

## **U.P.Council of Agricultural Research**

### **‘RFP’ for Appointment of Consultant for Geographical Indication (GI) Registration of Unique Produce of U.P.**

The U.P.Council of Agricultural Research (UPCAR) intends to secure Geographical Indication (GI) registration of unique produce of Uttar Pradesh. Request for Proposal (RFP ) is invited from Legal Professionals having relevant experience of drafting, filing and getting grant of GI registration of at least three assignment for selection of the GI consultant to assist UPCAR in the GI registration process. Term of reference including the detailed eligibility conditions, scope of work, payment conditions are given in ‘RFP’ document. Bids may be submitted, along with earnest money/bid security of Rs. 5,000/- in the form of demand draft drawn in the favour of the Secretary, UPCAR, payable at Lucknow, to the Secretary, UPCAR, 8<sup>th</sup> Floor, Kisan Mandi Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow-226010 on the prescribed format. Last date of bid submission is 24th Dec., 2010 up to 13.30 hrs. RFP document may be obtained by paying non-refundable Rs. 100/- (Rs. One hundred only) from above address. RFP document downloaded from our website [www.upcaronline.org](http://www.upcaronline.org) should be submitted with non refundable draft of Rs. 100/- (Rs. One hundred only) drawn in favour of the Secretary, UPCAR, payable at Lucknow. For further details, interested parties may please visit our website or may contact Dr. Neeru Bhooshan, Project Coordinator (GI) on phone 9453008080 /email :neeru.upcar@gmail.com.

#### **Secretary**

UPCAR, 8<sup>th</sup> Floor, Kisan Mandi Bhawan,  
Vibhuti Khand, GomtiNagar, Lucknow-226010  
Phone No: 0522-2721627  
e-mail: upcar@sancharnet.in

## U.P. Council of Agricultural Research

RFP documents and TERMS OF REFERENCE for selection/empanelment of consultant for getting Geographical Indication (GI) registration of different agriculture and related products for getting the benefits of GI registration for farmers of U.P.

### 1. Purpose

The Uttar Pradesh Council of Agricultural Research (UPCAR) intends to get Geographical Indication (GI) registration of different agriculture and related products (Unique products with GI importance) with an objective to secure benefits associated with GI registration for farmers, artisans and associated industry of the concerned area of U.P. etc. UPCAR proposes to engage the services of a Consultant to do all the activities required for this purpose. The Consultant will be required to undertake all required activities on behalf of UPCAR for this purpose.

UPCAR is an autonomous apex state organization registered as society which plans, coordinate and promotes research, education, training and transfer of technology for advancement of agriculture and its allied sectors. Information about UPCAR can be obtained by visiting our website [www.upcaronline.org](http://www.upcaronline.org). Further information may be obtained from the following officers of UPCAR namely:

1. Sri R.R. Verma, Secretary, UPCAR, 8<sup>th</sup> Floor, Kisan Mandi Bhawan, Vibhuti Khand Gomti Nagar, Lucknow – Tel: 0522-2721627
2. Dr.(Mrs.)Neeru Bhooshan, DDG, Project Coordinator, GI, UPCAR, 8<sup>th</sup> Floor, Kisan Mandi Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow-2260010, Tel.:0522-2721648-49.

### 2.Unique Produce of Uttar Pradesh

The UPCAR will identify and select the unique produce of Uttar Pradesh; wherein unique produce means anything in relation to agriculture, horticulture, sericulture, aquaculture etc. that has market potential and holds the promise to bring wealth for the people concerned. Each identified Unique product then may be offered to the selected consultant for helping UPCAR secure GI registration.

### 3. Eligibility of bidder

- a) Bidder should be a Law Firm/ Consultancy Firm or a Law Professional with minimum 5 years experience in Intellectual Property (IPR) services.
- b) Bidder must have at least one law graduate on its rolls with specialization in IP
- c) Bidder must have experience of handling/preparing/filing at least 3 GI applications.
- d) Financial strength of the bidder: Average Annual Turnover during last three years should be minimum Rs. 5 Lakh.
- e) Bidder should fulfill other conditions prescribed in this document, such as earnest money, unconditional bid.

### 4. Scope of work

- a. The selected consultant will be empanelled for a period of two years from the date of signing of agreement. The selected consultant will be expected to help

UPCAR secure GI registration in respect of each identified unique product and awarded to consultant.

