



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

Request for Proposals (RFP)

for

- i. supply of periodicals in electronic form on annual subscription basis, document delivery basis or on any other suitable basis; and
- ii. a common search platform for searching the said periodicals.



Controller General of Patents, Designs & Trade Marks
Boudhik Sampada Bhavan, Near Antop Hill Head Post Office, S.M. Road, Antop Hill, Mumbai-400037.
Phone: 022-24132735, Fax : 022-24123322

Request for proposals

1. Disclaimer

- i. This request for proposal (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.
- ii. 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/parties.
- iii. 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

- i. **'Act'** means the Patents Act, 1970.
- ii. **'Applicant'** means a publisher/authorized agent/consortium represented by a lead partner who has submitted a proposal in response to this document, i.e. the RFP.
- iii. **'CGPDTM'** means the Controller General of Patents, Designs and Trade Marks.
- iv. **'CSP'** means a common search platform which is capable of conducting a comprehensive search on multiple periodicals, preferably on all the periodicals mentioned in Annexure-I.
- v. **'IPATS'** stands for Search System of Indian Patent Office and means a customized integrated search platform (ISP) and the related interface that is being developed for the CGPDTM.
- vi. **'IPO'** means Indian Patent Office including branch offices.
- vii. **'IPEA'** means the International Preliminary Examining Authority.
- viii. **'ISA'** means the International Searching Authority.
- ix. **'ISP'** means an Integrated Search Platform.
- x. **'LoA'** means Letter of Acceptance.
- xi. **'NPL'** means Non Patent Literature.
- xii. **'PCT'** means the Patent Cooperation Treaty.
- xiii. **'Periodicals'** means the items mentioned in Annexure-I.
- xiv. **'PL'** means Patent Literature.
- xv. **'Proposal'** means the proposal submitted by a applicant in response to this RFP.
- xvi. **'RFP'** means the present document i.e. the request for proposals.
- xvii. **'Vendor'** means the applicant who has been selected by CGPDTM to supply the periodicals.

3. Request for proposals (RFP)

The office of the Controller General of Patents, Designs and Trade Marks invites interested eligible parties to submit:

- i. the cost as well as mode(s) of subscribing to periodicals mentioned in Annexure - I on annual subscription basis.

- ii. the cost as well as mode(s) of subscribing to periodicals mentioned in Annexure - I on document delivery basis.
- iii. the cost of procuring a common search platform (CSP), along with the related interface, that is capable of conducting a comprehensive search and retrieving information from all, or most, of the periodicals mentioned in Annexure-I.

NOTE:

- i. Applicants can submit proposals for some or all of the periodicals mentioned in Annexure-I. However, an applicant must be able to provide at least 20 periodicals mentioned in Annexure-I.
- ii. The access to the periodicals is required to be provided electronically to CGPDTM. However, if any of the periodicals are not available in electronic format but the applicant can make such periodicals available to the CGPDTM in electronic searchable format, the applicant may submit a quote for such periodicals.
- iii. CGPDTM is in the process of developing its own integrated search platform (IPATS) which will be capable of conducting comprehensive search in patent as well as non-patent literature (periodicals). The applicant will therefore be required to provide access to the periodicals by providing 'data as such' or 'access to data' in a mutually agreed format, e.g. xml feeds or any other mutually agreed electronic format so that the said periodicals can be accessed seamlessly through the IPATS without the necessity of visiting the website of the publisher or logging into the website of the publisher. These aspects have also been explained in para 13.

4. 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 document containing the details regarding the scope of work, prescribed proforma and qualification criteria can be downloaded from <http://www.ipindia.nic.in> or www.tenders.gov.in

C. Language of proposals:

The proposals should be submitted in English.

D. Cost of the RFP:

The RFP document may be obtained from the Cash Counter at Intellectual Property Office, Boudhik Sampada Bhavan, S.M. Road, Antop Hill, Mumbai-400037 by making a payment of Rs. 500/- in cash or by way of Demand Draft, drawn in favour of Controller of Patents and payable at Mumbai.

In the alternative, the RFP document may be downloaded free of cost from the aforementioned websites in which case the submitted proposal shall be accompanied by a payment of Rs. 500/- in cash or by way of Demand Draft, drawn in favour of Controller of Patents and payable at Mumbai, towards the cost of RFP.

E. Schedule of activities:

S.No.	Event	Date
1	Availability of RFP document at www.ipindia.nic.in	13.09.2013
2	Pre-Bid Conference	20.09.2013
2	Last date for receiving queries	23.09.2013
4	Date on which clarifications will be issued by CGPDTM	24.09.2013
5	Issuance of addendum to RFP document, if any	25.09.2013
6	Last date for submission of proposals	07.10.2013, 11:00 a.m.
7	Evaluation on eligibility criteria	07.10.2013, 11:30 a.m.
8	Opening of financial bid	07.10.2013 (after evaluation on eligibility criteria)
9	Award of contract	After evaluation of financial proposal
10	Delivery of periodicals, electronically, and making the CSP available to CGPDTM	Within 5 working days from the date of award of contract, in any case from 15.10.2013

F. Venue for pre-bid conference:

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

G. Venue for evaluation of eligibility criteria, opening of financial proposal and evaluation of proposals:

Conference Hall, Boudhik Sampada Bhavan, S.M. Road, Antop Hill, Mumbai-400037.

H. Proposals are required to be submitted to:

The Administrative Officer
Office of the Controller General of Patents, Designs and Trade Marks,
Boudhik Sampada Bhavan,
Near Antop Hill Post Office,
S. M. Road, Antop Hill,
Mumbai 400 037.

I. For any further clarification, please contact:

Sukhdeep Singh
Examiner of Patents and Designs
Boudhik Sampada Bhavan,
Near Antop Hill Head Post Office,

S.M. Road, Antop Hill, Mumbai-400037.
Phone : 022-24132735
Fax : 022-24123322

5. Background

The Office of the Controller General of Patents, Designs & Trade Marks (**CGPDTM**) is an office functioning under the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India. The CGPDTM is responsible for the administration of the Patents Act, 1970. Consequent to India's accession to the World Trade Organization in 1995, the intellectual property laws were amended/re-enacted in order to meet the obligations under the TRIPS Agreement. The Patents Act 1970 was amended in 1999, 2002 and 2005. India also became the Member of Patent Cooperation Treaty (PCT) and The Paris Convention for the protection of Industrial Property in 1998. In 2007 India acquired the status of International Searching Authority (ISA) and International Preliminary Examining Authority (IPEA) under the PCT.

For assessing the patentability of a patent application, an Examiner conducts a search in a wide variety of databases. In the present scenario, an Examiner is required to login into different databases and conduct separate searches in those databases. Thereafter, the Examiner compiles a report based on analysis of search results retrieved from different databases. It is desirable to have a search platform, which has the capability to search across a spectrum of databases, patent as well as non-patent, from a single interface, without the necessity of logging into different databases. Such a search platform is under development in the Office of CGPDTM. The search platform will work in such a manner that the interface for the Examiner will remain unchanged, without the necessity of logging-in, and the CGPDTM will have the freedom to plug-in as many databases at the back-end as possible. The applicants must keep this **important objective** in mind while formulating their proposals.

6. Search and examination functions of the IPO:

i. For National Applications:

The applications for patents filed under the Patents Act, 1970, seeking protection in India, are examined by the IPO in accordance with the Act to ascertain as to whether the claimed subject matter constitutes an invention under the Act.

ii. For PCT International Applications received as ISA and IPEA:

IPO is in the process of establishing itself as an International Searching Authority (ISA) and International Preliminary Examining Authority (IPEA) under the Patent Cooperation Treaty and accordingly is required to equip itself with adequate search tools with coverage conforming to at least the PCT minimum documentation. Prior art searches are vital for ascertaining the novelty and inventive step of an invention.

Conducting a comprehensive search is an integral part of the examination process for National as well as International Applications. A search is required to be conducted in the PL and NPL databases. Conducting such searches is resource intensive and requires extensive data sets of PL as well as NPL databases. While conducting search, multiple searches in multiple databases and on identical applications is not only tedious and time consuming but is also does not make optimal usage of valuable resources of the IPO. Full exploitation of the resources of IPO requires best search tools to efficiently and effectively utilize the skills of Examiners for performing high quality prior art searches.

