



Government of India
Controller General of Patents, Designs & Trade Marks
Ministry of Commerce & Industry
Department of Industrial Policy and Promotion

POD/Tenders/IT/2014/02

Date: 27/01/2014

Request for Proposal (RFP)
(Addendum Date: 18/02/2014)
for

**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF HIGH SPEED SCANNERS WITH
PRE ~~AND~~ / POST SCAN IMPRINTING ALONG WITH DOCUMENT MANAGEMENT SYSTEM
(CUSTOMISED APPLICATION SOFTWARE FOR AUTOMATING THE DIGITISATION OF IPO
DOCUMENTS)**



Controller General of Patents, Designs & Trade Marks
Boudhik Sampada Bhavan,
Near Antop Hill Head Post Office,
S.M. Road, Antop Hill, Mumbai-400037,
Phones: 022-24132735,
Fax: 022-24123322 Web site: www.ipindia.nic.in

1. DISCLAIMER

- a. This RFP is not an offer by the Office of the Controller General of Patents, Designs and Trademarks but an invitation to receive responses from eligible interested parties. The purpose of this RFP document is to provide the necessary information to such interested parties that may be useful to them in formulating their Proposals in response to this RFP.
- b. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed between the Office of the Controller General of Patents, Designs and Trademarks and the selected party
- c. Office of the Controller General of Patents, Designs and Trademarks reserves the right to modify or even not to proceed with the project.

2. DEFINITIONS & ABBREVIATIONS

“Act” means the Patents Act, 1970.

“Applicant” means a reputed national/international Firm/Consortia/ Organization(s) or individuals who submits a proposal in response to this RFP.

“Proposal” means the Proposal submitted by an Applicant in response to this RFP.

“CGPDTM” means the Controller General of Patents, Designs and Trade Marks.

“RFP” means the present Request for Proposal.

“LoA” means Letter of Acceptance

“SLA” means Service Level Agreement

“Software Solution” means the customized and developed software to meet the requirements of RFP and does not merely indicate the product package.

3. REQUEST FOR PROPOSAL (RFP)

The office of the Controller General of Patents, Designs and Trade Marks invites proposals for:

- 1) Supply ,installation, testing and commissioning of High speed scanners with ~~pre-Post~~ scan imprinting of date and time with name of the office ~~and post scan imprinting on the documents~~ of application ~~number~~ along with facility for automating the digitization of IPO documents through customized application software compatible with the existing IPO application software for Patents, Designs, Trade Marks & GI (Document Management System).
- 2) For further clarifications, the applicants interested may visit the office on any working day with prior intimation before the pre-bid conference.
- 3) It is proposed to procure atleast 10 such high speed scanners for different locations (Delhi, Kolkata, Mumbai, Chennai & Ahmedabad) on F.O.R. destination basis. The number may increase as per the requirement.

Provided further that-

- 1) The CGPDTM reserves the right to distribute the supply order to multiple vendors.

KEY DETAILS:

(a) Name of the Purchaser:

President of India through the "Controller General of Patents, Designs and Trade Marks".

(b) Address for downloading the RFP document:

The RFP documents can be purchased from the CASH COUNTER of the Patent Office Boudhik Sampada Bhawan, Plot No. 32, Sec. 14, Dwarka, New Delhi on a payment of Rs. 500/- (Non-refundable) through cash/ DD drawn in favour of Controller of patents, New Delhi. The RFP document containing the details regarding the scope of work, prescribed proforma and qualification criteria can also be downloaded from <http://www.ipindia.nic.in> or www.tenders.gov.in . D.D. of Rs. 500/- favouring Controller of Patents is to be submitted as tender fee, if the tender documents are downloaded from website.

(c) Schedule of activities

| S.No. | Event | Date |
|--------------|---|-----------------------|
| 1 | Availability of RFP document at www.ipindia.gov.in or http://tenders.gov.in | 27/01/2014 |
| 2 | Last date for receiving queries/clarifications | 05/02/2014 |
| 3 | Date & Time for Pre Bid Conference | 07/02/2014 11:00AM |
| 4 | Issuance of addendum to RFP document | 10/02/2014 |
| 5 | Last date of Issue of RFP document | 20/02/2014 3:00 PM |
| 6 | Last date and time for submission of proposals in response to RFP | 20/02/2014 5:00 PM |
| 7 | Date and time of opening of technical bid | 21/02/2014 11:00AM |
| 8 | Date and time of opening of financial bid | 21/02/2014 4:00PM |

| S.No. | Event | Original Date | Extended Date/Time |
|--------------|---|-----------------------|---------------------------|
| 1 | Availability of RFP document at www.ipindia.gov.in or http://tenders.gov.in | 27/01/2014 | - |
| 2 | Last date for receiving queries/clarifications | 05/02/2014 | 13/02/2014 |
| 3 | Date & Time for Pre Bid Conference | 07/02/2014 11:00AM | - |
| 4 | Date & Time for 2 nd Pre Bid Conference | - | 14/02/2014 |

| | | | |
|----------|--|---------------------------|---------------------------|
| | | | <u>3:00PM</u> |
| <u>5</u> | <u>Issuance of addendum to RFP document</u> | <u>10/02/2014</u> | <u>18/02/2014</u> |
| <u>6</u> | <u>Last date of Issue of RFP document</u> | <u>20/02/2014 3:00 PM</u> | <u>27/02/2014 3:00PM</u> |
| <u>7</u> | <u>Last date and time for submission of proposals in response to RFP</u> | <u>20/02/2014 5:00 PM</u> | <u>27/02/2014 5:00PM</u> |
| <u>8</u> | <u>Date and time of opening of technical bid</u> | <u>21/02/2014 11:00AM</u> | <u>28/02/2014 11:00AM</u> |
| <u>9</u> | <u>Date and time of opening of financial bid</u> | <u>21/02/2014 4:00PM</u> | <u>03/03/2014 4:00PM</u> |

(d) Venue for Pre-bid Conference opening of technical bid (including prequalification document) as well as financial bid:

Conference Hall, Boudhik Sampada Bhavan,, Plot No. 32, Sector -14, Dwarka, New Delhi 110075.

(e) Address at which proposals are to be submitted.

The Administrative Officer, Patent Office Delhi, Boudhik Sampada Bhavan, Plot No. 32, Sector -14, Dwarka, New Delhi-110075

(f) For any further clarification contact:

Shri Kamal Singh Goondli,

Assistant Controller of Patents and Designs,

Boudhik Sampada Bhavan, Plot No. 32, Sector -14, Dwarka, New Delhi-110075.

Phone: 011-25300289/213, Fax: 011-28034301

4. Background

The Office of the Controller General of Patents, Designs & Trade Marks (**CGPDTM**) is functioning under of the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India. The Patent, Designs, Trademarks and GI Offices everyday receive thousands of documents relating to the applications being filed in these offices. After receipt of these documents each page/document is required to be stamped manually and digitized (Scanning, data-entry, OCR, verification and uploading). Sometimes there are errors in the process, due to which documents are left unstamped or incorrect details are entered into the database. This makes it difficult to ascertain the correct details of filing of documents such as date and time of filing, office of filing etc. which are very crucial to initiate any action on these documents. To process these applications electronically, it is required that all the documents pertaining to the application be made available electronically. To achieve this, the documents are scanned, cleaned, OCR and converted to PDFs and Tiff format before being uploaded to the file wrapper. The file wrapper is also available for the public to view the documents for a particular file after publication as per law.

Since the volume of the documents delivered to IPO in the form of new applications and further process documents is very high, it is desirable that the process right from the step of stamping, scanning, cleaning, OCR etc be automated so that the documents are scanned at a faster rate and with minimum error.

Brief description of Current scenario:

- In the current scenario, to digitize the applications filed in hard copy, the documents filed at the counter follow a series of further actions which includes the following:
 - After the documents are received at the counter, the documents are entered in the front office module and depending upon the type of document an application number or a reference number is generated by the module.
 - The reference number or the application number (in case of new applications only) is thus assigned to the document. The operator then marks the document with that particular reference /application number and affixes a stamp on that document.
 - The documents are then sent for the scanning division. The documents are scanned and then cleaned for any stray marks using the available imaging software.
 - The documents so scanned are stored on the local storage within a folder as .tiff documents. The folder is named as the application number for which the documents have been filed.
 - Further, with the help of the software 'Abby Fine reader', the tiff documents are taken for Optical Character Recognition (OCR), wherever required, and a searchable PDF is created. The searchable PDF so created is then stored in the same folder as the tiff documents.