- b. The responsibilities of consultant would, inter-alia cover all activities required for grant of GI registration for the unique produce of Uttar Pradesh for getting the final GI registration. These responsibilities include the collection of the required data, historical references/evidences etc.; the preparation of the ground level work such as , farmers group, marketing chain system study and their association, geographical map preparation etc.; drafting the GI application, its filing, meetings of consultative groups, reply to their queries, follow- up till grant of the GI. UPCAR will facilitate the meeting with local Govt. officials such as Distt. Agriculture Officer by giving letter of introduction etc. Consultant will be required to coordinate with UPCAR at each step and take approval of UPCAR in deciding the names of applicants for GI registration application.
- c. All expenses required for this purpose, including travelling, boarding, lodging, organizing meetings etc will have to be included in the one lump sum fee to be quoted as financial bid. Apart from this, UPCAR will only reimburse the actual GI application filing fee to be deposited with (which as on today Dec. 2010 is Rs. 5,000 as per website <http://www.patentoffice.nic.in/>) the GI application. It is made clear that UPCAR will not pay any other cost apart from quoted in financial bid.

## **5. Proposed schedule for completing the assignment**

The consultant shall be expected to complete the entire process of filing the GI application for registration within twelve months period from the date of award of consultancy in respect of any particular unique product. This time period may be extended by approval of DG, UPCAR. Thereafter the Consultant will do all work for getting the GI as per requirements of GI registrar's office.

## **6. Last date for submission of 'RFP'**

6.1 The interested bidders may submit their " RFP" in one sealed cover super scribing on the top of envelop "Proposal for appointment of Consultant for GI registration" by 13.30 hrs. on **24th December, 2010** to the Secretary, UPCAR, 8<sup>th</sup> Floor, Kisan Mandi Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow-226010. RFP document may be obtained by paying nonrefundable Rs. 100/-(Rs. One hundred only) from above address. RFP document downloaded from our website [www.upcaronline.org](http://www.upcaronline.org) should be submitted with non refundable draft of Rs. 100/- (Rs. One hundred only) drawn in favour of the Secretary, UPCAR, payable at Lucknow.

6.2 The sealed cover (as mentioned in 6.1) above should contain **Covering letter as per Annexure I** and **separate sealed envelopes** marked as **Envelop-A: Technical Bids (as per Annexure II)** & **Envelop-B: Financial Bids (as per Annexure III)** on top of the cover. Envelop – A i.e. Technical Bid, should contain the supporting documents (as per Eligibility Condition, details at para 6.3 below and Annexure II) including **the Demand Draft of Rs. 5,000 towards Bid Security (refer para-11)** whereas envelop B should contain the Financial Bid (refer para-6.4).

### **6.3 Documents to be submitted with Technical bids**

- i. Full particulars of the constitution, ownership and main business activities of the prospective Consultant (bidder).
- ii. A very clear cut information about the eligibility condition mentioned as above. This should be supported by documents where ever required. All the documents

should be page numbered and signed by bidder. UPCAR reserves the right to ask for any clarification required at its sole discretion. See annexure II also.

#### 6.4 Financial Bid

The Consultant is required to submit the sealed Financial Bids as per annexure III incorporating the details of Fees as per clause 7. **The Bid should be unconditional.**

#### 7. Fee Details

7.1 The travel related expenses and all other expenses including those related to out of pocket expenses for due diligence etc. would have to be borne by the consultant.

7.2 Fees shall be paid as under;

7.2.1 Lump Sum Fees whose payment schedule shall be as under:

i) Initiation fee /Mobilization advance 20% of lump sum fee quoted  
(against Bank Guarantee).

Or

Approving the Draft application by UPCAR 20% of lump sum fee

ii) On filing of application 40% of lump sum fee quoted

iii) On grant of GI registration 40% of lump sum fee quoted

#### 8. IPR

All the IPRs generated during the process will become UPCAR/GI owners property, except residual IPR left with consultant.

#### 9. Agreements

The selected consultant shall enter into an agreement for GI registration services from legal practitioners services in the prescribed format at **Annexure IV**. For successful performance of consultancy services, selected consultant shall submit performance guarantee in the form of Bank Guarantee Bond in the format prescribed in **Annexure V** to this document for the amount of Rs. 5,000 in favour of Secretary, UPCAR, Government of Uttar Pradesh within **15** days from the date of issue of letter of intent to the selected Bidder before signing of the agreement.