7. Objectives

- i. To secure access to the periodicals by securing 'data as such' or 'access to data' in a mutually agreed electronic format, preferably xml format, so that the periodicals can be accessed seamlessly through the IPATS without the necessity of visiting the website of the publisher or logging into the website of the publisher.
- ii. To select the vendors in such a manner that the necessity of dealing with multiple vendors is reduced.
- iii. To procure the periodicals for offices of CGPDTM at Delhi, Mumbai, Kolkata, Chennai and Nagpur.
- iv. To secure access to a common search platform (CSP) and the related interface capable of conducting a comprehensive search and retrieving information from all or most of the periodicals mentioned in Annexure-I.

8. Scope of Work

- i. To provide access to the periodicals, electronically, at all the IPO locations, as elaborated in para 3.
- ii. To provide access to a common search platform and the related interface capable of conducting a comprehensive search and retrieving information from all or most of the periodicals mentioned in Annexure-I.
- iii. To provide access to the periodicals by providing 'data as such' or by providing 'access to data' in a mutually agreed electronic format, preferably xml format, so that the periodicals can be accessed seamlessly through the IPATS.
- iv. To provide access to the periodicals in such a manner so that the Examiners get a seamless, unrestricted and continuous access to the periodicals from a single interface so that the said periodicals can be accessed seamlessly through the IPATS without the necessity of visiting the website of the publisher or logging into the website of the publisher.
- v. To provide access to periodicals which can be searched according to all or most of the following criteria:
 - a) searching in full-text.
 - b) searching in abstract.
 - c) searching in title.
 - d) searching by author name.
 - e) searching by date of publication.
 - f) searching by International Patent Classification (IPC).

- vi. To provide facility for generating monthly reports containing analysis about, among other things, the usage and the pattern of usage.
- vii. The common search platform should have the following features:
 - a) Facility for conducting a search by way of a query having Boolean operators.
 - b) Flexible result list presentation based on the preference on the user i.e. detailed list, side-by-side preview etc.
 - c) Searching multiple periodicals, preferably all, with the same syntax.
 - d) Multiple export formats: excel, text, RTF (word), PDF, etc.

9. Eligibility Criteria

- i. Proposals are invited only from 'applicants' who are EITHER publishers themselves OR are able to provide access to the documents mentioned in Annexure-I through legal means.
- ii. Proposals are invited only from 'applicants' who can provide 'data as such' or can provide 'access to data' in a mutually agreed upon format, preferably xml format, so that the periodicals can be accessed seamlessly through the IPATS. If the applicant is willing to provide data in html format, as such, the requirements of this paragraph shall be deemed to have been fulfilled.
- iii. The applicant should be able to provide access to at least 20 periodicals mentioned in Annexure-1.
- iv. In case the applicant is not a 'publisher', the applicant should have proven experience of at least three years in providing satisfactory services through subscription and / or document delivery services (DDS) or any other mode.
- v. The applicant should have an annual turnover of at least Rupees Fifty Lacs. Audited statements should be submitted as proof. In case of publishers, this condition will not apply.
- vi. The applicant should preferably possess or can make available a common search platform (CSP) to CGPDTM within 5 working days from the date of award of contract.
- vii. The applicant should agree, if he emerges as the vendor, to make reasonable efforts for procurement of periodicals mentioned in Annexure-I, for which a suitable vendor could not be identified under this RFP.

10. Time Lines

- i. **Validity of offer:**

The offer should remain valid for a period of **90 days** from the date of opening of the financial proposal. CGPDTM may in exceptional cases ask the applicants to extend this period.
- ii. **Access to periodicals and the CSP:**

The vendor(s) will provide access to periodicals and the CSP within 5 working days from the date of award of contract.

11. Proposals

- i. Proposals may be sent by post, in which case the proposals should reach the address mentioned in para 4(H) before the date and time mentioned in para 5(E)(6).
- ii. Proposals may also be delivered by hand at the address mentioned in 4(H) before the date and time mentioned in 5(E)(6).
- iii. The outer envelope should contain three sealed envelopes, namely, “Eligibility criteria” (containing Annexure-II), “Technical Information” (containing Annexure-III) and “Financial Proposal”(containing Annexure-IV).
- iv. The result will be entirely dependent on the financial proposal, subject to fulfillment of technical conditions of this document.
- v. The **outer envelope** should also contain a demand draft (in favour of “Controller of Patents, payable at Mumbai”) / cash receipt towards **the cost of the RFP**, which is Rs.500/-. This cost is non-refundable.

Note: If the RFP document has been downloaded free of cost from **the website of this Office**, the cost of RFP shall be paid by way of a separate Demand Draft i.e. the cost of RFP and the earnest money deposit should not be clubbed in a single Demand Draft.

- vi. The **outer envelope** should also contain a demand draft or a fixed deposit receipt for INR. 2,00,000/- (Rupees Two Lacs only), as the **earnest money**, payable at Mumbai, issued in favor of Controller of Patents, Mumbai. The earnest money deposit of unsuccessful applicants shall be returned without any interest.

Note:

- A. It would be the responsibility of the applicant to ensure that the earnest money deposit remains valid at least for a period of **150 days** from the date of opening of financial proposal. In exceptional cases, CGPDTM reserves the right to request to the applicant to extend the validity of the demand draft/fixed deposit receipt.
 - B. The earnest money deposit of unsuccessful applicants will be returned promptly, after **90 days** from the date of opening of financial proposal or after the expiry of **1 month** from the date of award of the contract, whichever is earlier.
 - C. The earnest money deposit of the vendor will be returned promptly after the receipt of performance bank guarantee.
- vii. It is mandatory to include in the proposal a Cover Letter, signed by the person who is authorized to sign the contract in case of award of contract. This cover letter should be placed in the outer envelope and not in any of the remaining inner envelopes. The cover letter should clearly state that the applicant accepts in full and without restriction the requirements of the specifications mentioned in this document (RFP).
 - viii. It is up to the applicant to present in his technical proposal details of his organization and methodology with which he will fulfill (comply in full with) all the technical requirements outlined in this document.

- ix. The financial proposal should be submitted for a period of 3 years and no hike in the charges stated will be allowed. If however, the cost of a periodical is reduced or the periodical becomes open source, the CGPDTM will be charged accordingly.
- x. Financial proposals should reflect the complete cost. In future, payment exceeding this sum will not be allowed.
- NOTE: Where the applicant wishes to provide more than one quote, in case more than one proposal such as providing data (one proposal) and providing access to data (another proposal) is being submitted by the same applicant, the applicant may do so.
- xi. As far as possible the quotes should be submitted in INR. In exceptional cases, quotes in USD and EURO will be entertained i.e. if the publishers only accept USD or EURO.
- xii. Applicants must ensure that the proposals are signed by an authorized representative and that all the documents are legible.
- xiii. In case of a consortium, the role of each member should be clearly mentioned. CGPDTM reserves the right to require a consortium to have a legal form before the contract is signed (if this is necessary for performance of the contract). The consortium must nominate one party which will be responsible for receipt & processing of payments, for managing service administration, for coordination etc. and for discharging all the duties under the agreement, to be signed, on behalf of the consortium. Also, a consortium should authorize one member to perform all the acts for the purpose of making a proposal in response to this document. A power of attorney should accompany the proposal in such cases. Members in such a case assume joint and several liability towards CGPDTM for the performance of contract as a whole.
- xiv. The outer envelope must therefore contain the following:
1. Cover letter from the person authorized to sign the contract
 2. Demand draft of Rs. 500/- towards cost of RFP
 3. Demand draft / fixed deposit in favour of 'Controller of Patents' and payable at Mumbai for Rs. 2,00,000/- as earnest money deposit.
 4. A signed and sealed envelope containing Annexure-II (eligibility criteria).
 5. A signed and sealed envelope containing Annexure-III, V, VI, VII, VIII, IX, X (technical information).
 6. A signed and sealed envelope containing Annexure-IV (financial proposal).

Proposals for supply of periodicals and
a common search platform for searching

To,
The Administrative Officer
Office of the Controller General of Patents, Designs and Trade Marks,
Boudhik Sampada Bhavan,
Near Antop Hill Post Office,
S. M. Road, Antop Hill,
Mumbai 400 037.

