

# **Bidding Document for Transfer of Patented Technologies of G.B.P.U.A&T., Pantnagar**



**Intellectual Property Management Centre**  
G.B. Pant University of Agriculture & Technology,  
Pantnagar-263 145

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# Chapter-I

## INTRODUCTION; DEFINITIONS AND INTERPRETATION

### INTRODUCTION

G.B. Pant University of Agriculture & Technology, known worldwide as the birth place of the Green Revolution in India has been actively committed itself to research and education and has as many as 253 varieties of crops and numerous spectacular inventions, some of them patented and many of them in pipeline for patents to its credit. For larger benefits from the research of this University to society, the University has decided to commercialize, the patented technologies and for this purpose an appropriate framework for technology transfer has to be created at the University so as to facilitate buyers of the patented technologies without hassle. This document is a one of the steps in this direction.

### A. DEFINITIONS AND INTERPRETATION

The following words job-title and phrases shall have the meanings hereby assigned to them except where the context otherwise requires.

A.1: **University:** University means Govind Ballabh Pant University of Agriculture & Technology (GBPUA&T), Pantnagar established under an Act of the State of Uttarakhand for the establishment of the GBPUA&T, Pantnagar.

A.2: **Vice-Chancellor:** The chief statutory authority of the University and the final arbiter in matters of technology transfer, be it a patent or a variety of plants developed at the University or an organism or a consortia there of patented by the University.

A.3: **Comptroller:** Head of Finance Division of the University and repository of payments made by assignees, licensees, purchasers of Technologies of the University. All cheques meant for the University should be issued in his favour.

A.4: **IPMC:** Intellectual Property Management Centre (IPMC), established for facilitating development, protection, maintenance and transfer of intellectual properties of the University.

A.5: **CEO :** Chief Executive Officer of Intellectual Property Management Centre, designated and authorized by the Vice-Chancellor to receive applications from interested parties for purchase of technologies from the University, process the same and put up for approval of various actions, necessary in this regards initiate

proceedings for transfer of technologies of the University in matters of initiating correspondence, compiling details of bidding document advertisement and publicity of technologies of the University.

A.6: **University Representative:** Any person of the University authorized by the Vice-Chancellor to represent the University in matters of correspondence, discussion and finalization of contract pertaining to technology transfer.

A.7: **Contractor:** The person/company/organization submitting the bids for technology transfer from the University.

A.8: **Contractor's Representative:** A person duly authorized by a competent authority of the company/organization of the contractor.

A.9: **Implementation Schedule:** A statement indicating steps and duration involved in technology transfer after the award of the bid.

## **B. INTERPRETATION:**

### **B.1: *Governing Language***

The governing language for the bids and contract shall be English. All contract documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the contract shall be written in English and the contract shall be construed and interpreted in accordance with the grammar of English language.

### **B.2: *Entire Agreement***

The contract constitutes the entire agreement between the University and the contractor with respect to the subject matter of the Contract and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of the Agreement.

### **B.3: *Amendments to the Contract***

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract and is signed by a duly authorized representative of each parties hereto.

### **B.4: *Independent Contractor***

The Contractor shall act as an independent contractor performing the Contract. The Contractor shall not create any agency, partnership, joint ventures or joint relationship between the parties, outside the contract in matter of technology under reference.

### **B.5: *Waiver of Sovereign Immunity***

The University and the contractor hereby represent and warrant that this Contract is a commercial act and that neither the University nor the Contractor is entitled to claim immunity from any legal action or proceeding with respect to itself or any of its properties or assets in relation to the enforcement of this Contract on the ground of sovereignty or otherwise under any law. To the extent that the University or the Contractor, or any of its properties or assets has or herein after may acquire any right to immunity from set-off, legal proceedings or action, attachment whether prior to judgment or otherwise, or execution of judgment on the ground of sovereignty or otherwise, the Contractor and the University each for himself and his properties and other assets hereby irrevocably waives such right to immunity in respect of his obligations under this Contract.