#### 10. Evaluation Criteria

10.1 All eligible Bids without the Security Demand Draft (para 11.1) shall be disqualified.

10.2 Financial bid:-The financial bid of all the bidders found eligible would be opened and evaluated.

10.3 The envelope A (Technical Bid) shall be opened at 15.30 hrs. on **24th December , 2010** in the presence of the bidders in the office of Secretary, UPCAR. The short-listed bidders would be informed on the same day by phone/ e-mail.

**10.4 The Envelop-B (Financial Bid) in respect of only the short-listed bidders shall be opened in the presence of bidders present.**

10.5 If the consultant does not have relevant experience of handling/drafting and filing of at least three assignment of GI registration for then the RFP submitted shall be treated as **disqualified**.

#### 11. Other terms and conditions

11.1 Interested bidders are required to deposit along with their Bid a Bid Security (refundable ) of Rs.5,000 (Rs. Five Thousand) by way of a Demand Draft payable at Lucknow in favour of Secretary, UPCAR.

- 11.2 All the information/details to be supported by authentic documents duly certified by the authorized signatory.
- 11.3 UPCAR reserves the right to reject any or all Bids without assigning any reason thereof. UPCAR further reserves the right to add/delete/modify any one or more of the terms and conditions before submission of Bid and in such case reasonable time shall be given to bidder for taking into account such Addition/Deletion/Modification while submitting their bids.
- 11.4 UPCAR reserves the right to discontinue the services of the appointed consultant at any point of time on account of force-majeur or non-satisfactory performance by the consultant.
- 11.5 **Refund of Bid Security:** Unsuccessful bidders will be refunded bid security immediately after signing the agreement. Successful bidder/ selected consultant can also claim back its bid security after signing of agreement or at its discretion, he can request in writing for its bid security to be treated as Performance Guarantee in lieu of Bank Guarantee Bond prescribed in clause 9.
- 11.6 UPCAR reserves the rights to reject all bids or make a decision of its own irrespective of the biddings as the entire process is for procurement of the professional services not material objects.

## 12. Important Dates

- Submission of “RFP”: By 13.30 hrs on **24<sup>th</sup> Dec. , 2010** at UPCAR, 8<sup>th</sup> floor, Kisan Mandi Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow.
- Opening of technical Bid—same day as last day of submission at 3.30 P.M.
- Evaluation- thereafter
- Opening of financial bid- **27<sup>th</sup> Dec., 2010** at 11.30 A.M.(tentative. Exact dates will be decided depending upon the time required for evaluation. Technically qualified bidders will be notified by telephone/email)
- Evaluation, Approval and issue of LOI thereafter

**Secretary**

U.P.Council of Agricultural Research (UPCAR),  
8<sup>th</sup> floor, Kisan Mandi Bhawan, Vibhuti Khand,  
Gomti Nagar, Lucknow

**APPLICATION LETTER**

**(On the letter head of the Bidder)**

**Date:**

To

The Secretary,

U.P.Council of Agricultural Research (UPCAR),

8<sup>th</sup> floor, Kisan Mandi Bhawan, Vibhuti Khand,

**Gomti Nagar,**

**Lucknow- 226010**

Ref: Your advertisement in -----dated-----

**Sub: GI Registration & Consultation Services**

Sir,

Being duly authorised to represent and act on behalf of .....  
(hereinafter referred to as "the Bidder"), and having reviewed and fully understood all of the requirements of the Request for Proposal (RFP) and information provided, the undersigned hereby apply for the project referred above.

We are enclosing the following in one original plus one copy, with the details as per the requirements of the RFP for your evaluation.

- i) Bid Security of Rs.5,000 (Vide Demand Draft no.-----, dated ----, drawn on -----  
----)
- ii) Confirmation that we fulfil the eligibility criteria as described
- iii) Technical Bid (Envelope A) as per Annexure II of RFP.
- iv) Financial Bid (Envelope B) as per Annexure III of RFP.

Yours sincerely.