Name & address of applicant:

12. Important

- i. Only those financial proposals will be opened and evaluated which fulfill the minimum eligibility criteria.
- ii. In case the applicant is a consortium represented by a lead partner, CGPDTM may evaluate the documents specifically with reference to the lead partner as well as the other members of the consortium so as to ascertain whether the consortium will be able to provide satisfactory services.
- iii. Any kind of amendment/clarification of the proposals is not allowed.
- iv. CGPDTM may require clarification on specific points, due to which the applicants should depute an authorized representative on the day of evaluation of proposals at the location mentioned in para H above. The authorized representative should carry an authorization letter signed by the person who has signed the proposal and who is authorized to sign the contract, in case the contract is awarded.
- v. It may be noted that if the necessary information and supporting documents required for evaluation of a proposal are missing, such information and the documents may not be requested as a clarification if this might alter the proposal.
- vi. Any clarification should not lead to amendment of terms of the original proposal. Any clarification submitted by the applicant in response to a query must therefore make clear reference to the relevant information already present in the proposal.
- vii. With respect to obvious clerical errors in the Financial Proposal, the applicants will not be required to add new prices but only explain the quotation on the basis of elements and prices already present in the offer.
- viii. Applicants should be prepared to reply to such requests for clarification within a short reasonable period of time.

- ix. In submitting a proposal, the applicant accepts in full and without restriction the requirements of the specifications mentioned in this document, and the special and general conditions governing this procedure, whatever his own conditions of sale and terms of business may be. No account can be taken of any reservation or disclaimer expressed in the proposal as regards the conditions and specifications.
- x. Any reservation or disclaimer may result in the rejection of the proposal without further evaluation on the ground that it does not comply with the conditions of this document.
- xi. Applicants are therefore expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this document. Failure to submit a Technical and Financial Proposals containing all the required information and documentation may lead to the rejection of the proposal.
- xii. The vendor will be required to enter into a contract containing *inter alia* the terms mentioned in this RFP. The conditions mentioned in this document shall be of overriding nature.
- xiii. Following submission of the proposals and their final evaluation, the CGPDTM reserves the right to retain unsuccessful proposals. 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.
- xiv. Each vendor shall be informed about the periodicals for which he has been selected along with other details.
- xv. Applicants must provide all requisite information and should clearly and concisely respond to all points set out in this RFP. Unnecessary elaborate brochures or other presentations beyond what is necessary to present complete and effective proposals are not encouraged.
- xvi. Any proposal which is not submitted in accordance with the instructions given in this document will be summarily rejected without any reasons and communication.

13. Technical conditions

The following technical conditions should be fulfilled by the applicants with respect to the periodicals being quoted by them:

a) DDS

- i. Articles / papers should be downloaded electronically in real-time or should be sent by e-mail to the requesting user within 15 minutes from the time of request.
- ii. Online ordering and management system should be made available and a demo of the same should be provided during evaluation of the proposals.
- iii. The online management system should have the capability to manage all ordering process and all the administrative tasks e.g. standard and personalized reporting regarding usage.

- iv. The system should allow end-users to place their own orders and an administration account enabling the Administrator to check, change, approve, reject or automatically allow the end users orders.
- v. The documents downloaded by DDS should be free for internal circulation. Such documents should be also allowed to be cited as relevant documents in examination reports prepared under the statute namely the Patents Act, 1970. If however, free internal circulation or citing of such documents in examination reports is not possible, the same should be specified clearly.

b) Subscription

- i. Back issues should be provided.
- ii. Archives should be provided.
- iii. CGPD TM should have perpetual rights for the content under subscription, the back issues as well as the archives.
- iv. Facility of inter-library loan should be allowed.
- v. Under the interlibrary loan service a user of one library will be able to receive photocopies of documents that are owned by CGPD TM. The user will be required to make a request with his local library, which, acting as an intermediary, will place a request to the CGPD TM, will receive the item, will make it available to the user, and will also arrange for its return. The libraries of CGPD TM will set the due date and overdue fees of the material borrowed.

c) Common conditions for ‘DDS’ as well as ‘Subscription’

- i. Documents should bear a publication date.
- ii. Perpetual access should include the right to store electronic/print copies and freedom to provide full access to authorized users, and access to relevant articles/papers to ‘applicants for patents’ in particular, in perpetuity so as to enable the CGPD TM to discharge his statutory duties in accordance with the Patents Act, 1970.
- iii. Provision for conducting search in full-text content is a priority for CGPD TM.
- iv. Provision for online account management should be available.
- v. Facility should be made available to five locations where CGPD TM has offices i.e. at Delhi, Kolkata, Mumbai, Chennai and Nagpur.
- vi. Walk-in access from authorized terminals should be allowed.

A user, who is not an authorized to use the e-resources of the CGPD TM, can register to use a selection of e-resources at the libraries of CGPD TM as a “walk-in” user. The user will be required to register with the library by filling a registration form and providing necessary identification details. Walk-in users may access the resources for educational purposes only, such as private study or research, and will be required to abide by the Acceptable Use Policy included in the registration form. Access will be provided to the user through an authorized terminal in the library.

- vii. Incident management regarding unavailability of service, changes in the IP numbers, and other possible access issues, should be dealt by the vendor in an efficient way.
- viii. The vendor should conduct training sessions at all the locations i.e. Delhi, Mumbai, Kolkata, Chennai and Nagpur once in every quarter.
- ix. The need of contact between CGPDTM and publishers should be minimum.
- x. The number of users who will access the services will be 250 approximately which may rise to 800 over the next three years.

d) Common search platform (CSP)

(Please explain the CSP in detail) in point 25 of Annexure-III

NOTE:

1. CGPDTM does not intend to procure periodicals which are not in English language. However, if a corresponding English language title is available, CGPDTM may subscribe to such a periodical. Applicants may therefore quote accordingly.
2. CGPDTM also wishes to have freedom to cite the relevant documents i.e. prior arts in examination reports prepared under the Patents Act, 1970 and also to provide a copy to the applicant for patent.
3. Customarily, periodicals are accessed electronically by logging into the portals of the publishers. It may be noted that this method is, though not prohibited, least desirable so far as the procedure governed by the present document is concerned.
4. Highest preference will be accorded to those applicants who are willing to provide 'data' as such i.e. data will reside on the secure servers of the CGPDTM. CGPDTM is willing to enter into an agreement to comply all the conditions relating to copyrights.

Provided that, for a given periodical, the CGPDTM retains the freedom to select an applicant who is willing to provide 'access to data' by way of xml, even when another or the same applicant is willing to provide 'data as such'. Such a case may arise if the cost of taking 'data as such' (i.e. data resides on the secure servers of CGPDTM) is, in the view of CGPDTM, unreasonable when compared to the cost of taking 'access to data'. However, the priority of the CGPDTM, as aforementioned, will be to procure 'data as such'.

5. Next preference will be accorded to those applicants who are willing to provide 'access to data' by way of xml feeds i.e. the user will not be required to log-in into the portal of a publisher. In such a case, the user can search a periodical by entering a query in the IPATS, by using the 'interface of IPATS'. A corresponding query will be sent to the server of the publisher and the publisher's server will return a 'result-set', which will be displayed in the 'interface of IPATS'. The user may thereafter analyze the retrieved results using the 'interface of IPATS'.

6. It is clarified that CGPDTM does not presently intend to subscribe to periodicals for which 'data as such' cannot be provided and 'access to data' also cannot be provided in the xml or the mutually agreed format. The applicants should therefore, in line with the objectives of this document, with reference to 'access to data', propose the best methodologies available with them so that the periodicals can be accessed electronically from within the IPATS. The applicants may also propose different methodologies, along with the cost required to be incurred for using each methodology, available with them for providing 'access to data' using their own judgment.
7. In case a given periodical is being offered at the same cost, with same kind of attributes, by different applicants, preference will be given to the applicant who is offering more number of periodicals at a competitive price. This is in line with the general objective underlying the present document that the necessity of dealing with multiple vendors should be reduced.
8. In case a given periodical is being offered at the same cost, with same kind of attributes, by different applicants, preference will be given to the applicant who has made a better complimentary offer or who has made such an offer that as compared to the offer of other applicants, his overall offer can be termed as 'value for money'.
9. 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 his application which shall be submitted within a stated reasonable period of time.
10. If an applicant does not provide clarifications within a reasonable period of time, his application is liable to be rejected.

