotiations the consultant must be prepared to furnish the detailed cost break-up and other clarifications to the proposals submitted by him, as may be required to adjudge the reasonableness of his price proposals. If the negotiations with this consultant are successful, the award will be made to him and all other consultants notified. If negotiations fail, and if it is concluded that a contract with reasonable terms cannot be concluded with this consultant, the consultant quoting second lowest cost will be invited for negotiations. This process will be repeated till an agreed contract is concluded.

- 10. Please note that the IDP, NAHEP Pantnagar is not bound to select any of the consultant submitting proposals.
- 11. It is estimated that about [120] man days of services will be required for the assignment and generally you should base your financial proposal on this figure. However, you should feel free to submit your proposal on the basis of man days considered necessary by you to undertake the assignment.
- 12. You are requested to hold your proposal valid for 90 days from the date of submission without change in the personnel proposed for the assignment and your proposed price. The IDP, NAHEP Pantnagar will make its best efforts to select an individual consultant within this period.
- 13. Please note that the cost of preparing a proposal and of negotiating a contract including visits to [IDP Office, Pantnagar], if any is not reimbursable as a direct cost of the assignment.
- 14. Assuming that the contract can be satisfactorily concluded in 24 months, you will be expected to take-up/commence with the assignment in February, 2020.

15. We wish to remind you that you and any manufacturing or construction firm with which you might be associated with, will not be eligible to participate in bidding for any goods or works resulting from or associated with the project of which this consulting assignment forms a part.

16. An invitation to submit the proposals have also been sent to the following individuals:

17. Tax Liability

Please note that the remuneration which you receive from this contract will be subject to the normal tax liability in India. Kindly contact the concerned tax authorities for further information in this regard, if required.

18. We would appreciate if you inform us by Telex/Facsimile/Email:

- (a) Your acknowledgment of the receipt of this letter of invitation; and
- (b) Whether or not you will be submitting a proposal.

Yours faithfully,



Manisha Rani
Procurement Officer, IDP (NAHEP)
University Centre, Pantnagar 263145,
U.S. Nagar, Uttarakhand
05944-233095

Enclosures:

- 1. Terms of Reference.
- 2. Supplementary Information to Consultants.
- 3. Draft contract under which service will be performed.

TERMS OF REFERENCE

The Terms of Reference are as follows :

1. Background- G. B. Pant University of Agriculture and Technology, also known as Pantnagar University, is the first agricultural university of India. It was inaugurated by Jawahar Lal Nehru on 17 November 1960 as the "Uttar Pradesh Agricultural University". The University initiated the higher education in agriculture on Land Grant Pattern for the first time in the country. The University intends to strengthen its teaching and research ecosystem through entrepreneurial focus and exposure of students to the international academic and research environment. The IDP project at Pantnagar has been initiated with that focus to strengthen teaching-learning environment through strategic interventions.

2. A concise statement of objectives: Institutional Development Plan (IDP) projects have been awarded to select accredited AUs with the following objectives

- Enhancing institutional and system management effectiveness
- Improve learning outcomes, employability and entrepreneurship of agricultural students
- Student and faculty development.

3. An outline of the tasks to be carried out-

- a) To create an awareness about IPR for faculties and students of the University.
- b) To conduct workshops, seminars and training course on IPR.
- c) To impart training on future endeavors regarding patent filing processes.
- d) To identify the potential areas of patent filing in the University across the disciplines.
- e) Facilitate the filing of patents from the faculty and students of the University.
- f) To support the activities related to IPR and patent on off-campus basis.

4. Schedule for completion of tasks

Time for completion of the task: Consultants to be engaged for 5 days per month on-campus for the consultation and guidance for the IPR portfolios and related issues under IDP which will be spanning for 24 months wherein services will be availed for 120 man days. Besides this, the consultant will be expected to guide and support the IPR activities off-campus on regular basis.

5. Data for Consultants:

- The available and standardized technologies/prototypes data set for assessing the possibility of getting patents.
- Dataset for identification of possible patents and copyrights.
- Dataset of experts and their specialization to consult and integrate.

Services for Consultants:

- Internet facilities
- Cloud Storage
- Access to Libraries
- Agriculture Data Repository Access

Facilities:

- Office Space
- Infrastructure
- Computer system in office

- Printer
- 6. Final outputs (reports, drawings etc.) that will be required of the Consultant**
To prepare patent proposals, and generate a database of possible patent filing options available in the University.
- 7. Composition of review committee and review procedure to monitor Consultant's work**
- Develop and implement policies and procedures pertaining to work done by the consultants.
 - Monitor consultant work to ensure the activities they are delivering to put into use, and also to see if any additional input is required to them to perform in best manner.
 - Create reports to update the consultant progress.