### **B.6: *Notices***

Any notice to be given under the Contract shall be given by sending the same by personal delivery, post, courier, telefax or e-mail to the address of the relevant party set forth below:

#### **To the University:**

Attn:

The Chief Executive Officer,

Intellectual Property Management Centre, PGPGR Building

G.B. Pant University of Agriculture and Technology, Pantnagar,

Distt.- U.S. Nagar- 263145

- Any notice sent by telefax or e-mail shall be confirmed after dispatch of notice sent by post. Any notice delivered personally or sent by telefax or e-mail shall be deemed to have been delivered on the date of its dispatch.
- Either party may, by notice to the other party in writing, change its postal, or telefax / e-mail address for receipt of such notice.
- In this connection, notices shall include any instructions, orders and certificates to be given under the Contract.

### **B.7: *Subject Matter of Contract:***

The contract will involve conditions of transfer of technologies, date and time of transfer, amount of license fee, royalty and other things deemed fit at time of finalizing the contract document.

## Chapter-II

### INSTRUCTIONS TO BIDDERS

1. The bidder must explicitly mention the name of the technology for which the bid is being submitted
2. The bidder must state name of the firm, names of owners and promoters, place of existing business, main line of activity, place, date and authority where his/ their present business is established, together with number of years since when the firm has been in the business of present line of activity.
3. The bidder should indicate his main line of activity.
4. The bidder should also indicate whether the technology under reference will be his main activity,

Or

the business in the technology under reference will be a subsidiary activity, as a part of his Diversification of Business strategy.

5. The bidder should indicate the place where the items of technology under reference will be produced/ manufactured.
6. The bidder should confirm details called for in the subsequent chapters of the bid correctly, easily verifiable and preferably with proofs.
7. The bidders should submit details of the bid with in the period stipulated, for it.
8. Earnest money of Rs. 10,000/- should be paid by draft in favour of Comptroller of the University, drawn on SBI/UCO Bank/ Punjab National Bank, Union Bank of India, Pantnagar.
9. The bid should be submitted in two parts (i.) Technical bid (ii) Financial bid. While the Technical bid may be developed by with reference to details and strength of the company as called for in Chapters-III, IV & V, the Financial bid may be made on the lines of the information given in Chapter-VI.

Each of these bids should be submitted under separate cover marked appropriately as **“Technical Bid for the patent namely .....”**  
or **“ Financial Bid for the Patent namely .....”**

**10. Cost of Bidding:** The bidder shall bear all costs associated with the preparation and delivery of his bid and the University will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

The bidders shall be able to create the bid only after payment of Bidding fee of Rs. 1000/- . The bidders may submit the bid alongwith either cheque or draft payable at par at SBI/UCO/PNB/UBI, Pantnagar.

**11. Refund of fee :** The bidding fee will be non-refundable.

**12. Assurance:** The successful bidder will be required to give satisfactory assurance of his ability and intention for purchase of patented technology and its use pursuant to the Contract, within the time set forth therein:

**13. Responsibility of Bidder:** The bidder is expected to examine the Bidding Document, including all instructions, forms, terms, specifications and drawings. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will result in the rejection of the Bid.

#### **14. Clarification of Bidding Documents**

Prospective bidders requiring clarification of the Bidding Documents may write to the CEO, IPMC of the University for clarification.

#### **15. Amendment / Addendum of Bidding Documents**

At any time prior to the deadline for submission of bids, the University may, for any reason, whether on its own initiative or in response to clarification(s) request by prospective bidder(s), modify the Bidding Document through amendment(s)/addendum.

- In order to allow prospective bidders reasonable time in which to take the amendments/addendum into account in preparing their bids, the University may allow two weeks' time to bidders for submission of bids after issuance of such amendment / addendum.

**16. Language of Bid:** The Bid prepared by the bidders and all correspondence and documents relating to the Bid exchanged by the Bidder and the University, shall be

written in the English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English, in which case, for purposes of interpretation of the bid, the translation shall prevail.

17. Two Bid Systems shall be followed. The bids can be submitted only in the name of the Bidder. The University will not be responsible for the loss of the document or for the delay in postal transit for submission of Physical document against the bid. Bidders shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also the source of his authority to bind the bidder. The copy of power of attorney or authorization or any other document constituting adequate proof of the authority of the signatory to bind the bidder shall be annexed with the bid. The University may reject outright any bid unsupported by adequate proof of the signatory's authority.