14. Important information to be provided by applicants

DDS

- i. Is there a facility for making part-yearly subscriptions for periodicals not mentioned in Annexure-I? If yes, please mention the periodicals. If it is found that the usage for a particular journal not mentioned in Annexure-I is high, CGPDTM may intend to subscribe to the said journal for part of the year.

Subscription

- i. Whether applicant has an exclusive right to a periodical? If yes, please mention such periodical(s).
- ii. For each periodical, back issues are actually available for which period (dd/mm/yyyy to dd/mm/yyyy) and will be provided to CGPDTM for which period (dd/mm/yyyy to dd/mm/yyyy).
- iii. For each periodical, archives are actually available for which period (dd/mm/yyyy to dd/mm/yyyy) and will be provided to CGPDTM for which period (dd/mm/yyyy to dd/mm/yyyy)

- iv. If the applicant is giving data as such with perpetual access, there is no issue. If however the applicant is not giving data and is providing access to the periodicals, what will be conditions of perpetual access upon discontinuation of subscription?
- v. Is there a facility for making part-yearly subscriptions for periodicals not mentioned in Annexure-I? If yes, please mention the periodicals.

Common information for ‘DDS’ as well as ‘Subscription’

- i. For each periodical, please specify whether the abstracts are author’s original abstracts or are value added abstracts?
- ii. For each periodical, please specify whether the title is author’s original title or a value added title?
- iii. Whether the periodical is proprietary or open access?
- iv. For each periodical, frequency of publication by publisher?
- v. For each periodical, frequency of addition and availability to CGPDTM of such additions?
- vi. Does the applicant propose to provide a collection of periodicals of scientific / technical nature, which is not included in Annexure-I at no extra cost? If yes, please specify the ISSN codes and titles of all such periodicals.
- vii. Does the applicant propose to provide a physical copy for the libraries established in the office of CGPDTM at five locations, i.e. Delhi, Mumbai, Kolkata, Chennai and Nagpur? If yes, please specify the ISSN codes and titles of the periodicals.

15. Procedure to be adopted by the successful vendor in case of subscription

- i. The vendor on receipt of work order / purchase order shall subscribe to the periodicals mentioned therein within one week, including holidays.
- ii. The subscription must be entered in the name of the CGPDTM in records of the publisher.
- iii. After subscription, a proof of subscribing to the periodicals shall be sent by the vendor to CGPDTM. Proof includes a letter from the publisher.
- iv. The invoices raised by the vendor(s) should be supported by publishers’ invoices.
- v. Failure to subscribe to any title(s), for what so ever reason, within 3 weeks from the date on which orders were placed, may result in cancellation of the order / contract and the CGPDTM will be free to procure such title(s) from other sources. This may also entail forfeiture of the earnest money deposit / performance guarantee or may result in any other penalty as may be decided by the CGPDTM.

16. Procedure to be adopted by the successful vendor in case of document delivery service

- i. DDS services shall be subscribed / registered in the name of CGPDTM. Bills shall be accompanied by the original invoices of service providers.
- ii. The normal delivery time for an article selected by an end user should not be more than 15 minutes for delivery of the article in PDF format.

- iii. Failure to deliver any document/article for whatsoever reason within 3 working days may result in cancellation of the order / contract and the CGPDTM will be free to procure such title(s) from other sources. This may also entail forfeiture of the earnest money deposit / performance guarantee or any other penalty as may be decided by the CGPDTM.

17. Procedure to be adopted by the successful vendor in case of subscription

The CSP should be made available within 5 working days to the CGPDTM.

18. Delivery of Periodicals

- i. The applicant shall procure all the periodicals / services for which he has been selected from the respective publishers / service providers. When each periodical / service becomes available in the agreed upon electronic format, the vendor shall notify the same to the CGPDTM and in case of any objection by the CGPDTM, the vendor shall take all possible steps to resolve the issue(s).
- ii. The applicant shall follow-up on those issues of periodicals which are delayed and /or not received from the publishers within six weeks from the expected date of publication, with due intimation to the CGPDTM.
- iii. The applicant shall provide a monthly status report on the subscription and document delivery position and also as and when required by CGPDTM.
- iv. Visits by the representatives of the vendor would be a condition precedent 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. Delays

- i. The vendor shall monitor the missing issues of periodicals, if any and take all possible steps to arrange for such missing issues. An issue late by six weeks may entail a penalty as may be decided by the CGPDTM, in the absence of a reasonable excuse. Also, in the absence of satisfactory proof and regular follow-ups, the applicant shall be responsible to make up for the missing issues.
- ii. The applicant shall have to accept full responsibility for the refund in full in cases where no issue at all or a substantial number of issues of a periodical are not made available. The time can be extended only in cases where a confirmation is received from the publishers regarding receipt of payment and the supply is delayed either due to delay in release of issue or some other genuine reasons deemed reasonable to the CGPDTM.
- iii. In case of late publication, non-publication, cessation of a title, temporary cessation of a title, and also any other kind of bibliographic change (title, publisher, frequency etc.), the vendor must notify CGPDTM within five (5) working days of receipt of the information from the publisher. Failure to do so may incur a penalty.

20. Unsatisfactory performance of the Applicant

- i. If, at any time during the period of contract, the applicant encounters conditions impeding timely delivery of the periodicals, 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, extend the applicant's time for supply of such periodicals, or take any other appropriate action.
- ii. The applicant shall have to accept full responsibility for the refund in full in cases where no issue at all or a substantial number of issues corresponding to a periodical were not made available. The time can be extended only in cases where the supply is delayed either due to delay in release of issue or some other genuine reasons deemed reasonable to the CGPDTM.
- iii. In case of unsatisfactory performance, the applicant will be liable to refund the subscription amount, if already paid. Refund for missing issues would be on pro-rata basis wherein a grace period of 6 weeks would be allowed from the due date of an issue for supplying such missing issue.

21. Financial Proposals

The Financial Proposal shall be submitted as per Annexure IV. The price should be a consolidated price inclusive of all expenses and taxes, if any. Financial proposals of only those applicants will be opened who fulfill the eligibility requirements (Annexure-II) stipulated in the RFP.

Financial Evaluation

- i. The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the prices shown under different items of the Financial Proposal.
- ii. The prices in the Financial Proposal may be submitted in INR, USD or Euro. For the purposes of evaluation, the daily representative exchange rates published by the Reserve Bank of India for the day on which the Financial Proposals are opened shall be considered as the applicable currency conversion rate. The prices submitted should be valid for a period of at least ninety days from the date of opening of the financial proposal.
- iii. The total price should be stated clearly. It is clarified that the total price shall cover all the associated costs, whatsoever. Payments shall also be subject to taxes as per Applicable Laws.
- iv. The total amount indicated in the Financial Proposal shall be unconditional, unequivocal, final and binding. If any assumption or condition is indicated in the Financial Proposal, it shall be considered as non-responsive and the proposal shall be rejected.
- v. The financial evaluation shall be based purely on the total price charged to CGPDTM.
- vi. The lowest financial proposal, provided that it satisfies the criteria provided in this document, will be awarded the contract. The applicants are therefore advised to

carefully read the document and apprise themselves of all the conditions in this document.

22. Period of contract

The contract will be for an initial period of 1 year, likely from 15th October 2013 to 14th October 2014. The applicants should be prepared to start providing services from 15th October 2013. Subject to the quality of services provided by the successful applicant(s), the contract may be renewed up to 2 times, i.e. twice for an additional period of 1 year each, on mutually agreeable terms. Therefore, the total period of contract may range from 1 year to 3 years. At the end of each year, without the specific instructions of CGPDTM, periodicals should not be renewed automatically. Further, renewals will be ordered by way of an e-mail.

23. Withdrawal of applications

- i. No modification or substitution of the submitted proposal/application 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 prepared in Original only and each page of the notice shall be signed and stamped by authorized signatories. The copy of the notice shall be duly marked "WITHDRAWAL".

