

TENDER CALL NOTICE

For an ICMR project

Manufacturers are invited to submit applications for the production of food-grade silicone nipples as part of the ICMR project titled "Assessment of the Efficacy of a Novel Nipple Design for Ease of Feeding and Nasoalveolar Moulding in Infants with Congenital Unilateral Cleft Lip and Palate," to be conducted at SCB Dental College and Hospital (SCBDCH). Interested parties must submit their applications, company details, and relevant documents, including a duly signed Non-Disclosure Agreement. Detailed terms and conditions are available for download on the SCBDCH website: <http://www.scbdch.nic.in>. All applications should be emailed to orthoscbicmr@gmail.com by 5:00 PM on August 20, 2024. After completion of the formalities, the patented design will be shared for getting the Financial bid from the applicants. Late submissions will not be considered, and the authority reserves the right to reject any or all tenders without providing reasons.



Principal

SCB Dental College and Hospital, Cuttack.

TERMS AND CONDITIONS FOR MANUFACTURERS

- 1.1 Applications must be received before the scheduled date and time (August ^{20th}~~13~~, 2024, 5:00 PM) via email at orthoscbicmr@gmail.com. Any tenders received after the due date and time will be rejected. Tenders will be accepted through email only. Bidders should include a valid phone number and email ID in their submission.

Eligibility Criteria and Documents to be submitted

The bidder shall furnish the following documents to establish the bidder's eligibility.

- 2.1.1 Self-attested copies of GST registration certificates
- 2.1.2 Self-attested copies of GST return of 2023-24
- 2.1.3 Self-attested order copies of similar nature of work, if done by the firm.
- 2.1.4 Self-attested copy of last three-year Income Tax return (F.Y 2021-22, 2022-23, 2023-24).
- 2.1.5 Submit valid manufacturing license (where applicable) and GMP compliance.
- 2.1.6 Submit duly signed non-disclosure agreement (NDA)
- 2.1.7 An undertaking/Declaration that the firm is not blacklisted by any organization/institution.

J. N. S.

Principal

SCB Dental College and Hospital, Cuttack.

NON-DISCLOSURE AND INTELLECTUAL PROPERTY RIGHTS AGREEMENT

(To be filled on non-judiciary stamp paper)

This Agreement is effective as of _____, 2024, between Dr. Suryakanta Das, residing at SCB Dental College and Hospital, Cuttack (hereinafter referred to as "OWNER"), and M/s _____, having its offices at _____ (hereinafter referred to as "RECIPIENT").

PURPOSE

The purpose of this Agreement is to prevent the unauthorized disclosure of Confidential Information related to the ICMR project titled "Assessment of the Efficacy of a Novel Nipple Design for Ease of Feeding and Nasoalveolar Moulding in Infants with Congenital Unilateral Cleft Lip and Palate."

OPERATIVE PROVISIONS

1. Confidential Information

- a. OWNER agrees to disclose certain proprietary and confidential information (hereinafter referred to as "INFORMATION") to RECIPIENT for the purpose of evaluating and producing the nipple design for the ICMR project.
- b. RECIPIENT agrees to receive such INFORMATION and to refrain from copying, disclosing, using, selling, or offering for sale any and all of said INFORMATION, other than at the request of OWNER,. RECIPIENT shall keep the INFORMATION confidential and take all reasonable steps to prevent unauthorized disclosure or use.
- c. RECIPIENT shall not be liable for disclosure if the INFORMATION was in the public domain at the time of disclosure, was known to RECIPIENT before disclosure, or was received from a third party without breach of this Agreement.
- d. No right or license is granted to RECIPIENT by OWNER. All materials constituting the INFORMATION shall remain the property of OWNER and shall be returned upon request.
- e. This Agreement remains in force despite any disclosure of INFORMATION through patent or copyright applications.

2. Restrictions: a. Except with OWNER's written consent, RECIPIENT agrees:

1. Not to use or disclose the INFORMATION to any third party.
2. Not to make any copies or reproductions of the INFORMATION.
3. To use reasonable means to maintain the secrecy and confidentiality of the INFORMATION.

b. Upon OWNER's request, RECIPIENT shall return or destroy all items containing the INFORMATION and refrain from using or disclosing it.

3. Intellectual Property

A. Title and Copyright Assignment

- a) All results of RECIPIENT's services are works made for hire and shall be the sole property of OWNER.
- b) RECIPIENT assigns all rights, title, and interest in the Work, including copyrights and related claims, to OWNER.

c) RECIPIENT waives any moral rights and agrees to execute necessary documents to secure OWNER's rights.

B. Patent Assignment

a) RECIPIENT assigns all rights in inventions related to the INFORMATION to OWNER.

b) RECIPIENT shall not assign inventions not using OWNER's confidential information unless resulting from work performed for OWNER.

C. Ownership of Trademarks

a) OWNER retains all rights to trademarks, trade dress, and goodwill arising from the INFORMATION.

4. **Covenant Not to Sue:** RECIPIENT shall not bring any action against OWNER regarding the INFORMATION or any related intellectual property.
5. **Damages and Specific Performance:** RECIPIENT agrees that OWNER may seek injunctive relief and monetary damages for any breach of this Agreement.
6. **No Waiver:** Failure to enforce any provision does not constitute a waiver. Any waiver must be in writing and signed by a duly authorized officer.
7. **Severability:** If any part of this Agreement is deemed unenforceable, the remaining provisions shall remain effective. The parties shall substitute valid provisions to effectuate the Agreement's purpose.
8. **Merger/Modification in Writing:** This Agreement supersedes all prior agreements and can only be modified in writing by both parties.
9. **Governing Law:** This Agreement shall be governed by the laws of Odisha, and disputes shall be subject to the non-exclusive jurisdiction of the courts in Cuttack.

[Disclosing Party]

[Receiving Party]

By: Inventors

By: _____

Name: _____

Name: _____

Address: _____

Address: _____

Date: _____

Date: _____