SUPPLEMENTARY INFORMATION FOR CONSULTANTS

Proposals

1. Proposals should include the following information:

(a) Technical Proposals

(i) Curriculum Vitae of Consultant (F-2).

(ii) An outline of recent experience on assignments/ projects of similar nature executed during the last three years in the format given in Form F-3.

(iii) Any comments or suggestions of the Consultant on the Terms of Reference (TOR).

(iv) A description of the manner in which Consultant would plan to execute the work. Work plan time schedule in Form F-4 and approach or methodology proposed for carrying out the required work.

(v) The Consultant's comments, if any, on the data, services and facilities to be provided by IDP, NAHEP, Pantnagar indicated in the Terms of Reference (TOR).

(b) Financial Proposals

The financial proposals should be given in the form of summary of Contract estimate in Form F - 5.

2. Two copies of the proposals should be submitted to Manisha Rani, Procurement Officer, IDP (NAHEP), Pantnagar.

3. Contract Negotiations

The aim of the negotiations is to reach an agreement on all points with the consultant and initial a draft contract by the conclusion of negotiations. Negotiations commence with a discussion of Consultant's proposal, the proposed work plan, and any suggestions you may have made to improve the Terms of Reference. Agreement will then be reached on the final Terms of Reference and the bar chart, which will indicate periods in months and reporting schedule. Once these matters have been agreed, financial negotiations will take place.

4. The Consultants should note that the Contract for this study will be with IDP, NAHEP Pantnagar. Payments to the Consultants will be made in accordance with an agreed estimated schedule, assuring the Consultants of regular deposits in local and foreign currency as long as the work proceeds as planned and invoices with relevant supporting documents are submitted for approval on a timely basis.

5. Review of reports

A review committee (to be restricted to three members) will review all reports of consultants (inception, progress, intermediate and draft final) and suggest any modifications/changes considered necessary within 15 days of receipt.

FORM NO.F-1

From

To

Sir:

Hiring of Short Term Individual Consultancy Services for IPR Portfolio and Other Issues

I _____ Consultant herewith enclose Technical and Financial Proposal for selection as consultant for IPR Portfolio and Other Issues.

I undertake that, in competing for (and, if the award is made to us, in executing) the above contract, I will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

Yours faithfully,

Signature: _____
Full name _____
and address: _____

FORM F-2

**FORMAT OF CURRICULUM VITAE (CV) FOR
CONSULTANT**

Name of Consultant: _____

Profession: _____

Date of Birth: _____

Nationality: _____

Membership in Professional Societies: _____

Key Qualifications:

[Give an outline of experience and training most pertinent to tasks on assignment. Describe degree of responsibility held on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____ **Date:** _____

[Signature of Consultant]

Day/Month/Year

Full name of Consultant: _____

FORM F-3

**ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST
3 YEARS**

1. Outline of recent experience on assignments of similar nature:

<u>Sl.No.</u>	<u>Name of assign- ment</u>	<u>Name of project</u>	<u>Owner or sponsoring authority</u>	<u>Cost of assign- ment</u>	<u>Date of commencement</u>	<u>Date of completion</u>	<u>Was assign- ment satisfac- torily complete d</u>
1	2	3	4	5	6	7	8

Note: Please attach certificates from the employer by way of documentary proof. (Issued by the Officer of rank not below the rank of Superintending Engineer or equivalent.)

FORM F-4

WORK PLAN TIME SCHEDULE

A. Field Investigation

Sl. No.	Item	Monthwise Program											
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th

B. Compilation and submission of reports

1. Draft Final Report
2. Final Report

C. A short note on the line of approach and methodology outlining various steps for performing the assignment.

D. Comments or suggestions on "Terms of Reference."

FORM F-5

Cost Estimate of Services

Remuneration

Consultant Name	Daily (Monthly) Rate (in currency)	Time Spent Working Days (Months)	Total Cost (in currency)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
		Sub-Total (Remuneration)	_____

Out-of-Pocket Expenses² :

	Room Cost	Subsistence	Total	Days	Total Cost
a) Per Diem ³ :					_____
b) Air fare:					_____
c) Lump Sum Miscellaneous Expenses ⁴					_____
		Sub-Total (Out-of-Pocket)			_____

Total Estimate: _____

Consultancy Services

Tax @% _____

² Reimbursable at cost with supporting documents/receipts unless otherwise specified.