24. Right to Accept/reject any or all applications

CGPDTM reserves the right to accept or reject any or all proposals/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.

25. Additional work

Upon request of CGPDTM, the vendor shall agree to provide quotes for additional work. However, the vendor will make all reasonable efforts for securing the procurement of periodicals mentioned in Annexure-I, for which a suitable vendor could not be identified under this RFP and the same will not be termed as additional work and will not entail any kind of extra payment. CGPDTM is willing, if required, to issue a letter in favour of the successful vendor(s) enabling him/them to contact the publishers so as to procure such periodicals.

26. Payment

- (i) Invoices must be supplied in original and should be raised by applicants themselves or through their authorised representatives, if required. No additional charges should

appear in the invoice. The invoices should be supported by publisher's invoices and should be in line with the financial proposal submitted in response to this RFP.

- (ii) The payment for subscribed periodicals will be made preferably in Indian currency in favour of the vendor. In case of payment in foreign currency, the currency conversion rates on the date of payment are generally taken into consideration.
- (iii) When CGPDTM is entitled to a refund, a credit note for the corresponding amount will be issued by CGPDTM and the amount shall either be paid by the vendor, and upon failure to do so shall be deducted from future invoices raised along with interest at the prevailing rate or may be realised from the earnest money deposit or the performance bank guarantee.
- (iv) The vendor shall provide an acknowledgement from the publisher as to receipt of payment for a specific service within 30 days from the date of payment to the vendor. Failure on part of the applicant to provide such an acknowledgement shall be deemed to be a violation of an essential condition of the contract.
- (v) The General Financial Regulations of the Government of India preclude advance payments and payments by letter of credit. Such provisions in a proposal will be prejudicial to its evaluation by the CGPDTM. The normal terms of payments are 45 days after satisfactory delivery of periodicals for the corresponding year.
- (vi) After successful compliance of requirements of this document by the vendor and consequent to a report of the technical committee, payment will be paid by CGPDIM to the vendor as under:

- After the expiry of the first year, if the services were satisfactory and are being provided without any kind of discontinuity

100% of the total value for the first year

-After the expiry of second year, if the services were satisfactory and are being provided without any kind of discontinuity

100% of the total value for the second year

-After the expiry of third year, if the services were satisfactory and are being provided without any kind of discontinuity

100% of the total value for the third year

NOTE:

1. The vendor will however be allowed to raise monthly invoices in case of DDS. In case of documents/periodicals/articles ordered for DDS, the applicant will make payment preferably in Indian Rupees (INR) from their own source on behalf of CGPDTM. The payment should be remitted via wire transfer/ electronic processing. Afterwards the vendor can raise the invoices along with the proof of bank remittances for the amount paid along with the proof of exchange rates prevailing on the date of remittance, if the payments were made in foreign currency. Such bills will be accepted for payment

against production of bank memo for verification of conversion rates charged in the invoices.

2. The foreign periodicals which allow invoicing in INR should be billed in INR. The CGPDTM will check the bills/invoices and relevant documents in support of remittance, bank conversion certificate etc. Usage reports, ID wise as far as possible, are considered to be relevant documents for the purpose of invoices raised by the vendor.

27. Sub-contracting

In case of sub-contracting, the CGPDTM will have no legal relationship with the entities other than the successful applicant and the successful applicant will be entirely responsible for the performance of the contract. Under no circumstances will the successful party be able to avoid the liabilities accruing under this document/contract.

28. Liquidated damages

- (i) Where the applicant has failed to provide the subscribed periodicals or to place an order for periodicals/articles/document ordered by CGPDTM within the prescribed time period, CGPDTM will be entitled to a liquidated damage payment for each CGPDTM's working day at a rate specified below, wherein the payment is calculated based on the percentage of non-compliance if any, of the price for the respective stage.
- (ii) The daily rates for liquidated damage payments shall be as follows:
 - 1% of the due payment, per week, for the first month,
 - 2% of the due payment, per week, for the following month,
 - 3% of the due payment, per week, for the next months, with a maximum of 25%.

If the liquidated damages go beyond 25%, the Contract will be terminated.

29. Breach of the agreement

In case, the applicant does not meet the requirements of the agreement for 3 continuous months, CGPDTM will treat it as a breach of the 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 months from the date of communication of such termination order.

30. Guarantee

- (i) The applicant shall provide guarantee that the documents /periodicals supplied either through subscription mode or document delivery service (DDS) should be made available for search at IPOs on seamless basis.
- (ii) The applicant shall provide guarantee that they will make good the lost time which may result due to operational errors.

31. Corrupt or Fraudulent Practices:

- (i) CGPD TM requires that Applicants under this contract observe the highest standard of ethics. In pursuance of this policy, CGPD TM ;
- 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 Government of India and PPP and targeted stake holders of the benefits of free and open competition.
 - b) CGPD TM will reject a proposal for award of 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) CGPD TM 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.

32. Conflict of interest

Theselectedapplicantsshallnotengageinactivitiesthatconflictwiththe 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 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.

33. Performance Bank Guarantee:

The applicant who has been awarded the contract (vendor) shall, within 30 days from the date of award of contract, 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 in favour of CGPD TM which should be valid for a period of sixty days beyond the completion of all contractual obligations of the applicant. Performance bank guarantee shall be forfeited and credited to the Government account in the event of breach of contractual obligation by the applicant. Earnest money deposit shall be returned within 30 days of submission of the performance bank guarantee.

34. No commitment

This RFP does not commit the CGPD TM 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 CGPD TM 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 an applicant who, 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 being signed between the CGPDTM and by the vendor.

35. Data security certificate:

The vendor shall submit a Data Security Certificate as prescribed in Annexure-X with a period of one week from the date of award of the contract.

36. Jurisdiction

The disputes, if any, arising between the vendor 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 Mumbai.

List of periodicals

S.No.	ISSN No.	Title	Publisher	Language of publication
1	0001-4966	Journal of the Acoustical Society of America	American Institute of Physics	English
2	0904-213X	Acta Chemica Scandinavica	Blackwell Munksgaard	English
3	0916-8451	Bioscience, Biotechnology and Biochemistry	Japan Society for Bioscience Biotechnology and Agrochemistry	English
4	0002-7820	Journal of the American Ceramic Society	American Ceramic Society	English
5	0002-7863	Journal of the American Chemical Society	American Chemical Society	English
6	0003-2700	Analytical Chemistry	American Chemical Society	English
7	1433-7851	Angewandte Chemie (International ed. print)	Wiley - VCH Verlag GmbH & Co. KgaA	English
8	0003-6935	Applied Optics	Optical Society of America	English
9	0003-6951	Applied Physics Letters	American Institute of Physics	English
10	0001-2785	ATZ. Automobiltechnische Zeitschrift	Vieweg Verlag	English
11	0005-2175	Aviation Week and Space Technology	McGraw-Hill, Inc	English
12	0009-2347	Chemical and Engineering News	American Chemical Society	English
13	0009-2363	Chemical and Pharmaceutical Bulletin	Pharmaceutical Society of Japan	English
14	0009-2460	Chemical Engineering	Chemical Engineering	English
15	0009-2665	Chemical Reviews	American Chemical Society	English
16	1359-7345	Chemical communications	The Royal Society of Chemistry	English
17	1477-9226	Dalton Transactions	The Royal Society of Chemistry	English
18	1463-9076	Physical Chemistry Chemical Physics	The Royal Society of Chemistry	English
19	1477-0520	Organic & Biomolecular Chemistry	The Royal Society of Chemistry	English

