TENDER DOCUMENT

(Tender Notice no.: IIITKGP/RGSOIPL/LAWDATABASE/20-21/01, Date: 13/01/2021)

FOR

Database software tool for Intellectual Property and case analytics

OF

Rajiv Gandhi School of Intellectual Property Law

IIT KHARAGPUR

INDIAN INSTITUTE OF TECHNOLOGY KHRAGPUR
KHARAGPUR – 721302
WEST BENGAL.
INVITATION FOR TENDER OF FURNITURE SUPPLY

Subject: Procurement of “Database software tool for Intellectual Property and case analytics” for Rajiv Gandhi School of Intellectual Property Law

Sealed tender offers are invited in two separate sealed covers (Technical and Commercial offers) from eligible manufacturers/suppliers or their direct Indian agents for the supply of the following equipment.

Please send your offers, along with the descriptive catalogue / brochure. The validity of the bid should be 21 days from the date of the opening of this tender. Please ensure that your quotation reaches not later than 04.02.2021 at 15:00 Hrs at the following address:

Office of the Dean,
Rajiv Gandhi School of Intellectual Property Law
Indian Institute of Technology Kharagpur – 721302

Declaration certificate required for the bidding. Any bid which is not accompanied with Declaration certificate shall be summarily rejected.

<table>
<thead>
<tr>
<th>Tender Reference</th>
<th>IITKGP/RGSOIPL/LAWDATABASE/20-21/01</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price of Tender Document</td>
<td>NIL</td>
</tr>
<tr>
<td>Date:</td>
<td>07/01/2021</td>
</tr>
<tr>
<td>Last Date and Time for</td>
<td>04.02.2021 by 15:00 Hrs (Indian time)</td>
</tr>
<tr>
<td>submitting the tender</td>
<td></td>
</tr>
<tr>
<td>document</td>
<td></td>
</tr>
<tr>
<td>Time and Date of Opening</td>
<td>05.02.2021 at 15:00 Hrs (Indian time)</td>
</tr>
<tr>
<td>of Technical Bids</td>
<td></td>
</tr>
<tr>
<td>Time and Date of Opening</td>
<td>08.02.2021 at 15:00 Hrs (Indian time)</td>
</tr>
<tr>
<td>of Commercial Bids</td>
<td>Will be intimated to the technically</td>
</tr>
<tr>
<td></td>
<td>qualified bidders</td>
</tr>
<tr>
<td>Place of Opening Tender</td>
<td>Office of the Dean</td>
</tr>
<tr>
<td></td>
<td>Rajiv Gandhi School of Intellectual</td>
</tr>
<tr>
<td></td>
<td>Property Law</td>
</tr>
<tr>
<td></td>
<td>Indian Institute of Technology Kharagpur</td>
</tr>
<tr>
<td></td>
<td>– 721302</td>
</tr>
<tr>
<td></td>
<td>West Bengal, India</td>
</tr>
<tr>
<td>Address of Communication</td>
<td>As stated above</td>
</tr>
<tr>
<td>Contact Telephone Numbers</td>
<td>+91 – 3222 – 282237 / +91 – 3222 – 282222</td>
</tr>
<tr>
<td>E-mail</td>
<td><a href="mailto:office@rgsoipl.iitkgp.ac.in">office@rgsoipl.iitkgp.ac.in</a></td>
</tr>
</tbody>
</table>

Copy to:
1. Institute website
2. CPP Portal
3. Notice Board

Prof. Goutam Saha
Dean, RGSOIPL
## ANNEXURE – 1

<table>
<thead>
<tr>
<th>ITEM</th>
<th>TECHNICAL SPECIFICATION</th>
<th>Qty</th>
</tr>
</thead>
</table>
| Database software tool for IP and case analytics | 1. Data coverage includes:  
   a) USPTO Intellectual Property information  
   b) PTAB information  
   c) International Trade Commission  
   d) US Court data  
   e) FDA Orange book data  
  2. User friendly data and software analytics  
  3. Dynamic analytics  
  4. Smart comparison features using NLP (Natural Language Processing) and /ML (Machine Learning)  
  5. Database and analytics should provide legal strategic information  
  6. Features of selecting cases based on specific criteria along with filtration of results by case type, data range, court, judges, patent finding and other intellectual property  
  7. Faster and easier access to instant legal analytics  
  8. Number of users 130 (approx.) | 1 |
MINIMUM ELIGIBILITY CRITERIA