## **18. Intellectual Property:**

### ***18.1: Secrecy***

The Contractors or their personnel, agents or any Sub-contractor shall not divulge to any one (other than persons designated by the party disclosing the information) any information designated in writing as confidential and obtained from the disclosing party i.e. the University during the course of the execution of contract and in the course of commercial production of the technology under reference so long as and to the extent that the information has not become part of the public domain.

### ***18.2: Contractor's Representative***

The Contractor's Representative should have all the powers required for the transfer of technology. The Contractor's Representative shall liaise with the CEO, IPMC of the University for the Proper Coordination and timely transfer of the technology on any other matters pertaining to this work.

**19. Disputes:** Disputes if any will be settled under the jurisdiction of the District Court Udham Singh Nagar, Uttarakhand, India

# Chapter-III

## CONDITIONS OF CONTRACT

### A. Conditions

1. The bidder must mention details about the firm as under :
  - i. Name of firm
  - ii. Main line of activity (i.e. products manufactured)
  - iii. Year of establishment
  - iv. No. of years in the business
  - v. Subsidiary activities of the firm, if any  
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.....
  
2. Name(s) of proprietors/promoters of the firm with their addresses with pin codes and contact numbers/mobile number.
  - i.) .....  
.....
  
  - ii.) .....  
.....
  
3. The bidder has to write the name of the University on each of the item manufactured, on the carton and on the bottle in which the product of the technology under reference has been supplied in the style as “Designed and developed by G.B. Pant University of Agriculture & Technology”
  
4. The bidder will also write his complete address on the article of manufacture on the carton or the bottle or any container in which the product of the technology has been supplied in the style “Manufactured by .....
  
5. The interested party should preferably have been in the business of manufacturing/production for at least 5 years. The selected firm will have to submit proof of Annual Turn Over. Sales Tax Certificate and Income Tax Returns for the last 3 years of their business along with the application. The firm has also to submit a certificate of undertaking on a non-judicial stamp paper of Rs. 100/- that the firm has not been blacklisted by any organization in India.

6. The name of place, date and authority where the firm has been registered for carrying out the present business must be indicated.
7. The EMD will be refundable in case of failed bids and retained in case of successful bids for the performance security.
8. The University reserves the right of rejection if the firm is found unsuitable in its conduct in compliance of instructions, without citing any reason.
9. All the cases of arbitration will be under the jurisdiction of the District Court at Udham Singh Nagar in the State of Uttarakhand.
10. The bidder must agree to enter into Agreement and Deeds of Assignment, mortgage and Licenses as deemed fit or prescribed after the publication of EOI in the News papers by the University.
11. The bidders should agree and confirm that he/they will attend the meetings convened by the University at their own cost at the University or any place selected by the University for the purpose of technology transfer.
12. The bidder must agree to furnish details as called for in Chapters-IV, V & VI of this document and try to incorporate them in Technical bid and Financial bid, wherever applicable.
13. The bidder shall not engage any independent contractor for the working of the technology under reference.

**B. CORRESPONDENCE**

***B.1: GENERAL***

The objective of this section is to establish a flow of correspondence in order to direct the various forms of correspondence through desired channels thereby keeping all concerned informed as to the development pertaining to transfer of a technology from the University. Correspondence will normally be exchanged between The Chief Executive Officer, Intellectual Property Management Centre, PCPGR Building, G.B. Pant University of Agriculture and Technology, Pantnagar, Distt.- U.S. Nagar- 263145

***B.2: HEADING***

A uniform system of correspondence heading is suggested as follows:

**Letter No.**

**Date:**

**Title of Patent:** .....

.....

# Chapter-IV

## SCHEDULE OF REQUIREMENTS

### 1. Existing Manufacturing Facilities with the Bidder

- i.) Whether the bidder has adequate manufacturing facilities of the technology under reference?
- ii.) If the answer above is 'No', please indicate how the item of patented technology is planned to be manufactured.

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.....  
.....  
.....

- iii.) If the technology under reference calls for upscaling how this is planned by the bidder.

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.....  
.....

- iv.) Whether the bidder has enough space in the existing premises of production for installing the upscaling facilities of the technology?

**Yes/No**

- v.) If the answer at item no. (iv) above is 'Yes', please indicate the area (length & width in meters)

- vi.) If the answer at item no. (iv) above is 'No' please indicate whether the company plans for arranging the required space for up-scaling? If 'Yes' please indicate the plan and date by which the space for upscaling would be available.