20	0009-2673	Bulletin of the Chemical Society of Japan	Chemical Society of Japan	English
21	0009-286X	Chemie-Ingenieur-Technik	Wiley - VCH Verlag GmbH & Co. KgaA	German
22	0009-3068	Chemistry and Industry	The Society of Chemical Industry	English
23	0010-0765	Collection of Czechoslovak Chemical Communications	Institute of Organic Chemistry and Biochemistry	English
24	0010-8049	Control Engineering	Reed Business Information	English
25	1267-7167	Alcatel Telecommunications Review	Alcatel	English
26	0013-4651	Journal of the Electrochemical Society	Electrochemical Society, Inc	English
27	0013-4872	Electronic Design	Penton Media, Inc. Global Headquarters	English
28	Not available	Electronic Engineering Design	CMP Europe Ltd	English
29	0018-8646	IBM Journal of Research and Development	International Business Machines Corporation	English
30	0018-9197	IEEE Journal of Quantum electronics	Institute of Electrical and Electronics Engineers Inc	English
31	0018-9200	IEEE Journal of Solid State Circuits	Institute of Electrical and Electronics Engineers Inc	English
32	0018-9219	Proceedings of the IEEE	Institute of Electrical and Electronics Engineers Inc	English
33	0018-9235	IEEE Spectrum	Institute of Electrical and Electronics Engineers Inc	English
34	0018-9251	IEEE Transactions On Aerospace and Electronic Systems	Institute of Electrical and Electronics Engineers Inc	English
35	1053-587X	IEEE Transactions on Signal Processing	Institute of Electrical and Electronics Engineers Inc	English
36	0018-9294	IEEE Transactions On Biomedical Engineering	Institute of Electrical and Electronics Engineers Inc	English
37	0098-3063	IEEE Transactions On Consumer Electronics	Institute of Electrical and Electronics Engineers Inc	English
38	0090-6778	IEEE Transactions on Communications	Institute of Electrical and Electronics Engineers Inc	English

39	0018-9340	IEEE Transactions on Computers	Institute of Electrical and Electronics Engineers Inc	English
40	0018-9383	IEEE Transactions on Electron Devices	Institute of Electrical and Electronics Engineers Inc	English
41	0018-9456	IEEE Transactions on Instrumentation and Measurement	Institute of Electrical and Electronics Engineers Inc	English
42	0018-9480	IEEE Transactions On Microwave Theory and Techniques	Institute of Electrical and Electronics Engineers Inc	English
43	1521-3331	IEEE Transactions On Components and Packaging Technology	Institute of Electrical and Electronics Engineers Inc	English
44	1521-3323	IEEE Transactions on Advanced Packaging	Institute of Electrical and Electronics Engineers Inc	English
45	1521-334X	EEE Transactions on Electronics Packaging Manufacturing	Institute of Electrical and Electronics Engineers Inc	English
46	0885-3010	IEEE Transactions on Ultrasonics, Ferroelectrics and Frequency Control	Institute of Electrical and Electronics Engineers Inc	English
47	0888-5885	Industrial and Engineering Chemistry Research	American Chemical Society	English
48	0916-8508	IEICE Transactions on Fundamentals of Electronics, Communications and Computer Sciences	Oxford University Press	English
49	0916-8516	IEICE Transactions on Communications	Oxford University Press	English
50	0916-8524	IEICE Transactions on Electronics	Oxford University Press	English
51	0916-8532	IEICE Transactions on Information and Systems	Oxford University Press	English
52	0021-4922	Japanese Journal of Applied Physics	Institute of Pure and Applied Physics	English
53	0149-9025	Japanese Journal of Polymer Science and Engineering	Society of Polymer Science, Japan	English
54	0021-8561	Journal of Agricultural and Food Chemistry	American Chemical Society	English

55	1070-4272	Russian journal of applied chemistry	MAIK Nauka – Interperiodica	English
56	0021-8979	Journal of Applied Physics	American Institute of Physics	English
57	0021-8995	Journal of Applied Polymer Science	John Wiley and Sons, Inc	English
58	1570-0232	Journal of Chromatography. B, Analytical Technologies in the Biomedical and Life Sciences	Elsevier Science	English
59	1070-3632	Russian Journal of General Chemistry	MAIK Nauka Interperiodica	English
60	1047-4838	JOM	The Minerals, Metals, & Materials Society	English
61	0022-3263	The Journal of Organic Chemistry	American Chemical Society	English
62	0022-328X	Journal of Organometallic Chemistry	Elsevier Sequoia S.A.	English
63	0957-0233	Measurement Science and Technology	Institute of Physics Publishing	English
64	0887-624X	Journal of Polymer Science - Polymer Chemistry	John Wiley and Sons, Inc	English
65	0887-6266	Journal of Polymer Science - Polymer Physics	John Wiley and Sons, Inc	English
66	1434-193X	European Journal of Organic Chemistry	Wiley - VCH Verlag GmbH & Co. KgaA	English
67	0945-0084	Kunststoffe, Plast Europe	Carl Hanser Verlag GmbH & Co. KG	English
68	0024-9114	Machine Design	Penton Media, Inc. Global Headquarters	English
69	0026-0576	Metal Finishing	Elsevier Science Publishers B.V.	English
70	0026-8283	Modern Plastics International	Canon Communications LLC	English
71	1084-7529	Journal of the Optical Society of America - Optics, Image Science, and Vision	Optical Society of America	English
72	0740-3224	Journal of the Optical Society of America - Optical Physics	Optical Society of America	English

73	0030-400X	Optics and Spectroscopy	Optical Society of America, Inc	English
74	0165-5817	Philips Journal of Research	Pergamon	English
75	0094-0003	Physical Review and Physical Review Letters Index	American Physical Society	English
76	1098-0121	Physical Review. B, Condensed Matter and Materials Physics	American Physical Society	English
77	0556-2813	Physical Review. C, Nuclear Physics	American Physical Society	English
78	0556-2821	Physical Review. D, Particles, Gravitation, and Cosmology	American Physical Society	English
79	0032-1338	Plastverarbeiter	Huethig GmbH & Co. KG	German
80	0032-1567	Playthings	Playthings	English
81	0965-545X	Polymer Science	MAIK Nauka – Interperiodica	English
82	1560-0904	Polymer Science. Series B	MAIK Nauka – Interperiodica	English
83	0032-5929	Power	Platts. The McGraw Hill Group of Companies.	English
84	0034-6748	Review of Scientific Instruments	American Institute of Physics	English
85	0035-9475	Rubber Chemistry and Technology	American Chemical Society	English
86	1543-849X	Automotive Engineering International	SAE Magazines	English
87	0036-8733	Scientific American	Scientific American, Inc.	English
88	0036-1682	SMPTE Journal	Society of Motion Picture and Television engineers	English
89	1472-3581	Coloration Technology	Society of Dyers and Colourists	English
90	0038-1101	Solid-State Electronics	Pergamon	English
91	0038-111X	Solid-State Technology	Pennwell Publishing Company	English
92	0340-4803	Stahl und Eisen	Verlag-Stahleisen-GmbH	English
93	0039-128X	Steroids	Elsevier Science	English
94	0734-1415	TAPPI journal	TAPPI - Technical Association of the Pulp and Paper Industry	English
95	0040-4020	Tetrahedron	Pergamon	English
96	0040-4039	Tetrahedron Letters	Pergamon	English

97	0040-5175	Textile Research Journal	Textile Research Institute	English
98	0042-1766	VDI-Z	Springer VDI Verlag GmbH & Co. KG	German
99	1061-4303	Water Environment Research	Water Environment Federation	English
100	1365-4675	Electronics World	Highbury Business Communications	English
101	0009-2258	Chemical Abstracts	Chemical Abstracts Service (CAS)	English
102	1265-6534	REE. Revue de l'Électricité et de l'Électronique	EDP Sciences	French
103	0022-0248	Journal of Crystal Growth	Elsevier Science	English
104	1070-4280	Russian Journal of Organic Chemistry	MAIK Nauka – Interperiodica	English
105	0030-4018	Optics Communications	Elsevier Science	English
106	1436-1574	RFE	Huss-Medien GmbH	German
107	1063-7826	Semiconductors	MAIK Nauka Interperiodica	English
108	1063-7850	Technical Physics Letters	MAIK Nauka – Interperiodica	English
109	0361-4190	Xerox Disclosure Journal	Xerox Corporation	English
110	0028-0836	Nature	Nature Publishing Group	English
111	0027-8424	Proceedings of the National Academy of Sciences of the USA	2101 Constitution Ave., NW, Washington, DC 20418, USA	English
112	0378-1119	Gene	Elsevier Science	English
113	0305-1048	Nucleic Acids Research	Oxford University Press	English
114	0036-8075	Science	American Association for the Advancement of Science	English
115	0013-5194	Electronic Letters	Institution of Electrical Engineers	English
116	0013-5658	Elektronik	WEKA Fachzeitschriften Verlag GmbH	German
117	0741-3106	IEEE Electron Device Letters	Institute of Electrical and Electronics Engineers Inc	English
118	0040-6090	Thin Solid Films	Elsevier Science	English
119	1095-791X	WESCON Conference Proceedings	Institute of Electrical and Electronics Engineers Inc	English
120	0018-9499	IEEE Transactions on Nuclear Science	Institute of Electrical and Electronics Engineers Inc	English