- In the next step, an operator appends the name of the folder to the documents and the documents are then uploaded on to the server based on the reference for further processing.
- In the present scenario, there are various manual input right from the stage of filing till the document is uploaded and therefore there are chances of human error which may result in erroneous storing of document.
- It becomes extremely difficult to ascertain the date of filing of the documents, if some documents skip the process of stamping due to whatsoever reasons.
- If any papers of any documents are misplaced, it becomes extremely difficult to link it to the main document in the absence of any indication related to the concerned application number on the paper.

Therefore, in order to put in place a system where there is a minimal human input, it is proposed to have redesigned workflow wherein it is proposed to use the 'High Speed scanners with ~~prePost~~-scan imprinting of date and time with name of the office on the documents ~~and post-scan imprinting~~ of the application ~~number~~'. Further, it is also proposed to have customized software which can automate the process from scanning till the uploading of the document on the server.

5. OBJECTIVE

Supply, installation, testing and commissioning of High speed scanners with ~~pre-Post~~ scan imprinting of date and time with name of the office ~~and post-scan imprinting on the documents~~ of application ~~number~~ along with facility for automating the digitization of IPO documents through customized application software compatible with the existing IPO application software for Patents, Designs, Trade Marks & GI (Document Management System).

6. Eligibility Criteria

- a) Proposals are invited only from Applicants who are either OEM's themselves OR are able to provide the solution for high speed scanning with ~~prePost~~-scan imprinting of date and time with name of the office ~~and post-scan imprinting on the documents~~ of application ~~number~~ along with customized application software through legal means.
- b) The applicant should have proven experience of not less than 3 years in providing satisfactory services of similar kind.
- c) If an applicant forms a consortium for fulfilling the eligibility criteria, all the members of consortium should be actively involved in providing the solution. CGPDTM would consider all the members of consortium equally liable. The OEM/consortia/applicants shall continue to provide support from the award to the final commissioning of the solution.
- d) The Average annual financial turnover for last 3 years shall be at least Rs 10 Crore. Copies of the balance sheets of last three financial years, duly certified by a Chartered Accountant shall be submitted in support of the requisite financial Turnover.
- e) The bidder shall have successfully completed similar works during the last five years as mentioned below:

I. At least five work orders, costing not less than Rs 1 Crore each

OR

II. At least three work Orders, costing not less than Rs 1.70 Crore each

OR

III. At least two work Orders, costing not less than Rs 2.5 Crore each

OR

IV. At least One Work Order, costing not less than Rs 5 Crore

f) Copy of Sales Tax/VAT/Registration Certificate.

g) Applicant should not be blacklisted by any of the Government department/undertaking or PSU during current financial year or earlier period. CGPDTM reserves the right to terminate the contract (without any damages / liability) any time after award of the contract if the vendor is blacklisted by any department of Government of India during the tenure of contract.

7. Scope of Work

- Supply of High speed scanners with prePost-scan imprinting of date and time with name of the office and post-scan imprinting on documents of application number
- Development of software solution (as per the methodology defined in Para 8) with facility for automating the digitization of IPO documents through customized application software compatible with the existing IPO application software for Patents, Designs, Trade Marks & GI (Document Management System).
- Installation of scanners along with software solution at respective places of delivery as per schedule mention in RFP
- Testing of the hardware and software provided, customized and developed for IPO
- Commissioning of hardware and software provided, customized and developed for IPO
- Equipping the receiving counters with required resources such as bar code scanners for seamless initialization of proposed activity.
- System should be capable of synchronizing the digital imprint on soft copy as well as post scan hard print.
- Post scan imprinter should be capable to take the manual/predefined feed of at least 40 characters through a panel/UI for the purpose of imprinting the same.
- The Hardware and Software solution should include the following within the ambit of scope:
 - 1) Perpetual license of all the software developed and provided should be made available to IPO.
 - 2) Software for automating the digitization shall be independent of the quantity of Hardware being procured and shall not be restricted to location of hardware and number of users.
 - 3) All the technical documents and objects including:
 - a. URS
 - b. SRS
 - c. System & Architecture
 - d. User Manuals
 - e. Source Code of the solution developed by vendor

- f. Source code document (explanatory document)
 - g. Video/PPT Guides
 - h. Job cards for Operators
 - i. System requirements
- shall be provided to the IPO.

4) All the above mentioned documents and objects shall be the property (alongwith IPR rights without any liability to third party or the vendor) of CGPDTM after the commissioning of solution.

4) —

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8. Methodology and Approach

The redesigned workflow shall use the high-speed scanners with ~~pre-and~~ post- scan imprinting, along with the customized software in a way that the following redesigned workflow for Patents, Trademarks, Designs and GI may be achieved:

Patents:

- The documents shall be received at the front office counter. While submitting the documents at the counter, a barcode shall be affixed on to each document of each application. The barcodes can either be pre-printed or can be printed using a barcode printer.
- The operator at the counter will scan the barcode using a handheld device and the value of the barcode shall be populated in the front-office CBR Module.
- Generation of Docket receipt (Including Cash and Non-cash documents) with the value of Barcode being assigned to the documents filed.
- Barcode get associated to a reference number, which in turn is linked to following values: Date of filing, Docket No., Application no. & Document type.
- Feeding the documents in scanner
- The scanner reads the barcode value.
- The scanner imprints the following details on each page ~~before-after~~ scanning the document:
 - Date and time of scanning (system generated)
 - Name of Office (fixed as per location)
- The scanner then scans the entire documents which includes the scanning of the pre-printed details and barcodes.
- Whenever the scanner reads new barcode, the document commencing with that barcode gets assigned and linked against values derived from barcode.
- Imprinting the application number on the soft copy i.e. digital imprint (post scan) read from the bar code on every page of each document.
- The output from the scanner i.e. the images are stored in Tiff/jpeg Format (as per requirement) and also in searchable PDF format at a predefined ~~network~~ path of a repository with the following directory structure:
 - Scanned Documents (Root Directory)
 - Date Folder
 - Batch Folder (running serial no. of batches)

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- ~~Docket No.~~ Barcode value 1 Folder (using the values from barcode)
 - ~~Application Number~~ folder
 - Tiff Folder
 - Application_No_Document_type_1Barcode_1 value name.tiff (using the values from barcode)
 - PDF Folder
 - Barcode 1 value name.pdf (using the value from barcode)
 - Barcode value 2 Folder (using the value from barcode)
 - Tiff Folder
 - Barcode 2 value name.tiff (using the value from barcode)
 - PDF Folder
 - Barcode 2 value name.pdf (using the value from barcode)
 - Barcode value N Folder (using the value from barcode)
 - Tiff Folder
 - Barcode N value name.tiff (using the value from barcode)
 - PDF Folder
 - Barcode N value name.pdf (using the value from barcode)
 - -----
 - ~~Application_No_Document_type_2.tiff~~
 - -----
 - ~~Application_No_Document_type_n.tiff~~
 - ~~PDF Folder~~
 - ~~Application_No_Document_type_1.pdf~~ (using the values from barcode)
 - ~~Application_No_Document_type_2.pdf~~
 - -----
 - ~~Application_No_Document_type_n.pdf~~

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- The operator will then open the “scanned images processing software” and open the Tiff files of each application.
- The operator will select the thumbnail of first type of document and shall verify the type of document. If the document is marked wrongly, the operator will select the correct type of document from a drop down menu available for the selected document type.
- On submitting, the software shall ‘move’ and ‘save’ the selected pages giving the naming nomenclature as defined by the processing software module.
 - For example :