Signature

Name (Authorised Signatory)

Phone

email

**FORMAT FOR TECHNICAL BID**

NAME OF THE BIDDER :

REGISTERED OFFICE :

DETAILS OF CONTACT PERSONS (along with their telephone numbers, fax numbers, e-mail Ids) :

A) SHORTLISTING PARAMETERS

Sr. No	Criteria		Proof
1	Past experience of the bidder <ul style="list-style-type: none"><li>Number of years of experience in consultancy service</li></ul>		Attach proof
2.	Qualification of resource person		Attach List and Biodata/CV of each
3	No. of GI applications handled		Attach a list and proof of each
4	Financial strength- average turnover of last three years (Rs Lakh)		Attach proof

Notes : 1. Proforma for Biodata/CV

Name of Personnel	
Designation:	
Years with Bidders:	
Years of Experience:	
Years of Experience in IP	
Nationality:	
Area of Specialization:	
Proposed position on Team:	
Core skills & work experience:	
Professional Qualification:	

2. Please provide details in respect of GI applications (point no 3) in the format below :

Name of assignment;

Name of the client :

Year of assignment :

Detailed narrative description of project :

Detailed description of actual services provided by bidder

**FORMAT FOR FINANCIAL BID**

**FINANCIAL BID**

**(On the letter head of the Bidder)**

**To,**

The Secretary,  
U.P.Council of Agricultural Research (UPCAR),  
8<sup>th</sup> floor, Kisan Mandi Bhawan, Vibhuti Khand,  
Gomti Nagar,  
Lucknow-226010

**Sub: GI Registration & Consultation Services**

Sir,

I/We have perused the proposal document for subject assignment contracting scope of Work at clause 2 of RFP document and other details and am/are willing to undertake and complete the assignment as per terms and condition stipulated in the proposal document.

Our offer is inclusive of all taxes including service tax, out of pocket expenses, incidental overheads, traveling expenses, printing and binding of reports, all sundries & all other expenditure for execution of this service/assignment covering all "Scope of Work" is Rs.-  
------(i.e. in words Rupees-----)  
(as per S.No. 7) as per details given below:-

**The lump sum fee chargeable, including all taxes-( as per S.No. 7)Rs. -----**

S.No.	Particulars		
1.	Name of the Consultant / Consultancy Firm		
2.	Address of the Consultant / Consultancy Firm		
3.	Lumpsum amount in figures (without all taxes)		
4.	Lumpsum amount in words (without all Taxes)		
5.	Name of the Tax	% of the Tax	Amount of Tax
	(i)		
	(ii)		
6.	Total Lumpsum amount in figures (including all Taxes)		
7.	Total Lumpsum amount		

	in words (including all taxes)		
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Note:

1) All applicable Taxes are to be provided with its percentage and amount as per applicable rules in India. Break up details Tax wise are to be provided.

2) This offer is valid for a period of 45 days from the date of opening of Financial Bid.

Signature of Authorised person

Name:

Address

AGREEMENT FOR CONSULTANCY SERVICES

THIS AGREEMENT is made on this \_\_\_ day of \_\_\_\_\_, \_\_\_ BETWEEN U.P. Council of agriculture research acting through Sri \_\_\_\_\_, Secretary, UPCAR (hereinafter referred to as the “UPCAR”, which expression shall mean and include its successors) in office of the ONE PART and \_\_\_\_\_ the successful bidder, having its office at \_\_\_\_\_ (hereinafter referred to as \_\_\_\_\_ which expression shall include its successors acting through Shri \_\_\_\_\_ duly appointed and authorized on its behalf of the OTHER PART.

WHEREAS

- A) UPCAR, having its Registered Office at 8<sup>th</sup> Floor, Kisan Mandi Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow-226 010 and predominantly engaged in research activities and other works of agriculture Education deptt of GOUP
- B) The UPCAR wishes to identify and conclude a contract with appropriate strategic partners (hereinafter referred to as “**Consultant/successful bidder**”) involving GI registration of unique produce of Uttar Pradesh;
- C) \_\_\_\_\_ submitted Request for Proposal dated \_\_\_\_\_ to Secretary, UPCAR, Lucknow-226 010 , in accordance with the instructions as contained in the advertisement dated \_\_\_\_\_ issued by UPCAR and the attached RFP document.
- D) Pursuant to the fee bid made by \_\_\_\_\_ and other bidder, the UPCAR appointed \_\_\_\_\_ as consultant in relation to the consultancy, GI data Collection, Application drafting, filing and prosecuting the application till securing the Part A registration work as defined in enclosed RFP and communicated its decision to \_\_\_\_\_) by letter dated \_\_\_\_\_, issued by UPCAR and the Parties are desirous of recording the detailed terms of the appointment of \_\_\_\_\_ as consultant.
- E) It is considered appropriate and desirable by the Parties hereto to formalize the terms on which \_\_\_\_\_ has been engaged as the exclusive consultant in relation to the proposed GI registration of the unique produce of Uttar Pradesh.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AFORESAID, THE PARTIES HEREBY AGREE AS FOLLOWS:

**1. Role of \_\_\_\_\_**

The \_\_\_\_\_ shall, in accordance with all applicable laws, provide the services, advice and assistance as per RFP document(Copy attached for ready reference). It is agreed that ----- selected consultant will execute the consultancy work as described in the enclosed RFP document as per terms of reference described therein

**2. Fees and Expenses**

The UPCAR has agreed to pay \_\_\_\_\_ a lump sum fee of up-to Rs. \_\_\_\_\_ (all taxes etc. included) as per RFP provisions.

**3. Dispute Resolution**

Both the parties (Secretary , UPCAR and other party) shall decide all the disputes, if any , amicably mutually and if any intervention required Director General, UPCAR will finally dispose off the dispute.

**4. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Republic of India within the local jurisdiction of Lucknow.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF     **DATE**     FIRST ABOVE WRITTEN.

For and on behalf of UPCAR

Witnesses:

(\_\_\_\_\_)

1.

Secretary,  
U.P.Council of Agricultural  
Research (UPCAR), 8<sup>th</sup> Floor,  
Kisan Mandi Bhawan, Vibhuti  
Khand, GomtiNagar, Lucknow-  
226010

2.

For and on behalf of

Witnesses:

\_\_\_\_\_

(\_\_\_\_\_)

1.

(Designation)

2.

**BANK GUARANTEE BOND**

In consideration of the U.P.Council of Agricultural Research (UPCAR) (hereinafter called "the UPCAR") having agreed to exempt \_\_\_\_\_ (hereinafter called "the said Consultant") from the demand under terms and conditions of an Agreement, dated .....made \_\_\_\_\_ between \_\_\_\_\_ and \_\_\_\_\_

for \_\_\_\_\_ (hereinafter called "the said Agreement"), of the Security Deposit for the due fulfillment by said Consultant of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

We, \_\_\_\_\_, (hereinafter referred to as "the Bank") at \_\_\_\_\_

(indicate the name of the Bank)

the request of \_\_\_\_\_/consultant/ do hereby undertake to pay to the UPCAR an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by UPCAR by reason of any breach by the said consultant of any of the terms and conditions contained in the said Agreement.

2- We, \_\_\_\_\_ do hereby undertake to pay the amounts

(indicate the name of Bank)

due and payable under this guarantee without any demur, merely on a demand from the UPCAR stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the UPCAR by reasons of breach by the said consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

3- We undertake to pay to the UPCAR any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or Tribunal or arbitrator relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

4- We \_\_\_\_\_ further agree that the guarantee herein

(indicate the name of Bank)

contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues

of the UPCAR under or by virtue of the said agreement have been fully paid and its claim satisfied \_\_\_\_\_ or \_\_\_\_\_ discharged \_\_\_\_\_ or \_\_\_\_\_ till \_\_\_\_\_ (Office/Department)\_\_\_\_\_

\_\_\_\_\_ certifies that the terms and conditions of the said agreement, have been fully and properly carried out by the said consultant and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_, we shall be discharged from all liabilities under this guarantee thereafter.

5- We, \_\_\_\_\_ further agree with the UPCAR that the  
(indicate the name of Bank)

UPCAR shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said consultant from time to time or to postpone for any time or from time to time any of the power exercisable by the UPCAR against the said consultant and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said consultant or for any forbearance, act or commission on the part of the UPCAR or any indulgence by the UPCAR to the said consultant or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6- This guarantee will not be discharged due to the change in the constitution of the Bank or the consultant.

7- We, \_\_\_\_\_ lastly undertake not to revoke this guarantee during  
(indicate the name of Bank)

its currency except with the previous consent of the UPCAR in writing.

Dated the .....day of.....  
for .....  
(indicate the name of Bank)