1. PROOF OF REGISTRATION OF THE BIDDER UNDER RELEVANT LAW, SUCH AS COMPANIES ACT, AND / OR SHOPS & ESTABLISHMENT ACT OR TRADE LICENSE FROM APPROPRIATE AUTHORITY ETC.
2. ALL BIDDERS SHOULD SUBMIT PAN CARD, GST REGISTRATION NUMBER ALONG WITH THEIR TENDER COPY.
3. THE BIDDER MUST SUBMIT COPIES OF ACKNOWLEDGEMENT OF INCOME TAX RETURN FOR THE LAST THREE FINANCIAL YEARS.
4. NAME AND ADDRESS OF MINIMUM THREE CLIENTS TO WHOM SUCH EQUIPMENT HAVE BEEN SUPPLIED SHOULD BE MENTIONED.
5. DEVELOPMENT CERTIFICATE
6. IF THE BIDDER IS DEALER THEN AUTHORISATION CERTIFICATE FROM INDIAN DEVELOPER (IF ANY)
7. ALL TENDER DOCUMENTS MUST BE SIGNED.

Bidders must submit the documentary proof in support of meeting the minimum eligibility criteria. Simply an undertaking by the Bidder for any item of the criteria shall not suffice the purpose. All the documentary proof must be listed on the letter head, to be submitted with the Technical document.
FORMAT FOR PRICE BID

[To be submitted by OEM or their authorized dealers/distributors in their Letter Head]

Tender No. ........................................................................................................ Date: ........................................

Name of the Firm/ Bidder: ...................................................................................

Address:

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

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

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

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

Phone/Fax/Mobile: ...................................................................................................

Email: .........................................................................................................................

Rate Quoted: Rates to be quoted separately for each items (All inclusive)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name &amp; Description</th>
<th>Quantity</th>
<th>BASIC (Rs.)</th>
<th>GST ....% (CGST+SGST)</th>
<th>Total Price in Rs. (All inclusive)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Database software tool for Intellectual Property and case analytics</td>
<td>1 Nos.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Grand Total (in figure):

Grand Total (in Words):

Warranty: For all the items mentioned above, Entire over year license period is required from the date of successful installation. Also mention
1. After license period, indicative price for renewal of the software
2. Pre-requisite requirement for installation of software

Signature of the Authorized Signatory

Seal of the Bidder

Place & Date

Note: The price bid is to be submitted in the given format only. A separate sheet may be attached, if required. Each attached sheet should be duly signed.
GENERAL TERMS & CONDITIONS

PLEASE SPECIFICALLY INDICATE THE FOLLOWING POINTS IN YOUR QUOTATIONS AND COMPLY THE TERMS AS MENTIONED HEREUNDER:

1. TENDER ARE INVITED COMPLYING THE REQUIREMENT FOR TENDER AS DETAILED IN THE TENDER SPECIFICATION TO BE SUBMITTED IN THE COMPANY'S / FIRM'S LETTERHEAD NEATLY PRINTED / TYPED DULY SIGNED BY AUTHORIZED PERSON WITH THE SEAL OF THE BIDDERS. ALL ENVELOPS CONTAINING THE TENDER SHOULD BE PROPERLY SEALED. SEPARATE ENVELOPS SHOULD BE USED FOR TECHNICAL AND PRICE BID AND INDICATION TO THEIR EFFECT MAY PLEASE BE SUPERSCRIBED ON THE ENVELOP.

THE FOLLOWING DOCUMENTS ARE REQUIRED FROM THE INDIAN AGENTS:

2. TECHNICAL CATALOGUE / LEAFLET SHOULD BE ENCLOSED WITHOUT FAIL.

3. PLEASE CONFIRM WHETHER YOU ARE AUTHORISED TO QUOTE ON BEHALF OF YOUR PRINCIPALS AND IF SO, PLEASE ENCLOSE A COPY OF SUCH AUTHORISATION WITH YOUR QUOTATION.