- Application No_form1-(date).tiff
- Application No_form2-(date).tiff
- Application No_Description-(date).tiff
- Application No_Claims-(date).tiff
-(all other documents)
 - It may be noted here that :
 - 'Application No.' is derived from values of barcode derived from database
 - 'Name of form' is derived from values of barcode derived from database
 - 'Date' is derived from values of barcode derived from database
- In the next step, the operator will access the PDF/TIFF folder and shall select the description, claims pages and process them to convert into XML (after OCR) as per given Data Type Definition of XML. The process of conversion from PDF/TIFF to XML (st.36 format) shall be done by the customized software.
- Prepared XML and TIFF/PDFs shall be uploaded at the pre-defined network/server path based on the application number.
- Saved and verified TIFFs, PDFs & XML would be picked up by IPO server (auto sweep) at a pre-determined interval.
- EDP Operator would open the software UI for data entry for the fields required in the IPO database. Data entry form (UI) would be such that the operator is able to view the image file and data entry page side by side.
- Operator would select the data by highlighting the text with mouse and thereafter clicks data entry text box in the data entry form to populate the selected OCR'd data in the textbox. Un-recognizable/un-readable text matter may be edited by the operator in the given text field/ box.
- Operator would perform the same activity for all the available fields.
- In further step, Operator would identify and mark the relevant figure of 'Abstract' from the drawing images with an option to re-size / crop in order to fit in the specified place of publication page format. (Information to be saved in XML/format as recommended)
- Other provisions:
 - Documents that do not correspond to the Patent domain (like RTI/ General grievance/ office communication letters) received at counter should be scanned and saved to an alternate network path.
 - Software UI should be provided with all the standard features of image processing like cleaning/cropping/ re-sizing / OCR /exporting in different formats etc.
 - Methodology and Approach as defined above are the broad scope of flow. Modification may be required during the preparation of URS to clearly/minutely define the operating procedures, parameters and steps.

Trade Marks:

- The documents shall be received at the front office counter for both fee bearing and non-fee bearing documents. While submitting the documents at the counter, a

barcode shall be affixed on to each document/form. The barcodes can either be pre-printed or can be printed using a barcode printer.

- The operator at the counter will scan the barcode using a handheld device and the value of the barcode shall be populated in the Cash book receipt (*CBR*) *Module* for fee bearing documents and at *Non cash Receipt (NCR) module* for non-fee bearing documents.
- Generation of CBR and NCR with the value of Barcode being assigned to the documents filed.
- Barcode get associated to a reference number, which in turn is linked to following values: Date of filing, Receipt No., Application no. & Document type.
- Feeding the documents in scanner
- The scanner reads the barcode value.
- The scanner imprints the following details on each page before scanning the document:
 - Date and time of scanning (system generated)
 - Name of Office (fixed as per jurisdiction)
- The scanner then scans the entire documents which includes the scanning of the pre-printed details and barcodes.
- Whenever the scanner reads new barcode, the document commencing with that barcode gets assigned and linked against values derived from barcode.
- Imprinting the application (post scan) read from the bar code on every page of each document.
- The output from the scanner i.e. the images are stored in Tiff/jpeg Format and also in searchable (if required) PDF format at a predefined ~~network~~ path of a repository with the following directory structure:

- Scanned Documents (Root Directory)

- Date Folder

- Batch Folder (running serial no. of batches)
 - Barcode value 1 Folder (using the value from barcode)
 - Tiff Folder
 - Barcode 1 value name.tiff (using the value from barcode)
 - PDF Folder
 - Barcode 1 value name.pdf (using the value from barcode)
 - Barcode value 2 Folder (using the value from barcode)
 - Tiff Folder
 - Barcode 2 value name.tiff (using the value from barcode)
 - PDF Folder
 - Barcode 2 value name.pdf (using the value from barcode)
 - Barcode value N Folder (using the value from barcode)
 - Tiff Folder
 - Barcode N value name.tiff (using the value from barcode)
 - PDF Folder

- Barcode_N value_name.pdf (using the value from barcode)
- -----
- Scanned Documents (Root Directory)
 - Date Folder
 - Receipt No. Folder (using the values from barcode)
 - Application Number folder
 - Tiff Folder
 - Application_No_Document_type_1.tiff (using the values from barcode)
 - Application_No_Document_type_2.tiff
 - -----
 - Application_No_Document_type_n.tiff
 - PDF Folder
 - Application_No_Document_type_1.pdf (using the values from barcode)
 - Application_No_Document_type_2.pdf
 - -----
 - Application_No_Document_type_n.pdf

- The operator will then open the “scanned images processing software” and open the Tiff files of each application.
- The operator will select the thumbnail of first type of document and shall verify the type of document. If the document is marked wrongly, the operator will select the correct type of document from a drop down menu available for the selected document type.
- On submitting, the software shall ‘move’ and ‘save’ the selected pages giving the naming nomenclature as defined by the processing software module.
 - For example :
 - Application No_TM-1-(date).tiff
 - Application No_TM-12-(date).tiff
 - Application No_TM-48-(date).tiff
 - Application No_MIS-R-(date).tiff
 -(all other documents)
 - It may be noted here that :
 - ‘Application No.’ is derived from values of barcode derived from database
 - ‘Name of form’ is derived from values of barcode derived from database
 - ‘Date’ is derived from values of barcode derived from database
- In the next step, the operator will access the PDF folder and shall upload the documents at the pre-defined network/server path based on the application number and document type in an automated manner.
- EDP Operator would then open the software UI for data entry for the fields required

in the TMR database. Data entry form (UI) would be such that the operator is able to view the image file and data entry page side by side.

- Operator would select the data by highlighting the text with mouse and thereafter clicks data entry text box in the data entry form to populate the selected OCR'd data in the textbox. Un-recognizable/un-readable text matter may be edited by the operator in the given text field/ box.
- Operator would perform the same activity for all the available fields.
- In further step, Operator would identify and mark the relevant figure for publication from the image files with an option to re-size / crop in order to fit in the specified place of publication page format. (Information to be saved in XML/format as recommended)
- Other provisions:
 - Documents that do not correspond to the TMR domain (like RTI/ General grievance/ office communication letters) received at counter should be scanned and saved to an alternate network path.
 - Software UI should be provided with all the standard features of image processing like cleaning/cropping/ re-sizing / OCR /exporting in different formats etc.
 - Methodology and Approach as defined above are the broad scope of flow. Modification may be required during the preparation of URS to clearly/minutely define the operating procedures, parameters and steps.
 - Capturing of images in TMR may be colour specific.

Designs:

- The documents shall be received at the front office counter. While submitting the documents at the counter, a barcode shall be affixed on to each document of each application. The barcodes can either be pre-printed or can be printed using a barcode printer.
- The operator at the counter will scan the barcode using a handheld device and the value of the barcode shall be populated in the front-office CBR Module.
- Generation of CBR (Cash book receipt) with the value of Barcode being assigned to the documents (applications in case of locations other than Kolkata) filed.
- Barcode gets associated to a reference number, which in turn is linked to following values: Date of filing, CBR No., Application no. and/or Document type.
- Feeding the documents in scanner
- The scanner reads the barcode value.
- The scanner imprints the following details on each page before scanning the document:
 - Date and time of scanning (system generated)
 - Name of Office (fixed as per location)
- The scanner then scans the entire document which includes the scanning of the pre-printed details (from imprinter) and barcodes.
- Whenever the scanner reads new barcode, the document commencing with that barcode gets assigned and linked against values derived from barcode.