121	0021-9258	Journal of Biological Chemistry	American Society for Biochemistry and Molecular Biology, Inc.	English
122	0006-3002	BBA Biochimica et Biophysica Acta	Elsevier BV	English
123	0006-2960	Biochemistry	American Chemical Society	English
124	0008-5472	Cancer Research	American Association for Cancer Research	English
125	0076-6879	Methods in Enzymology	Academic Press	English
126	0006-291X	Biochemical and Biophysical Research Communications	Academic Press	English
127	0009-9147	Clinical Chemistry	American Association for Clinical Chemistry	English
128	0022-1767	Journal of Immunology	American Association of Immunologists	English
129	0261-4189	EMBO Journal	Nature-Publishing-Group	English
130	0092-8674	Cell	Cell Press	English
131	0161-7370	Popular Science	Time4 Media, Inc.	English
132	0032-4558	Popular Mechanics	Hearst Magazines Division	English
133	0360-5280	Byte	CMP Media LLC	English
134	0032-0889	Plant Physiology	American Society of Plant Biologists	English
135	1023-0823	TR Transfer	Hallwag AG	English
136	0945-7143	MPA - Messen, Prüfen, Automatisieren	b-Quadrat Verlagsgesellschaft mbH	German
137	0042-1758	VDI-Nachrichten	VDI Verlag GmbH	German
138	0720-5953	Konstruktion	Springer VDI Verlag GmbH & Co KG	German
139	0932-5468	Elektor	Elektor Verlag GmbH	German
140	0262-5318	Derwent Biotechnology Abstracts	Derwent-Information	English
141	0012-7515	EDN	Reed Business Information	English
142	1089-7089	Bell Labs Technical Journal	Lucent Technologies	English
143	1434-1948	European Journal of Inorganic Chemistry	Wiley - VCH Verlag GmbH & Co. KgaA	English
144	1087-0156	Nature Biotechnology	Nature Biotechnology	English
145	0374-4353	Research Disclosure	Kenneth-Mason-Publications-Ltd	English
146	1330-0075	Acta Pharmaceutica	Croatian Pharmaceutical Society	English

147	0013-0001	Economic Botany	New York Botanical Garden Press	English
148	0143-8042	Journal of Chinese Medicine	Journal of Chinese Medicine	English
149	0378-8741	Journal of Ethnopharmacology	Elsevier Ireland Ltd	English
150	1388-0209	Pharmaceutical Biology	Swets & Zeitlinger BV	English
151	0367-326X	Fitoterapia	Elsevier Science	English
152	0163-3864	Journal of Natural Products	American Chemical Society	English
153	0022-3166	Journal of Nutrition	American Society for Nutritional Sciences	English
154	0031-9422	Phytochemistry	Pergamon	English
155	0951-418X	Phytotherapy Research	John Wiley & Sons Ltd.	English
156	0032-0943	Planta Medica	Georg Thieme Verlag	English
157	0972-5938	Indian Journal of Traditional Knowledge	National Institute of Science Communication and Information Resources (NISCAIR)	English
158	0250-4367	Medicinal and Aromatic Plants Abstracts	National Institute of Science Communication and Information Resources (NISCAIR)	English
159	1976-6882	Korean Journal of Traditional Knowledge	KISTI (Korea Institute of Science and Technology Information)	English

Eligibility criteria

- i. Is the 'applicant' a publisher, if not a publisher or not a publisher but is able to provide access to the documents mentioned in Annexure-I through legal means?
YES/NO
- ii. If the applicant is not a publisher, will he be able to provide access to the documents mentioned in Annexure-I through legal means?
YES/NO/N.A.
- iii. Is the 'applicant' willing to provide the periodicals electronically in a mutually agreed upon format, preferably xml format, so that the periodicals can be accessed seamlessly through the IPATS? If the applicant is willing to provide data as such, in html or PDF searchable format which is highly desirable, the requirements of this paragraph shall be deemed to have been fulfilled.
YES/NO
- iv. Is the applicant quoting for 20 or more items i.e. periodicals mentioned in Annexure-1?
YES/NO
- v. If the applicant is not a 'publisher', does the applicant have proven experience of at least three years in providing satisfactory services through subscription and / or document delivery services (DDS) or any other mode.
YES/NO
- vi. Does the applicant have an annual turnover of at least Rupees Fifty Lacs. In case of publishers, this condition does not apply.
YES/NO/Not applicable
- vii. Does the applicant possess or can the applicant make available a common search platform (CSP) to IPO within 15 days from the date of award of contract.
YES/NO
- viii. If the applicant emerges as a vendor, does the applicant agree to make reasonable efforts for procurement of periodicals mentioned in Annexure-I, for which a suitable vendor could not be identified under this RFP.
YES/NO

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

Signature of authorized signatory, with seal

Technical Proposal

S.No.	Item	Details
1.	Name of the applicant	
2.	Whether the applicant is a publisher/authorized agent / consortium / any other authorized entity. In case of a consortium, the role of each member should be clearly mentioned here.	
3.	If the applicant is a consortium, the name of the member who will be responsible for all the acts on behalf of the consortium. NOTE: A power of attorney should be enclosed in favour of such 'member' in such a case. All member of consortium will assume joint and several liability towards CGPDTM for the performance of contract as a whole.	
4.	In case of a consortium, details of the authorized signatory of the 'member' who is responsible for all the acts on behalf of the consortium. NOTE: A power of attorney should be enclosed in favour of such authorized signatory by the 'member'.	
5.	Complete postal address of the 'member'	
6.	Details of the customer account manager who will be responsible for overall management of the contract and for communication with CGPDTM via phone or e-mail	Name: Designation: Address: Mobile No.: E-mail ID
7.	Details of a person, who will serve as a back-up in case the customer account manager is not available	Name: Designation: Address: Mobile No.: E-mail ID
8.	Details of the person who is authorized to sign the contract	Name: Designation: Address: Mobile No.: E-mail ID

9.	Annual turn over Note: 10. The applicant should attach self attested copies of audited financial statements demonstrating their economic, financial, technical and professional capacity to perform this contract. 11. CGPDTM reserves the right to call for the audited financial statements of all the members of consortium for the purpose of evaluating their proposals.				
12.	PAN No.				
13.	Particulars of Earnest Money Deposit of Rs.2,00,000/- (Two Lacs)				
14.	Registered address of the Head Office of the Applicant. In case of a consortium registered address of the lead partner i.e. the 'member' should be provided.				
15.	Address of the office / branch office in Mumbai, Delhi, Kolkata, Chennai				
16.	If you do not have an office in the aforementioned locations, how do you propose to provide services?				
17.	Years of experience in providing such services				
18.	Years and name of other patent offices where services are being provided by the applicant				
19.	Number of items / periodicals for which you have quoted				
20.	Proof of list price of all the periodicals which are being quoted. NOTE: A letter from the publisher to the CGPDTM conveying the list prices of the periodicals should be enclosed				
21.	Periodicals for which quotes have been submitted				
	S.No.	ISSN No.	Title	Publisher	Language of publication