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.....

### 2. Laboratory Facilities with the Bidder

- i.) Whether the bidder has adequate lab facilities to process and test the quality of material required in the production/manufacturing of the patented technology?

**Yes/No**

- ii.) If the answer above is yes, please indicate the particulars as called for follows:

**2.a. Details of Scientific Staff**

- Name, qualification and designation of the Head of the Lab
- No. of scientists working with the head of the lab and their qualifications in the space as below:
  - i.
  - ii.
  - iii.
  - iv.
- No of technicians posted in the Laboratory

**2.b.** Laboratory Equipment (Please indicate the lab equipment, their number and other features)

**2.c.** In case, the firm does not have a laboratory, what are its plans for the alternatives, thought of for testing quality etc. of the technology? Also please indicate the likely time by which the lab will be setup as under:

- i.) Within six months of the signing of the contracts
- ii.) Within nine months of the signing of contract
- iii.) Within one year of the signing of contract

**3. Transport Arrangements**

**4. Storage Arrangement**

**5. Marketing Arrangement**

- i. Details of credit proposed to be raised and name(s) of bankers
- ii. Details of sales net work, if any, proposed to be utilized in the marketing of the patented technology.

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.....  
.....

## **6. Upscaling of Technology through University**

- i. Whether the Bidder proposes to take help from the University Scientists/Inventors in upscaling the patented technology? **Yes/No**
- ii. If the answer above is 'Yes, whether the bidder is prepared to pay remuneration to the University for this service as fixed by the University. **Yes/No**

## **7. Help from the University in upscaling of the Patented Technology**

Help from the University may involve either imparting skill to the staff of the bidder at the site of the factory or visit of the staff of the bidder to the labs of the concerned inventors of the patented technology for acquiring the necessary skill for upscaling of the technology or both. All the three situations, may be made available to the bidder; of course, at suitable prices with the bidders consent.

- i.) Whether the bidder is prepared to pay remuneration for the visit of the University scientists to the site of production at the remuneration fixed by the University? **Yes/No**
- ii.) Whether the bidder is prepared to pay the charges fixed by the University for imparting necessary skill needed in the production of the patented technology? **Yes/No**

# Chapter-V

## SPECIFICATIONS OF ALLIED TECHNICAL DETAILS

The bidder should have necessary skill and facilities for the manufacturing of the items of the technology under reference. The requirements are presented below:

### A. **Factory**

The bidder should have a factory already installed for the technology under reference and present the salient details of the factory as under:

#### a. **Details of factory :**

- i. Area in which factory constructed (sq. meter)
- ii. Year in which factory was constructed .....
- iii. Number of personnel

#### b. **Position of Power Supply:**

Please indicate if power is regularly available and also the load sanctioned and adequacy.

#### c. **Storage Arrangement:**

Indicate the storage arrangement of the raw material and also of the item manufactured and adequacy thereof in the space below:

.....  
.....

#### d. **Alternative to Factory**

In case the bidder does not have a factory, state the alternative he has to manufacture the items of technology under reference. Please state the proposed arrangements below:

.....  
.....

#### e. **Bankers**

- i. Name & address :
- ii. Loans
  - a.) Term Loan Amount
  - b.) Cash Credit Limit
- iii. Whether banking facilities are adequate?

**f. Laboratory Equipment**

The laboratory equipment required for various technologies are mentioned below:

**D.1: Equipment Required for Microbiological Inventions:**

- i. **Scientific Staff:** (The Head of the lab must be a Ph.D in Microbiology)
  - a.) Name of the Head of the Lab and his/her educational qualification
  - b.) Lab Asstt.(s) .....
    - 1. ....
    - 2. ....
- ii. **Lab equipment:** The Company must have the following equipment
  - a. Lamina Bench
  - b. Centrifuge
  - c. Vertex
  - d. Incubator
  - e. Please specify the facilities for keeping the culture at (-) 80<sup>0</sup> (minus eighty Degrees) temperature

**D.2: Lab Requirement for Epoxy Nano Composite :**

- i. **Scientific Staff :** (The Head of the lab should be a Ph.D. in Chemistry)
- ii. **Equipment :** A high pressure reaction or high pressure autoclave with capacity to create pressure of 4500 PSR or 250<sup>0</sup>C.