- Imprinting the application number (post scan) read from the bar code on every page of each document.
- The output from the scanner i.e. the images are stored in Tiff/jpeg Format and also in searchable (if required) PDF format at a predefined ~~network~~ path of a repository with the following directory structure:

- Scanned Documents (Root Directory)

- Date Folder

- Batch Folder (running serial no. of batches)
- Barcode value 1 Folder (using the value from barcode)
 - Tiff Folder
 - Barcode 1 value name.tiff (using the value from barcode)
 - PDF Folder
 - Barcode 1 value name.pdf (using the value from barcode)
- Barcode value 2 Folder (using the value from barcode)
 - Tiff Folder
 - Barcode 2 value name.tiff (using the value from barcode)
 - PDF Folder
 - Barcode 2 value name.pdf (using the value from barcode)
- Barcode value N Folder (using the value from barcode)
 - Tiff Folder
 - Barcode N value name.tiff (using the value from barcode)
 - PDF Folder
 - Barcode N value name.pdf (using the value from barcode)
 - -----

- Scanned Documents (Root Directory)

- Location folder (under root directory)

- Date Folder

- CBR No. Folder (using the values from barcode)
 - Application Number folder
 - Tiff Folder
 - Application_No_Document_type_1.tiff (using the values from barcode)
 - Application_No_Document_type_2.tiff
 - -----
 - Application_No_Document_type_n.tiff
 - PDF Folder
 - Application_No_Document_type_1.pdf (using the values from barcode)
 - Application_No_Document_type_2.pdf
 - -----
 - Application_No_Document_type_n.pdf

- The operator will then open the “scanned images processing software” and open the Tiff files of each application.
- The operator will select the thumbnail of first type of document and shall verify the type of document. If the document is marked wrongly, the operator will select the correct type of document from a drop down menu available for the selected document type.
- On submitting, the software shall ‘move’ and ‘save’ the selected pages giving the naming nomenclature as defined by the processing software module.
 - For example :
 - Application No_form_type1-(date).tiff
 - Application No_form_type2-(date).tiff
 -(all other documents)
 - It may be noted here that :
 - ‘Application No.’ is derived from values of barcode derived from database
 - ‘Name of form/document type’ is derived from values of barcode derived from database
 - ‘Date’ is derived from values of barcode derived from database
- Saved and verified TIFFs/ PDFs would be picked up by IPO server (auto sweep) at a pre-determined interval.
- EDP Operator would open the software UI for data entry for the fields required in the IPO database. Data entry form (UI) would be such that the operator is able to view the image file and data entry page side by side.
- Operator would select the data by highlighting the text with mouse and thereafter clicks data entry text box in the data entry form to populate the selected OCR'd data in the textbox. Un-recognizable/un-readable text matter may be edited by the operator in the given text field/ box.
- Operator would perform the same activity for all the available fields.
- In further step, Operator would identify and mark the relevant figure for publication from the image files with an option to re-size / crop in order to fit in the specified place of publication page format. (Information to be saved in XML/format as recommended)
- Other provisions:
 - Documents that do not correspond to the Designs domain (like RTI/ General grievance/ office communication letters) received at counter should be scanned and saved to an alternate network path.
 - Software UI should be provided with all the standard features of image processing like cleaning/cropping/ re-sizing / OCR /exporting in different formats etc.
 - Methodology and Approach as defined above are the broad scope of flow. Modification may be required during the preparation of URS to clearly/minutely define the operating procedures, parameters and steps.

- Designs document are to be scanned / managed at respective office of filing while accessibility of documents of all the offices has to be made available for Kolkata/Delhi office.
- Capturing of images in Designs may be colour specific.

GI:

- Application software for GI is still under continuous development. Although the methodology & approach is similar to all other offices but full and minute flow shall be defined at the time of URS preparation. However for the sake of scope following methodology is presented:
- The documents shall be received at the front office counter for both fee bearing and non-fee bearing documents. While submitting the documents at the counter. A barcode shall be affixed on to each document/form. The barcodes can either be pre-printed or can be printed using a barcode printer.
- The operator at the counter will scan the barcode using a handheld device and the value of the barcode shall be populated in the front office module.
- Generation of CBR/ NCR with the value of Barcode being assigned to the documents filed.
- Barcode get associated to a reference number, which in turn is linked to following values: Date of filing, Receipt No., Application no. & Document type.
- Feeding the documents in scanner
- The scanner reads the barcode value.
- The scanner imprints the following details on each page before scanning the document:
 - Date and time of scanning (system generated)
 - Name of Office (fixed as per jurisdiction)
- The scanner then scans the entire documents which includes the scanning of the pre-printed details and barcodes.
- Whenever the scanner reads new barcode, the document commencing with that barcode gets assigned and linked against values derived from barcode.
- Imprinting the application (post scan) read from the bar code on every page of each document.
- The output from the scanner i.e. the images are stored in Tiff/jpeg Format and also in searchable (if required) PDF format at a predefined ~~network~~ path of a repository with the following directory structure:
 - Scanned Documents (Root Directory)
 - Date Folder
 - Batch Folder (running serial no. of batches)
 - Barcode value 1 Folder (using the value from barcode)
 - Tiff Folder
 - Barcode 1 value name.tiff (using the value from barcode)
 - PDF Folder
 - Barcode 1 value name.pdf (using the value from barcode)

- Barcode value_2 Folder (using the value from barcode)
 - Tiff Folder
 - Barcode 2 value_name.tiff (using the value from barcode)
 - PDF Folder
 - Barcode 2 value_name.pdf (using the value from barcode)
- Barcode value_N Folder (using the value from barcode)
 - Tiff Folder
 - Barcode N value_name.tiff (using the value from barcode)
 - PDF Folder
 - Barcode N value_name.pdf (using the value from barcode)
 - -----
- Scanned Documents (Root Directory)
 - Date Folder
 - Receipt No. Folder (using the values from barcode)
 - Application Number folder
 - Tiff Folder
 - Application_No_Document_type_1.tiff (using the values from barcode)
 - Application_No_Document_type_2.tiff
 - -----
 - Application_No_Document_type_n.tiff
 - PDF Folder
 - Application_No_Document_type_1.pdf (using the values from barcode)
 - Application_No_Document_type_2.pdf
 - -----
 - Application_No_Document_type_n.pdf

- The operator will then open the “scanned images processing software” and open the Tiff files of each application.
- The operator will select the thumbnail of first type of document and shall verify the type of document. If the document is marked wrongly, the operator will select the correct type of document from a drop down menu available for the selected document type.
- On submitting, the software shall ‘move’ and ‘save’ the selected pages giving the naming nomenclature as defined by the processing software module.
 - For example :
 - Application No_document_type1-(date).tiff
 - Application No_document_type2-(date).tiff
 - Application No_document_type3-(date).tiff
 - Application No_document_type_MIS-(date).tiff
 -(all other documents)
 - It may be noted here that :

- 'Application No.' is derived from values of barcode derived from database
- 'Name of form/type of document' is derived from values of barcode derived from database
- 'Date' is derived from values of barcode derived from database
- In the next step, the operator will access the PDF folder and shall upload the documents at the pre-defined ~~network/server~~ path based on the application number and document type in an automated manner.
- EDP Operator would then open the software UI for data entry for the fields required in the TMR database. Data entry form (UI) would be such that the operator is able to view the image file and data entry page side by side.
- Operator would select the data by highlighting the text with mouse and thereafter clicks data entry text box in the data entry form to populate the selected OCR'd data in the textbox. Un-recognizable/un-readable text matter may be edited by the operator in the given text field/ box.
- Operator would perform the same activity for all the available fields.
- In further step, Operator would identify and mark the relevant figure for publication from the image files with an option to re-size / crop in order to fit in the specified place of publication page format. (Information to be saved in XML/format as recommended)
- Other provisions:
 - Documents that do not correspond to the GI domain (like RTI/ General grievance/ office communication letters) received at counter should be scanned and saved to an alternate network path.
 - Software UI should be provided with all the standard features of image processing like cleaning/cropping/ re-sizing / OCR /exporting in different formats etc.
 - Methodology and Approach as defined above are the broad scope of flow. Modification may be required during the preparation of URS to clearly/ minutely define the operating procedures, parameters and steps.
 - Capturing of images in GI may be colour specific.

9. System Requirements:

- To achieve the redesigned workflow, it is proposed to use the high-speed scanners with the capability of pre ~~and~~ / post scan imprinting over the documents.