³ Per Diem is fixed per calendar day and need not be supported by receipts.

⁴ To include reporting costs, visa, inoculations, routine medical examination, minor surface transportation and communications expenses, portorage fees, in-and-out expenses, airport taxes, and such other travel related expenses as may be necessary.

Consulting Services

Draft Letter of Contract for Short Term Assignments of Individual Consultants

Subject: (Name of Assignment)

(Name of Consultant)

We herewith confirm your consulting appointment to carry out the above-mentioned assignment specified in the attached Terms of Reference.

For administrative purposes (Name of responsible staff of Borrower) has been assigned to administer the assignment and to provide the Consultant with all relevant information needed to carry out the assignment. The services will be required in (Name of Project) for about _____ days/months, during the period from _____ to _____. These dates are estimates and (Name of Borrower) may find it necessary to postpone or cancel the assignment and/or shorten or extend its duration. However, every effort will be made to give you, as early as possible, notice of any such changes. In the event of termination, the (Name of Consultants) shall be paid for the services rendered for carrying out the assignment to the date of termination, and will provide the (Name of Borrower) with any reports or parts thereof, or any other information and documentation gathered under this Contract prior to the date of termination.

This Contract, its meaning and interpretation and the relations between the parties shall be governed by the law of union of India.

Set out below are the terms and conditions under which you have agreed to carry out the assignment for the (Name of Borrower). The services to be performed, the estimated time to be spent, and the reports to be submitted will be in accordance with the attached Terms of Reference.

This Contract will become effective upon confirmation of this letter by you and will terminate on _____, or such other date as mutually agreed.

Payments for the services will not exceed the total amount indicated in the attached cost estimate for the assignment.

You will be paid monthly as follows within 30 days' of receipt of invoice, a fee at the rate of (Currency, Amount) per working day [month] as follows :

Currency : _____ Rate : _____ Per : _____

The above fee will include all overhead and any taxes imposed. The Client will perform such duties, in regard to the deduction of such tax, as may be lawfully imposed.

In addition, the (Name of Client) will reimburse the cost of mobilization and demobilization in connection with this assignment. You will receive a per diem of (Currency, Amount) per calendar day spent in (Name of Country). The per diem which is given in the attached cost estimate, covers all the costs of lodging, meals, subsistence and travel incurred while undertaking the assignment.

You will be responsible for appropriate insurance coverage. In this regard, you shall maintain medical, travel, accident and third-party liability. You shall indemnify and hold harmless, the (Name of Client) against any and all claims, demands, and/or judgements of any nature brought against the (Name of Client) arising out of the services under this Contract. The obligation under this paragraph shall survive the termination of this Contract.

All materials produced or acquired under the terms of this Contract written, graphic, film, magnetic tape or otherwise shall remain the property of the (Name of Client). The (Name of Client) retains the exclusive right to publish or disseminate reports arising from such materials. The rights and duties provided for in this paragraph shall continue, notwithstanding the termination of this Contract or the execution of its other provisions.

You will carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment, and will conduct yourself in a manner consistent herewith.

You will not assign this Contract or sub-contract or any portion of it without the Client's prior written consent.

You should agree that, during the term of this Contract and after its termination, you and any entity affiliated with you, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

You will also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this Contract, shall be, for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the (Client) written permission.

Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with Arbitration & Conciliation Act 1996.

Read and Agreed

Place:

Signature & Name of Consultant

Date:

Signature & Name of Client's

Representative

LIST OF ANNEXES

Annexure A – Terms of Reference and Scope of Services

Annexure B – Consultant's Reporting Obligations

Annexure C – Cost Estimates of Services, List of Personnel & Schedule of Rates

Cost Estimate of Services

Remuneration

Consultant Name	Daily (Monthly) Rate (in currency)	Time Spent Working Days (Months)	Total Cost (in currency)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
		Sub-Total (Remuneration)	_____

Out-of-Pocket Expenses:¹

	Room_Cost	Subsistence	Total	Days	Total Cost
a) Per Diem ² :					_____
b) Air fare:					_____
c) Lump Sum Miscellaneous Expenses ³ :					_____
		Sub-Total (Out-of-Pocket)			_____

Total Maximum Payment: _____

Consultancy Services

Tax @ % _____

¹ Reimbursable at cost with supporting documents/receipts unless otherwise specified.

² Per Diem is fixed per calendar day and need not be supported by receipts.

³ To include reporting costs, visa, inoculations, routine medical examination, minor surface transportation and communications expenses, portage fees, in-and-out expenses, airport taxes, and such other travel related expenses as may be necessary.