**(Note: Details called for at item D-1 are illustrative and not specific and exhaustive. These are essential for inventions relating to Micro-biology; details call for at item D-2 are again illustrative for inventions relating composites in Chemistry. The bidders may note to provide details related to technology under transfer appropriately or as deemed fit on the above lines).**

# Chapter-VI

## PRICE SCHEDULE

### 6.1 Pricing of the Technology

As the technology under reference is unique and that is the reason why a patent has been granted/obtained, the technology has to be priced on the basis of its uniqueness, cost of development of the technology, market demand and expected returns during the period of protection. The cost of development includes years of involvement of the concerned inventor(s) in research and development. For example if a technology has been developed after 10 years of rigorous research by a University Professor and his laboratory staff, the cost of the development of the technology may be estimated at least Rs. 50 lakhs. This is just an example for the guidance of the bidders. In case the market demand for the patented technology is high, it may be priced upward the cost of development. The bidder however is free and independent to quote the price of technology in his bid.

### 6.2 Payment for the Technology Transfer

**6.2.1** The bidder can pay for the technology on a lump sum basis if no further assistance is perceived to be required from the University. In case further assistance from the University is required either for upscaling or for providing some skill for the working of technology, he may opt for a payment in installments. In the latter case, he has to give a breakup in at least two parts as under:

- a) Price for the Patented technology
- b) Price for Upscaling
- c) Price for acquiring skill from the University by his staff

**6.2.2** In case the bidder is not sure of the amount to be quoted for 1(b) & 1(c) above, he may request the University to indicate the minimum charges. However, it is advisable to quote bare minimum amount which he will be prepared to pay in respect of these items.

**6.2.3** For ensuring upscaling of the technology or acquiring skill for the working of the Technology he agrees to sign a memorandum of the agreement as specified/prescribed by the University.

## **Chapter-VII**

### **CONTRACT FORMS**

Contract will be signed by the bidder/contractor coming up with best bid. Contract would be in the form of Agreement(s) and Deeds, depending upon the nature of technology transfer. If the technology transfer involves a license for specified purpose, then agreement for license will be signed. The licenses could be (i) Exclusive or Limited (ii) Express or Implied. If the technology transfer involves transfer of interest, then Deeds for legal assignment or equitable assignment and mortgage will be signed by both the parties viz. contractor and the University. Model draft forms of Agreement and Assignment have been presented at Annexures I & II on the next pages. It may be noted that the contract forms or Agreements will be modified depending upon the nature of request, made by the bidder. The contract forms at Annexure-I & II are illustrative.

**MEMORANDUM OF AGREEMENT**

(Indicative for commercial production of G.B.P.U.A&T, Pantnagar designed equipment by private/public enterprises;  
Case-specific MOAs may be suitably developed)

**This Memorandum of Agreement** is made on this \_\_\_\_\_ day of the \_\_\_\_\_  
20\_\_\_\_\_,

BETWEEN

The G.B. Pant University of Agriculture & Technology, Pantnagar University establishment under an Act of the State of Uttarakhand

AND

M/s \_\_\_\_\_ with Shri \_\_\_\_\_  
as the authorized signatory hereinafter referred as the manufacturer or its authorized representative as the second party.

**2. General**

The G.B. Pant University of Agriculture & Technology, Pantnagar is engaged in research and development in the field of agriculture. The University has developed several agricultural tools, implements, equipment and processes that are required to be manufactured and adopted by the manufacturers so that these are available to farmers/entrepreneurs/consumers. The University is desirous of establishing close linkage with manufacturers who are willing to manufacture and maintain the quality of the equipment, protect the intellectual property rights and are willing to upgrade the quality or any design changes as may be required from time to time in consultation with the Institute. The modalities of this activity shall be as follows:

2.1 The University shall identify suitable manufacturers who can take up production of University technologies/equipment.

2.2 The University may transfer the patented technology either on payment on a lumpsum basis if no further assistance from the University is required in future or in installment incase assistance for upscaling of the technology or for acquiring skill for the working of the technology is required by the manufacturer in future. The

University may agree to provide assistance for upscaling or for skill development only on the express request of the manufacturer.