Technical specifications of High Speed Scanner:

| Description | Specifications |
|--------------------|--|
| Scanning range | Minimum 2.9" x 2.9", Maximum 11" x 17" A3, A4 |
| Scanning speed | (Portrait/Landscape, 3600 dpi) atleast 7100 ppm / 140 ipm (colour, greyscale, or monochrome) |
| ADF Paper capacity | Atleast 500 sheets |
| Type | Simplex and Duplex |
| Background colours | Black and white (auto-switching) |

| | |
|---|---|
| Output resolution | Colour 100 / 150 / 200 / 300 / 400 / 600 dpi, Greyscale 100 / 150 / 200 / 240 / 300 / 400 / 600 dpi, Monochrome 100 / 150 / 200 / 240 / 300 / 400/ 600 dpi |
| Output format | 24 bit (colour), 8 bit (greyscale), or 1 bit (monochrome). |
| Voltage range | AC 200 to 240 V, +/-10%; 50/60 Hz 0.02 / -0.04 |
| Power | Operating- 200 watts or less, Sleepmode- Less than 12 watts. |
| Operational environment Temperature | 15°C to 35°C (59°F to 95°F) |
| Environmental compatibility | RoHS. |
| Pre-scan imprinter | <u>(non-mandatory preferable feature)</u> enabling users to print information on original documents prior to scanning for document management purposes. |
| Post-scan imprinter | enabling users to print <u>application number (atleast 40 characters)</u> on the <u>front/back</u> side of original documents (<u>post scan, ning</u> for document management purposes). |
| Other | Multi-feed detection Standard; Ultrasonic multi-feed detection sensor, Papercounter Standard. |
| Image processing <u>features</u> | Auto crop, auto de-skew, auto colour detection, auto page orientation, blank page detection, Dropout colour Selectable |
| Type | Desktop independent/stand alone <u>(Non-Mandatory preferable feature)</u> |
| Display panel | Touch screen LCD/TFT with customizable one touch operations. |
| Output Format | TIFF, PDF/PDF -Searchable, JPEG, RTF |
| Output Destination | Secure Network folders & Drive, Server upload |
| Output Compression | CCITT Group IV; JPEG or uncompressed output |
| Optical Resolution | 600 dpi |
| Multifeed Detection | Ultrasonic |
| Interface Support | TWAIN, ISIS, WIA drivers etc. |
| O/S Support (In Desktop intgration environment) | Windows 7 (32 & 64 bit) or higher |
| <u>Features</u> | Streak filtering, controlled stacking, automatic color detection, auto crop, image edge fill (black or white), aggressive crop, de-skew, de-speckling, content-based blank page detection and deletion, multi-color dropout, dual-stream scanning, automatic orientation |
| <u>Daily Volume</u> | Minimum 15000 pages |
| <u>Warranty</u> | Atleast 3 years (on-site) |

Further, the Customised application software for automating the digitisation of IPO documents, should have the following features:

| Description | Specification |
|--|--|
| Pre-Scan imprinting <u>(preferable feature)</u> | The customised application software shall be capable of customising the content of imprint. The input to be imprinted may include: <ol style="list-style-type: none"> 1. Date and time of scanning (system generated) 2. Name of Office (fixed as per jurisdiction) |
| Scanning | Should be capable of: <ul style="list-style-type: none"> • Reading and recognizing Barcodes • Assigning Barcode values to output files • Assigning determined values based on the reference no. read from Barcodes |
| Post-scan imprinting | Should be capable of <u>imprinting</u> : <ul style="list-style-type: none"> • Post scan imprinting of application number on the <u>Front/back</u> side of all the pages of original documents. • <u>Date and time of scanning (system generated)</u> • <u>Name of Office (fixed as per jurisdiction)</u> |
| Data Processing | Should be capable of: <ul style="list-style-type: none"> • Cleaning (de-skewing/de-specking/etc.) • Formatting (resizing/cropping etc.) • Converting the image to desired format (PDF, XML, JPEG etc.) • Optical Character Recognition • Saving the processed files as per the defined nomenclature. • Exporting to folder / network path / Server |
| Data Capturing | Should be capable of: <ul style="list-style-type: none"> • Data input in various forms and fields • Linking images, PDFs and XML • Data recognition (OCR) within selected area and capability to populate the read data to desired place. |

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10. PROPOSAL

- Proposal must be submitted in English language as per the requirements specified in this RFP.
- Applicants must provide all requisite information under this RFP and clearly and concisely respond to all points set out in this RFP. Any proposal, which does not fully and comprehensively address this RFP, may be rejected. However, unnecessary elaborate brochures or other presentations beyond what is necessary to present complete and effective proposals are not encouraged. Prices must be stated in INR and shall be inclusive of all taxes and all other charges and should be quoted on F.O.R. destination basis at Delhi, Kolkata, Mumbai, Chennai & Ahmedabad. The offer

submitted should be valid for a period of at least 180 days from the date of opening of the financial bid.

- (iii) It is the responsibility of the Applicant to identify and indicate any information of a confidential or proprietary nature contained in its proposal so that it may be managed accordingly. Though all steps shall be taken by CGPDTM to ensure such confidentiality, CGPDTM does not guarantee confidentiality.
- (iv) The "Technical Proposal" and "Financial Proposal" for Hardware and software shall be submitted in the proforma given in Annexure in **TWO** separate sealed envelopes superscribed 'Technical Proposal' and 'Financial Proposal' respectively. Both these envelopes shall be placed in a bigger third envelope, duly sealed and superscribed '**Proposal for SITC of high speed scanners with pre ~~and~~ post scan imprinting along with customized application software for automating the digitization of IPO documents**', The Proposal shall be submitted at the address and within the time as given in this RFP document. Any proposal which is not submitted in accordance with the instructions given in this document shall be liable to be rejected.
- (v) Each proposal shall be accompanied by a Bank draft for INR. 1,00,000/- (Rupees one lac only), as the earnest money, payable at Delhi, issued in favour of Controller of Patents, Delhi. The earnest money deposit of unsuccessful applicants shall be returned/ refunded without any interest. The EMD of the successful applicant in the event of default will be forfeited.
- (vi) **Technical Proposal:**
The "Technical Proposal" shall furnish the following information:-
 1. Technical bid - Annexure I
 2. Brief profile of the organization/firm - Annexure III
 3. CV's of key staffs - Annexure IV
 4. Statement and Undertaking - Annexure V
 5. MOU – Annexure VI
 6. Data Security Certificate- Annexure VII
 7. Assignment of Rights – Annexure VIII
- (vii) **Financial Proposal:**
 - a) The Financial Proposal shall be as per proforma at Annexure II. The price should be a consolidated price inclusive of all expenses, charges, taxes, etc. Financial bids of only those Applicants shall be opened whose technical proposals fulfill the minimum requirements of eligibility as well as other requirement as stipulated in the RFP.
 - b) **Instructions to applicants/agencies from abroad:**
In the case of applicants/agents from abroad who do not have currently any presence in India, they should establish/agree to establish an office in India, either directly or indirectly through a subsidiary/authorised representative etc., before the award of contract and should be willing to accept payment in Indian Rupees. A declaration in this regard signed by the authorised signatory should be submitted along with the offer in response to this document.

11. Amendment of RFP Document

- a. The office of CGPDTM reserves the right to amend this RFP document by issuing addendum/ addenda on the date as mentioned in para4. These addenda will be posted at the website of CGPDTM and shall be treated as a part of the RFP Document.
- b. **CGPDTM may, at its discretion, extend the deadline for the submission of Applications.**

12. Delivery Schedule:

The Vendor shall be able to deliver the required items within a reasonable period of time, preferably within 90 days after placing order. Delivery/Installation is to be done as per following schedule:

| S. No. | Office | Address | Quantity |
|--------|-------------------------|---|----------|
| 1 | IPO, Delhi | Intellectual Property Office Building, Plot No. 32, Sector 14, Dwarka, New Delhi-110075 | 2 |
| 2 | IPO, Chennai | Intellectual Property Office Building, G.S.T. Road, Guindy, Chennai-600032 | 2 |
| 3 | IPO, Kolkata | Intellectual Property Office Building, CP-2 Sector V, Salt Lake City, Kolkata-700091 | 2 |
| 4 | IPO, Mumbai | Boudhik Sampada Bhawan, Antop Hill, S. M. Road, Mumbai - 400 037. | 3 |
| 5 | TMR Registry, Ahmedabad | Trade Marks Registry, 15/27, National Chambers, 1st floor, Ashram Road, Ahmedabad 380009 Phone: 079-26587193 | 1 |

13. Time Limits:

The offer shall be valid at least for 180 days from the date of submission of proposal.