22.	DDS				
	i.	Articles / papers will be downloaded electronically in real-time or will be sent by e-mail to the requesting user within 15 minutes from the time of request.	YES/NO		
	ii.	Online ordering and management system will be made available and a demo of the will should be provided during evaluation of the proposals.	YES/NO		
	iii.	The online management system will have the capability to manage the ordering process and all the administrative tasks e.g. standard and personalized reporting regarding usage.	YES/NO		
	iv.	The DDS system will have the capability to order items which are not mentioned in the Annexure-I. In such a case the searching will be made available free of cost and the article will be downloaded at a cost equal to or less than the cost charged for other	YES/NO		
	v.	The system will allow end-users to place their own orders and an administration account enabling the Administrator to check, change, approve, reject or automatically allow the end users orders.	YES/NO		

	vi. The documents downloaded by DDS will be free for internal circulation. Such documents will also be allowed to be cited as relevant documents in examination reports prepared under the Patents Act, 1970.	YES/NO
	vii. Is there a facility for making part-yearly subscriptions for periodicals not mentioned in Annexure-I? If yes, please mention the periodicals.	
23.	Subscription	
	i. Back issues will be provided	
	ii. Archives will be provided	
	iii. CGPDTM will have perpetual rights for the content under subscription, the back issues as well as the archives.	
	iv. Facility of inter-library loan should be allowed	
	v. Whether applicant has an exclusive right to a periodical? If yes, please mention such periodical(s).	
	vi. For each periodical, back issues are actually available for which period (dd/mm/yyyy to dd/mm/yyyy) and will be provided to CGPDTM for which period (dd/mm/yyyy to dd/mm/yyyy)	
	vii. For each periodical, archives are actually available for which period (dd/mm/yyyy to dd/mm/yyyy) and will be provided to CGPDTM for which period (dd/mm/yyyy to dd/mm/yyyy)	

	viii. If the applicant is giving data as such with perpetual access, there is no issue. If however the applicant is not giving data and is providing access to the periodicals, for instance, by way of xml feeds, what will be conditions of perpetual access upon discontinuation of subscription?	
	ix. Is there a facility for making part-yearly subscriptions for periodicals not mentioned in Annexure-I? If yes, please mention the periodicals.	
24.	DDS as well as subscription	
	i. Documents will bear a publication date	
	ii. For each periodical, please specify whether the abstract is author's original abstract or a value added abstract?	
	iii. For each periodical, please specify whether the title is author's original title or a value added title?	
	iv. Please indicate which periodical is open access.	
	v. For each periodical, frequency of publication by publisher?	
	vi. For each periodical, frequency of addition and availability to CGPDTM of such fresh additions	
	vii. Does the applicant propose to provide a collection of periodicals of scientific / technical nature, which is not included in Annexure-I at no extra cost? If yes, please specify the ISSN codes and titles of all such periodicals (Annexure-VIII)	

	viii. Does the applicant propose to provide a physical copy for the libraries established in the office of CGPDTM at five locations, i.e. Mumbai, Delhi, Nagpur, Kolkata, and Chennai? If yes, please specify the ISSN codes and titles of the periodicals.	
	ix. Perpetual access including the right to store electronic / print copies and freedom to provide full access to authorized users, and access to relevant articles/papers to ‘applicants for patents’ in particular, in perpetuity, will be provided, so as to enable the CGPDTM to discharge his statutory duties in accordance with the Patents Act, 1970	
	x. The above condition be applicable even if a particular article/paper is downloaded by way of DDS	
	xi. There will be a provision for conducting search in full-text content	
	xii. Provision for online account management is being made available	
	xiii. Facility will be made available to five locations where CGPDTM has offices i.e. at Mumbai, Delhi, Nagpur, Kolkata, Chennai	
	xiv. Walk-in access from authorized terminals will be allowed	
	xv. The vendor will conduct training sessions at all the offices once in every quarter	
	xvi. The number of users who will access the services will be 250	
25.	CSP	
	Explain the CSP in detail:	

26.	It is declared that making copies for the purpose of conducting examination in accordance with the law of the land i.e. the Patents Act, 1970, and deciding the fate of patent applications including circulation of copies of articles/papers among the applicants and providing a certified copy of the said articles/papers, which form part of the prosecution history will not constitute infringement of copyright as it comes under and is categorized as 'fair use'.	(YES/NO)
27.	Any other information which may be relevant	

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.

Signature of Applicant/authorized signatory,with seal

Encl:

Financial proposal

S.No.	Item	Details						
1.	Name of the Applicant							
2.	'Mode' of providing periodicals	<p>i. Mode: (Please specify the mode(s) offered for providing the periodicals on subscription basis i.e. whether the mode is 'data as such' and / or 'access to data by xml format' and / or 'access to data by any other format':</p> <p>a) Mode 1:</p> <p>b) Mode 2:</p> <p>c) Mode 3:</p> <p>d) Mode 4:</p> <p>e) Mode 5:</p> <p>f) Mode 6:</p> <p>ii. Mode: (Please specify the mode(s) offered for providing the periodicals on electronic document delivery basis i.e. whether the mode is 'data as such' and / or 'access to data by xml format' and / or 'access to data by any other format':</p> <p>a) Mode 1:</p> <p>b) Mode 2:</p> <p>c) Mode 3:</p> <p>iii. Mode: (Please specify the mode(s) offered for vis-à-vis the CSP:</p> <p>a) Mode 1:</p> <p>b) Mode 2:</p>						
3.	Item wise cost (mode-wise)							
	i. Rates / cost for subscription of periodicals mentioned in Annexure-I, for each periodical							
	S.No.	ISSN No.	Financial quote for 'mode 1'	Financial quote for 'mode 2'	Financial quote for 'mode 1'	Financial quote for 'mode 1'	Financial quote for 'mode 1'	Financial quote for 'mode 1'

	Total							
ii. Rates / cost for electronic document delivery of periodicals mentioned in Annexure-I, for each periodical								
	S.No.	ISSN No.	Financial quote					
iii. Cost of the CSP:								
	Total							

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.

Signature of Applicant/authorized signatory, with seal

NOTE:

1. An applicant may submit financial quotes for any / all of the items mentioned at S.No.3(i), 3(ii) and 3(iii) above.
2. If DDS is also being offered in more than one 'modes', mode-wise quotes should be mentioned in item 3(ii) above.

GENERAL INFORMATION

1. Name of the applicant:
(Attach a self attested photocopy of Certificate of Registration.)
2. Legal Status of the Firm: Individual/Association/Joint Venture/Consortium
3. PAN/TAN Number
4. Registered Address:
5. Telephone No.
6. Fax No.
7. Email-ID
8. Contact person, designation and address including email ID
9. Names and addresses of associated entities to be involved in the project
(The relationship and responsibilities are required to be indicated clearly)
10. Has the applicant or any of the associated entities ever been debarred/black listed in any organization at any time? If yes, please 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 Applicant/authorized signatory, with seal

Details of services provided in the last 3 years

S.No.	Name and location of the organisation served	Cost of order	Nature of Work (Subscription/ DDS or any other mode)	Period of contract	Litigation/ Arbitration, if any with details

It is certified that the information furnished above is true and correct to the best of my knowledge. In case, it is found to be wrong/ a misrepresentation of facts, I have no objection for my technical bid to be rejected or if the contract has been signed, the contract to be terminated.

Signature of Applicant/authorized signatory, with seal

NOTE:

The applicants may provide proof of award of work & completion certificate for each work assigned/completed.

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
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It is certified that the information furnished above is true and correct to the best of my knowledge. In case, it is found to be wrong / a misrepresentation of facts, I have no objection for my technical bid to be rejected or if the contract has been signed, the contract to be terminated.

Signature of Applicant/authorized signatory, with seal

Details of a proposal providing a benefit to the CGPDTM such as complimentary access to periodicals, of scientific or technical nature, not mentioned in the Annexure-I.

Statement and Undertaking

1. I/we certify that the periodicals 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 periodicals 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:

It is certified that the information furnished above is true and correct to the best of my knowledge. In case, it is found to be wrong / a misrepresentation of facts, I have no objection for my technical bid to be rejected or if the contract has been signed, the contract to be terminated.

Signature of Applicant/authorized signatory, with seal

DATA SECURITY CERTIFICATE

I / We hereby certify that we shall be responsible for security / safe custody of any data of CGPDTM that we have access to during the period of contract and even after the termination of the contract. The term CGPDTM shall include Controller General of Patents, Designs and Trademarks or Department or Indian Patent Office or any person authorized by CGPDTM. Any such data shall 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 the termination of contract.

Signature of Applicant/authorized signatory, with seal

Signature of the witnesses

(1)

(2)

Give price for 1st year, 2nd year and 3rd year

CSP – 20 journals condition not applicable