2.3 The University may provide guidance wherever required and help the manufacturer to manufacture the University equipment using proposed material and maintaining specifications, quality and performance on the express request of the manufacturer on a mutually settled terms.

2.4 Whenever required, the manufacturers shall be guided to adopt appropriate production/manufacturing process, jigs, fixtures, special tools etc. for production of University technologies/equipment maintaining quality.

2.5 Specialized training programmes of short duration may be arranged by the University on request of the manufacturer for which training cost, as decided by the University shall be borne by the manufacturer.

### **3. Agreement**

The University and the manufacturer shall sign this agreement to maintain close liaison and co-operation for taking up production of University developed equipment or technologies promoted by the University for which the University shall provide necessary know-how and guidance for commercial prototype production on payment of institutional fee and training fee as specified or as decided by the University. The other terms and conditions shall be as follows:

**3.1 Institutional Fee-** Manufacturer, may sign the MOA by paying a token Institutional Fee (non-refundable) of Rs. \_\_\_\_\_ for manufacture of identified University equipment. The MOA shall be valid for a period of three years from the date of signing the MOA.

**3.2 Technology selection-** Every manufacturer may indicate the list of University technologies that he wants to manufacture. The University reserves the right to allot designs of equipment to different manufacturers.

**3.3 Technology details-** The University shall make available on cost basis the details of the technology in the form of prototype and/or manufacturing drawings, specifications and other technical details for commercial prototype development or manufacturing of the prototype.

**3.4 Royalty -** The manufacturer shall pay royalty @2.5% of the specified price in the price list for the sale of each machine sold by him.

**3.5 First sample prototype -** A manufacturer, making a University machine on order for the first time, has to get the prototype inspected and approved by the University .

**3.6 Manufacturing facilities-** The manufacturing facilities, track record etc. of a manufacturer shall be considered for entering into MOA by the University for a particular machine.

**3.7** The agreement can be terminated if there is any violation of the terms and conditions, quality and timeliness etc. as may be determined by the University .

**3.8 University-** core research facilities shall be allowed to be used by the manufacturer on express request.

**3.9** The Intellectual Property Rights shall lie with University until the patent has been assigned by the University.

**3.10** The manufacturer will not license the University technology to another party.

**3.11** Third party responsibility shall not lie with University.

#### **4. Duration**

The MOA shall be valid for three years. On expiry of the contract the University and manufacturer may enter into the contract for another three years by signing fresh MOU and on payment of the Institutional fee by the manufacturer.

#### **5. Amendment to the MOA**

During operation of the agreement, if in the opinion of both the parties some alterations or modifications of the MOA is considered essential, these may be mutually discussed and agreed upon in writing.

#### **6. Disputes**

Any dispute arising out of during operation of the MOA shall be settled through mutual consultations and agreement. However the final decision of University shall be binding. In case it is not settled and any legal action is contemplated, this has to be within the jurisdiction of the District Court of Udham Singh Nagar.

Signatures

Signatures

For the Manufacturer  
Authorized Signatory

For the University

Date :

Witness:

**DEED OF ASSIGNMENT OF PATENT**

This deed of assignment of patent is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between Chief Executive Officer, Intellectual Property Management Centre, G.B. Pant University of Agriculture & Technology, Pantnagar (hereinafter referred to as "Assignor" which term shall include his, successors and legal representatives) of the one part and \_\_\_\_\_ (hereinafter called the 'Assignee') which term shall include his heirs, successors and legal representatives) of the other part.

WHEREAS the assignor being patentee of the invention viz., \_\_\_\_\_ AND WHEREAS the assignor has got registered the patent and the registration No. of the same is \_\_\_\_\_ dated \_\_\_\_\_ in the office of \_\_\_\_\_ and accordingly the assignor/patentee has got exclusive right and authority for using the same for ..... Years subject to payment of fixed fee as per provisions of law.

AND WHEREAS the assignor has agreed to assign and the assignee has agreed to purchase the benefits of the said patent against a consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

NOW THIS DEED OF ASSIGNMENT WITNESSES that the assignor after having received the agreed sum of Rs \_\_\_\_\_ against issue of proper receipt for the same, admits, acknowledges and confirms and grants, transfer and assigns all, full and exclusive benefits and advantages of the patent in favour of the assignee. Notwithstanding anything done or omitted or knowingly suffered the patent now is valid and subsisting.