14. Withdrawal of proposals:

- (i) No modification or substitution of the submitted proposal shall be allowed.
- (ii) An Applicant may withdraw its Application after submission, provided that written notice of the withdrawal is received by CGPDTM before the due date for submission of Applications. In case an applicant wants to resubmit his application, he shall submit a fresh application following all the applicable conditions before the due date.
- (iii) The withdrawal notice shall be submitted in Original and each page of the notice shall be signed and stamped by authorized signatories. The notice shall be duly marked "WITHDRAWAL".

15. Evaluation of proposals:

A. Technical Evaluation:

Proposals submitted will be evaluated by an Evaluation Committee, constituted by the CGDTM.

(i) Review of Proposals

The Evaluation Committee will use a point formula during the review process to individually score Project Proposals, as outlined in Section A (ii) below, "Project Proposal Evaluation Criteria." The Evaluation Committee will then be convened to review and discuss these evaluations and combine the individual scores to arrive at a composite Project Proposal score for each applicant. Applicants that do not meet "Mandatory Elements" listed in Section A (ii) 1 below will be eliminated from further consideration.

The Evaluation Committee would request oral presentations/interview to demonstrate the understanding of work and the software solution proposed (maximum 30 minutes) from the applicants. Oral presentations will provide applicants with an opportunity to answer any questions the Evaluation Committee may have on an applicant's Project Proposal. In addition, the interview process is a valuable tool to assess the communication skills and professional demeanor of proposed project personnel.

The Evaluation Committee may also schedule a site/facility visit, if required. After the Qualitative Evaluation, the financial evaluation of those applicants receiving a minimum score of 70 points on the qualitative evaluation will be done.

(ii) Project Proposal Evaluation Criteria

Proposals will be evaluated using two (2) sets of criteria. Applicants meeting the mandatory elements will have their proposals evaluated and scored. The following represent the principal evaluation criteria which will be considered during the evaluation process.

1. Mandatory Elements:

- a. The applicant adheres to the eligibility criteria as specified in this RFP.
- b. Eligibility of hardware as per technical specifications

2. Qualitative Evaluation (Maximum Points = 100)

In order to be considered the proposer must achieve at least 70 points. (Points will be assigned by the evaluation committee)

| S. No. | Criteria | Maximum Points |
|--------|--|----------------|
| 1) | Quality of the hardware product based on specifications, features, output etc. | 30 |
| 2) | Expertise and Experience | 20 |

| | | |
|----|---|-----|
| | i. upto 3 years: 10 | |
| | ii. upto 5 years: 15 | |
| | iii. 6 or more years: 20 | |
| 3) | Understanding of work to be done and easiness of Software solution proposed | 20 |
| 4) | The quality of the applicant's professional personnel (Qualification and experience) to be assigned to the engagement and the quality of the applicant's management support personnel to be available for technical consultation. | 10 |
| 5) | Service network and level of service assured (time frame etc.) for after sales services, especially presence at the 5 specified locations. | 10 |
| 6) | Cost of consumables per 5,00,000 pages (in percentage against the cost of hardware) | 5 |
| 7) | Oral Presentations/Interviews | 5 |
| | Total | 100 |

Note: Preference shall be given to the bidder providing the preferable Scanner features in case multiple bidders meet the criteria specified in the RFP.

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B. Financial Evaluation

- (i) The financial evaluation shall be based purely on the total cost charged on IPO and shall include the cost of software and all services, if any, as well as taxes, duties, fees, levies and any other charges.
- (ii) Without prejudice to the above, in order to assist in the evaluation of applications, CGPDTM may, at its sole discretion, ask any applicant for any clarification on its application which shall be submitted within a stated reasonable period of time. Any request for clarification and all clarifications shall be in writing.
- (iii) If an applicant does not provide clarifications requested by the date and time set in CGPDTM's request for clarification, its application is liable to be rejected.

16. PERIOD OF THE CONTRACT:

- i. The decision of CGPDTM will be final in selecting the firm/ Consortia of firms/organization(s)/individuals and no further queries will be entertained.
- ii. Without any prejudice to other terms and conditions as contained in the RFP, the vendor shall be liable for the maintenance and functioning of the hardware till the hardware is under warranty. The vendor shall also be liable for the maintenance of the software which includes training the person deputed by IPO for the functioning of the software module. The contract for the maintenance will normally be for a period of 3 year, extendable on mutual consent with a prior notice of at least three months from either side.

17. Rejection of Bid :

The bid has to be submitted in the form of printed document. The bids submitted by Telex, fax or email bids or without shall not be entertained. The bids should be submitted in sealed envelopes else it will be rejected.

18. General Terms and Conditions:

- i. Bids shall remain valid for 180 days after the date of bid opening prescribed by the client. The client holds the rights to reject a bid valid for a period shorter than 180 days as non-responsive without any correspondence.
- ii. Visits by the representatives of the successful applicant would be a condition so that there is a continuous interaction between the applicant and the CGPDTM for monitoring of the supply position and services being rendered by the applicant.

19. Unsatisfactory performance of the Applicant:

If, at any time during the period of contract / agreement, the applicant encounters conditions impeding timely delivery of the hardware customized application software the Applicant shall promptly notify the CGPDTM in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the applicant's notice, the CGPDTM will evaluate the situation and may, at its discretion, take any other appropriate action.

20. Right to Accept/reject any or all bids / applications

CGPDTM reserves the right to accept or reject any or all Bids/Applications and to annul the qualification process at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

21. Additional work

Upon request of CGPDTM, the applicant shall agree to provide quotes for additional work, including further integration of customized application software with the IPO's electronic module

22. Liquidated damages

In the case where the applicant fails to provide the hardware and software or fails to provide the services as per the contract within the prescribed time, IPO will be entitled to a liquidated damage payment.

23. Service level Agreement (SLA)

An SLA is required to be signed by the selected vendor. SLA would include:

Part One: Service Operations:

- 1) Helpline: The vendor shall depute a dedicated Customer Care Helpline and provide the contact details such as local Telephone/ mobile No and e-mail address as well as proactive help to the respective office under CGPDTM to enable effective service.

- 2) Software: Perceptive Content of IPO shall be kept safe by the developed software. No matter / information/ content shall be communicated outside the network of IPO without permission.
- 3) Availability: The comprehensive service should run 24x7x365 with the exception of regular office closure or other downtime for scheduled and emergency maintenance (reboots and software Patching).
- 4) Maintenance and Upgrades: The scheduled maintenance (preventive) shall be provided every month with prior intimation and approval of office. These services may be take down during maintenance period. However, workable replacement shall be provided to respective office without any cost, if the downtime reaches beyond 2 days.
- 5) Backup of system and application software: The vendor should provide the Backup of the system and the application software along with updates whenever implemented.

Part Two: Responsibilities:

- 1) Software Support: Provide support for hardware and software systems, including patching, hardware and software updates.
- 2) Creation of Work Environments: Create and maintain working, development, test, and production environments for IPO.
 - a. Development: The development environment to allow developer /maintenance programmer to create and test folder structures, workflows and processes, user groups, Script development, etc. in an environment that may not be identical to the production environment.
 - b. Test: The Test environment (a copy of production) to allow testing and refinement.
 - c. Production: Moves finalized changes in Test to the production environment.
- 3) Training: Provide training of the Installed/developed hardware and software to the satisfaction of IPO.
- 4) Creation of Job cards and role manual: Create the job cards and role manual for the operators engaged in the activity.
- 5) Creation of User Manual: Create a comprehensive user manual with visual aids/presentation/videos for help.

24. Breach of SLA

In case, the applicant does not meet the - service level agreement for 3 continuous months, CGPDTM will treat it as a breach of Service Level Agreement. The CGPDTM shall have the right to terminate the contract and in such a situation the applicant shall have to pay the entire amount already paid with interest within 2 month time form the date of communication of such termination order.

25. Guarantee

The applicant shall provide guarantee that the hardware and software supplied either through them or through the vendor are reputed brand & company and shall work

satisfactorily. The applicant shall provide guarantee that they will make good for the lost time which may result due to operational errors.