The assignor further hereby agrees with the assignee that at the cost of the assignee or the person nominated by him, to do all such things as may be required for the registration of the assignment with the authorities under the provisions of the applicable laws i.e. Patent Act, 1970.

IN WITNESS WHEREOF the parties herein have signed these presents on the day, month and year first above written.

WITNESSES:

- |    |          |
|----|----------|
| 1. | ASSIGNOR |
| 2. | ASSIGNEE |

## Chapter-VIII

### OTHERS STANDARD FORMS, IF ANY TO BE UTILIZED BY THE PURCHASER AND THE BIDDERS

Draft

Various forms to be used by Bidder are as under:

#### Form-1 for Technical Bid

From:

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To,

The Chief Executive Officer  
Intellectual Property Management Centre  
PCPGR Building  
G.B. Pant University of Agriculture & Technology  
Pantnagar-263 145

Dear Sir,

**Subject: Technical Bid for Transfer of Technology Patent No. \_\_\_\_\_  
dated \_\_\_\_\_ for the Invention viz. " \_\_\_\_\_"  
of G.B.P.U.A. &T., Pantnagar**

With reference to the advertisement \_\_\_\_\_ in \_\_\_\_\_, We  
M/s. \_\_\_\_\_ hereby submit as under:

1. We have gone through the Bidding Document of the University on the website of the University,
2. We have noted the instruction for Bidders for compliance,

3. We have compiled information in the Bidding Document in Chapters III, IV, V & VI,
4. We give below Technical details on the line of information called for in chapter III, IV & V, in this request for Technical bid.

4.1 Details of the firms

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.....

4.2 Details of proprietors/ Promoters

.....  
.....

4.3 Existing Manufacturing facilities

.....  
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4.4 Lab facilities with Bidder

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4.5 Transport Arrangement

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4.6 Storage Arrangement

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4.7 Marketing Arrangement

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4.8 Upscaling of Technology

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4.9 Help from University

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4.10 Details of Factory

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4.11 Alternative to factory

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4.12 Details of Bankers

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4.13 Lab Equipment

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5. Further we hereby confirm having submitted Income Tax Returns for the last three years. Our Annual Turn Over in the main line of activity is Rs.\_\_\_\_\_. A copy of the Income Tax Return for the last year is enclosed herewith.

6. We also hereby confirm that we are interested in the above mentioned patented technology and shall be grateful if our bid in considered favourably.

Thanking you,

Yours faithfully,

**Encl: As above**

(Authorised Signatory)  
For M/s \_\_\_\_\_

**Form-2 for Financial Bid**

From:

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To,

The Chief Executive Officer  
Intellectual Property Management Centre  
PCPGR Building  
G.B. Pant University of Agriculture & Technology  
Pantnagar-263 145

Dear Sir,

**Subject: Financial Bid for Transfer of Technology Patent No. \_\_\_\_\_  
dated \_\_\_\_\_ for the Invention viz. “ \_\_\_\_\_ ”  
of G.B.P.U.A. &T., Pantnagar**

With reference to the advertisement \_\_\_\_\_ in \_\_\_\_\_, we  
M/s. \_\_\_\_\_ hereby submit as under:

1. We have gone through the Bidding Document of the University on the website of the University,
2. We have noted the instruction for Bidders for compliance,
3. We have compiled information in the Bidding Document in Chapters III, IV, V & VI,

4. We give details on the lines of information called for in chapter-VI on price schedule in this request for Financial bid.

4.1 Price of Technology: We are prepared to pay Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_) for the patent. The payment will be made in lumpsum after the contract has been awarded to us.

4.2 Price for Upscaling

4.3 Price for acquiring skill for working of the Technology for the University.

5. Further we hereby confirm having submitted Income Tax Returns for the last three years. Our Annual Turn Over in the main line of activity is Rs. \_\_\_\_\_.

6. We also hereby confirm that we are interested in the above mentioned patented technology and shall be grateful if our bid is considered favourably.

Thanking you,

Yours faithfully,

**Encl: As above**

(Authorised Signatory)  
For M/s \_\_\_\_\_