26. Corrupt or Fraudulent Practices:

CGPDTM requires that Applicants under this contract observe the highest standard of ethics. In pursuance of this policy, CGPDTM;

- a) Defines, for the purpose of these provisions, the terms set forth below as follows:
 - i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public servant; and
 - ii. "fraudulent practice" means a misrepresentation of facts in order to influence the decision to award the consultancy contract to the detriment of the Govt. of India and PPP and targeted stake holders and includes collusive practice among Applicants/ (prior to or after the bid submission) designed to establish bid prices at artificial non-competitive levels and to Govt.of India and PPP and targeted stake holders of the benefits of free and open competition.
- b) CGPDTM will reject a proposal for award work if it is determined that the Applicant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- c) CGPDTM will declare an Applicant/ ineligible, either indefinitely or for a stated period of time, to be awarded a contract / contracts, if it at any time determines that the Applicant/ has engaged in corrupt or fraudulent practices in competing for, or in executing the consultancy contract.

27. CONFLICT OF INTEREST:

The selected applicants shall not engage in activities that conflict with the interest of the office of the Controller General of Patents, Designs & Trade Marks under the contract and nor would they engage in any assignment that would be in conflict of interest with their current obligations to the same or other clients. The selected applicants that have a business or family relationship with such members of staff of the office of the Controller General of Patents, Designs & Trade Marks who are directly or indirectly involved in the project will not be awarded the contract.

28. CONFIDENTIALITY:

This Request for Proposal or any part thereof, and all copies thereof must be returned to the CGPDTM upon request. It is understood that this Request for Proposal is confidential and proprietary to the CGPDTM, contains privileged information, part of which maybe copyrighted and is communicated to and received by applicants on the condition that no part thereof or any information concerning it may be copied, exhibited or furnished to others without the prior written consent of the CGPDTM except that applicants may exhibit the specifications to prospective sub-contractors for the sole purpose of obtaining offers from them. Notwithstanding the other provisions of the Request for Proposal, applicants will be bound by the contents

of this paragraph whether or not their company submits a bid or responds in any other way to this Request for Proposal.

29. Performance Bank Guarantee:

The applicant who has been awarded the contract (successful applicant) shall furnish a performance bank guarantee to the tune of 10% of the value of the contract in the form of account payee demand draft or bank guarantee which should be valid for a period of sixty days beyond the completion of all contractual obligations of the applicant including warranty. Performance security shall be forfeited and credited to the Government account in the event of breach of contractual obligation by the applicant. It will be the responsibility of the vendor to keep the performance guarantee valid during the entire contract period.

30. Right to Accept/Reject any or all Applications

CGPDTM reserves the right to accept or reject any or all Applications and to annul the qualification process at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

31. Errors in Proposal

Applicants or their authorized agents are expected to examine any workflow, instructions pertaining to the work, made available by the CGPDTM to the applicants for inspection. Failure to do so will be at the applicant's own risk. In case of error in the totaling of prices, the unit price will govern.

32. No commitment

This RFP does not commit the CGPDTM to award a contract or to pay any costs incurred in the preparations or submission of proposals, or costs incurred in making necessary studies for the preparation thereof or to procure or contract for services or supplies. The CGPDTM reserves the right to reject any or all proposals received in response to this RFP and to negotiate with any of the applicants or other firms in any manner deemed to be in the best interest of the CGPDTM. The CGPDTM reserves the right to negotiate and award only a portion of the requirements; to negotiate and award separate or multiple contracts for the elements covered by this RFP in any combination it may deem appropriate, at its sole discretion to add new considerations, information or requirements at any stage of the procurement process, including during negotiations with applicants; and reject proposal of any applicant that has previously failed to perform properly or in a timely manner contracts of a similar nature, or of applicant that, in the opinion of the CGPDTM, is not in a position or is not sufficiently qualified to perform the contract.

This RFP contains no contractual proposal of any kind, any proposal submitted will be regarded as a proposal by the applicant and not as an acceptance by the applicant of any proposal by the CGPDTM. No contractual relationship will exist except pursuant

to a written contract document signed by the authorised procurement official of the CGPDTM and by the successful applicant(s) chosen by the CGPDTM.

33. Memorandum of understanding (MoU) or Contract Agreement :

The successful applicant shall enter with Controller General of Patents, Designs and Trademarks a contract agreement as prescribed in Annexure-VI and also submit Data Security Certificate as prescribed in Annexure-VII with a period of ONE Week from the date of award of the contract.

- 34. Payment:** No advance payment shall be made to the vendor as Government of India General financial rules do not permit such advance payment unless the goods as purchased are delivered in good conditions AND MADE FUNCTIONAL incorporating the desired software at each location as specified in the RFP. The bills will be processed after their submissions for payment at the earliest, however, the office of CGPDTM will not be responsible for any delay in payment due to any reason,

35. Jurisdiction

The disputes, if any, arising between the successful applicant and CGPDTM shall be resolved amicably, failing which shall be referred to an Arbitrator, mutually acceptable to both parties, appointed by the CGPDTM as per the Arbitration and Conciliation Act, 1996. Alternatively, this shall be subject to the exclusive jurisdiction of courts at Delhi.

Annexure I

Technical Bid

(Proforma to be used by the applicants for supplying the hardware i.e. High –speed pre/post imprint scanners -and the customised application software [\(Document Management System\)](#) for automation of IPO documents as indicated in Appendix.)

IMPORTANT NOTICE:

The technical proposal should be submitted along with information contained in the RFP Document.

| S.No. | Item | details |
|-------|---|---------|
| 1. | Name of the Applicant/,Complete Postal Address with Tel.No./Cell No./FAX/ E-Mail | |
| 2 | Whether OEM or Authorised dealers | |
| 3. | Annual Turn-over/PAN No. | |
| 4. | (a) Address of your local office in Delhi/ National Capital Region (with Contact numbers, Fax, E-mails,etc) and Number of manpower deployed (b) In case, your local office is not established, how do you propose to provide services | |
| 5 | Name of companies , whom you represent as (Attach list) i. Exclusive Agent ii. Preferred Agent | |
| 6. | Years of experience in providing such services. | |
| 7. | Whether such or similar services have been provided to any other organization : if yes, please give the details | |

| | | |
|-----|--|--|
| 8. | Follow up in case of delay in supply of hardware or installation of software i. Mechanism to overcome such delays ii Maintenance of timeline | |
| 9. | Certificate of successful execution of order (Attach copy of orders) | |
| 10. | Particulars of Earnest Money Deposit for Rs. 1,00,000/-(one Lakh) | |
| 13. | Any other information which may be relevant | |
| 14. | Time duration for supply of the Hardware at the designated locations and supply and installation of the software at designated locations | |
| 15. | Pls. provide the purchasing/ licensing policy for the hardware and the customized application software, if any | |
| 16. | Whether the company/firm/agency has full control over the source of such bundle third party software which is to be used in the customized application software? | |
| 17 | Compliance to eligibility | |
| 18 | Compliance to System Requirements (Technical specification of high speed scanner scanner) | |

Certified that the information furnished/ given above is true and correct. In case, it is found wrong, I have no objection for my technical bid to be rejected.

Sign.of Agent/Applicant With seal

Annexure II

FINANCIAL BID

| S.No | Item Description | Brand | Quantity | Unit Price (inclusive of all taxes and charges FOR destination basis and delivery schedule in Para. 12) | Total Amount | Remarks |
|----------|---|-------|---|---|-----------------|---------|
| 1. | High speed scanners with pre and/ post scan imprinting of the values as given in the proposal as per the specifications given in the proposal | | 10 (tentative) | | | |
| 2. | Customised application software to be implemented on the hardware for achieving the output as per the proposal | | Each for the process of Patents, Trademarks, Designs & GI, as per methodology and approach defined in Para. 8 | | | |
| <u>3</u> | <u>Hand held scanners</u> | | <u>40</u> | | | |

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Certified that the information furnished/ given above is true and correct. In case, it is found wrong, I have no objection for my technical bid to be rejected.

Sign.of Agent/Applicant With seal

GENERAL INFORMATION

- 1. Name of the firm:
(Attach an attested photocopy of Certificate of Registration.)
- 2. Legal Status of the Firm: Individual/Association/Joint Venture/Consortium
- 3. PAN/TAN Number:
- 4. Registered Address, telephone, Tele-fax.
.....
- 5 . Contact Person, Designation and Address including email ID
.....
.....
- 6 . Length of experience in providing such services:
- 7 . Names and Addresses of Associated Companies to be involved in the Project and whether Parent/Subsidiary/ others. (The relationship to be indicated)
- 8. In case the company is subsidiary, the involvement, if any, of the Parent Company in the services:
- 9. State whether the in-house expertise is available for all services/sub-systems. If not, details of sub-consultants to be involved in the project.
- 10. Has the applicant or any constituent partner in case of partnership firm, ever been debarred/ black listed for competing in any organization at any time? If so, give details
- 11. Has the applicant or any constituent partner in case of partnership firm, ever been convicted?

Certified that the information furnished/ given above is true and correct to the best of my knowledge. In case, it is found wrong/misrepresentation of facts, I have no objection for my technical bid to be rejected.

Signature of the Applicant/Authorized representative

CVs OF KEY STAFF

- 1. Name of the Staff:
- 2. Designation:
- 3. Name and address of the firm presently employed, if any :
- 4. Years with the firm:
- 5. Position in the Proposed project (describe degree of responsibility also) :
- 6. Qualifications (Technical and General) :
- 7. Membership in professional bodies:
- 8. Experience and Training (Relevant in the context of assignment) :
- 9. Employment record:

| Name of the Firm | Position Held | Year of Employment |
|------------------|---------------|--------------------|
| | | |

Certified that the information furnished/ given above is true and correct to the best of my knowledge. In case, it is found wrong/misrepresentation of facts, I have no objection for my technical bid to be rejected

Signature of the Applicant/Authorized representative

Statement and Undertaking

1. I/we certify that the hardware and the software have been procured through legal means. I agree to liable for any breach thereof.
2. I/we undertake to observe the highest standard ethics during the term of contract.
3. I/we undertake to provide the hardware and the software in stipulated period of time in accordance with the term of contract.
4. I/we undertake to repay the amount due on me/us in case of breach of contract.
5. I undertake to abide by all the terms and conditions contained in the RFP.

DECLARATION:

The information furnished above is true and authentic to the best of my/our knowledge

Signature of applicant/authorized representative

CONTRACT AGREEMENT

(Agreement to be executed on Rs.100/- Non-judicial Stamp Paper)

An agreement made this day of BETWEEN (hereinafter called the applicant or contracting agency which expression shall include his legal representatives) of the one part and The Controller General of Patents, Designs and Trademark (hereinafter referred to as CGPDTM, which expression shall include "the Government" or Department or Indian Patent Office or any person authorized by CGPDTM) of the other part and WHEREBY the applicant agrees to provide; Hardware and customised application software for the Indian Patent Offices as mentioned in the proposal document (RFP) for the Offices of the Controller General of Patents, Designs and Trademarks, on the terms and conditions as mentioned in the Proposal document (RFP) INCLUDING THE FOLLOWING :-

- (a) that it is expressly understood and agreed by the applicant that he has understood all the terms and conditions fully and clearly and shall abide by them during the entire period of the contract between the parties to this Agreement.
- (b) that the persons deployed by the applicant for the services mentioned above shall be the employees of the applicant for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the applicant and in no case, shall a relationship of employer and employee between the said persons and the CGPDTM accrue/arise implicitly or explicitly.
- (c) that the applicant will be required to submit a bank guarantee equivalent to 10% of the tender value as security for compliance with the terms and conditions of this contract.
- (d) that the CGPDTM reserves the right to
 - (i) terminate this contract by giving a notice of one month in advance any time during the contract.
 - (ii) to enter into parallel contract for similar services with other agencies/person whenever it is found necessary.
 - (iii) to extend the contract up to a further period, if required, from the date of expiry of the initial period, on mutually agreed terms and conditions.
- (e) that the applicant will be entirely responsible for the execution of this contract in all respects in accordance with the conditions of this contract and shall not assign or sub-let the same.
- (f) if the applicant becomes insolvent or he or his Agent offers any bribe in connection with the contract or the applicant fails to observe or perform any condition of this contract then notwithstanding any previous waiver of such default or action being taken under any other clause hereof the CGPDTM may terminate the contract and forfeit the said deposit and recover from the applicant any loss suffered by the Government on account of the contract being terminated.
- (g) if any dispute or difference shall arise including this contract, the settlement of which is not hereinbefore provided for, the same shall be referred to the arbitration of any person

nominated by CGPDTM in writing and the decision of such arbitrator shall be final and binding on the parties to this contract.

- (h) The applicant shall also be responsible for timely statutory payments if any and there shall not be any responsibility of the CGPDTM.
- (i) That the applicant shall keep the CGPDTM indemnified against all claims whatsoever in respect of the employees deployed by the applicant. In case any employee of the applicant so deployed enters in dispute of any nature whatsoever, it will be the responsibility of the applicant to contest the same. In case CGPDTM is made party and is supposed to contest the case, the CGPDTM will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid by the applicant to CGPDTM on demand. Further, the applicant will ensure that no financial or other liability comes on CGPDTM in this respect of any nature whatsoever and shall keep CGPDTM indemnified in this respect.
- (j) That the applicant shall further keep the CGPDTM indemnified against any loss to the CGPDTM's property and assets, directly attributable to the act of omission or commissions of the Applicant. The CGPDTM shall have further right to adjust and/or deduct the amount corresponding to the loss from the payments due to the applicant under this contract.
- (k) That the applicant shall be responsible for faithful compliance of the terms and conditions of this agreement, and shall also abide by all the terms and conditions as mentioned in the RFP document. The same may be terminated and the security deposit will be forfeited and further the work may be got done from another agency.
- (l) That if the applicant violates any of the terms and conditions of this agreement or commits any fault or their services are not to the entire satisfaction of the CGPDTM, a penalty leading to a deduction of up to 10% of the total amount of bill for particular month may be imposed.
- (m) The security money shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the applicant and/or loss/damage, if any, sustained by the CGPDTM on account of failure or negligence of the workers/employee/person deployed by him or in the event of breach of the agreement.

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

Signed by the said contracting agency

In the presence of: -

1st Witness

Address

2nd Witness

Address

Signed for and on behalf of the Controller General of Patents, Designs and Trademarks

In the presence of : -

1st Witness

Address

2nd Witness

Address

ANNEXURE VII

DATA SECURITY CERTIFICATE

I / We hereby certify that the Controller General of Patents, Designs and Trademarks (hereinafter referred to as CGPDTM, which expression shall include “the Government” or Department or Indian Patent Office or any person authorized by CGPDTM) shall have absolute right over the hardware and customized application software including the perpetual license for the customized application software. The original input data supplied to me / us by the Indian Patent Office or digital data and output products processed / produced from input data will not be passed on to any other agency or individual other than the authorized person of Indian Patent Office. I / We shall abide by all security and general instructions issued by CGPDTM from time to time.

I / We also agree that any data provided by CGPDTM to me/us shall be kept secret and confidential in accordance with the terms and conditions contained in the RFP document during the contract period or even after completion of the task.

Signature of the applicant/ contracting agency

Signature of the witnesses

(1)

(2)

ASSIGNMENT OF RIGHTS

I / We hereby certify that the Controller General of Patents, Designs and Trademarks (hereinafter referred to as CGPDTM, which expression shall include "the Government" or Department or Indian Patent Office or any person authorized by CGPDTM) shall have absolute right over the customized application software so developed for achieving the desired objectives through this RFP. Further, we certify that there is no liability of any third party, responsible for development and procurement of the software and hardware respectively.

I/We hereby certify that the CGPDTM shall have the absolute right over the customized application software to further modify / transfer/ distribute within the office or even to get the software further customized by any other agency whatsoever.

Signature of the applicant/ contracting agency

Signature of the witnesses

(1)

(2)