4. PRICE BIDS FOR INDIAN FIRMS: PRICES ARE TO BE QUOTED ON F.O.R., IIT Kharagpur, ON DOOR DELIVERY BASIS CLEARLY SHOWING THE BREAK UP.

5. PERIOD OF VALIDITY: BIDS SHALL REMAIN VALID FOR ACCEPTANCE FOR A PERIOD OF 120 DAYS FROM THE DATE OF OPENING.

6. INDIAN AGENTS ADDRESS AND PERCENTAGE OF AGENCY COMMISSION INCLUDED IN ABOVE F.O.B./EX-WORKS PRICE. (THIS WILL BE PAID TO THE INDIAN AGENTS IN INDIAN RUPEES ONLY AND NOT IN FE). PLEASE ENCLOSE COPY OF AGENCY AGREEMENT ENTERED INTO WITH YOUR PRINCIPALS INDICATING THE NATURE OF AFTER SALES SERVICES OF INDIAN AGENTS, PRECISE RELATIONSHIP & MUTUAL INTEREST IN THE BUSINESS.


8. SCOPE OF SUPPLY: SHOULD INCLUDE FREE INSTALLATION AND COMMISSIONING

9. PAYMENT TERMS FOR INDIAN FIRMS

A) 100% PAYMENT THROUGH CROSSED ACCOUNT PAYEE CHEQUE / ELECTRONIC TRANSFER AFTER RECEIPT AND INSTALLATION OF STORES IN GOOD ORDER AND CONDITION.

B) ENSURE MENTIONING

   i) BANK DETAILS OF THE BENEFICIARY AND PAN NUMBER
   ii) FULL NAME AND ADDRESS OF THE BENEFICIARY ON WHOM ORDER HAS TO BE PLACED

Page 6 of 7
10. **LIQUIDATED DAMAGES:** THE STORES SHOULD BE DELIVERED / DISPATCHED TO DESTINATION AND READY FOR OPERATION NOT LATER THAN THE DELIVERY DATE SPECIFIED. IF THE SUPPLIER FAILS TO DELIVER ANY OR ALL THE STORES OR PERFORM THE SERVICE BY THE SPECIFIED DATE, LIQUIDATED DAMAGES AT 1% PER MONTH OR PART THEREOF IN RESPECT OF THE VALUE OF STORES WILL BE DEDUCTED FROM THE CONTRACT PRICE SUBJECT TO A MAXIMUM OF 5%. ALTERNATIVELY, THE ORDER WILL BE CANCELLED AND THE UNDELIVERED STORES PURCHASED FROM ELSEWHERE AT THE RISK AND EXPENSE OF SUPPLIER.

11. **PATENT RIGHTS:** THE SUPPLIER SHALL INDEMNIFY THE PURCHASER AGAINST ALL THIRD PARTY CLAIMS OF INFRINGEMENT OF PATENT, TRADEMARK OR INDUSTRIAL DESIGN RIGHTS ARISING FROM USE OF THE GOODS OR ANY PART THEREOF IN INDIA.

12. **ONLY THOSE BIDDERS WHO'S BIDS HAVE BEEN TECHNICALLY FOUND ACCEPTABLE WILL ONLY BE INVITED FOR PARTICIPATION IN THE PRICE BID.**

13. **THOSE BIDDERS WHO DO NOT RECEIVE ANY COMMUNICATION FOR PARTICIPATION IN PRICE BID OPENING MEETING MAY PRESUME THAT THEIR BID HAS NOT BEEN ACCEPTED BY THE INSTITUTE.**

14. **CONDITIONAL OFFER WILL NOT BE ACCEPTED.**

15. **LATE TENDERS I.E. TENDER RECEIVED AFTER THE DUE DATE AND TIME OF SUBMISSION AS MENTIONED ABOVE SHALL NOT BE ACCEPTED.**

16. **WARRANTY / GUARANTEE:** THIS COMPREHENSIVE WARRANTY / GUARANTEE SHALL REMAIN VALID FOR 5 YEARS AFTER THE GOODS (OR ANY PORTION THEREOF AS THE CASE MAY BE) HAVE BEEN DELIVERED AND COMMISSIONED TO THE FINAL DESTINATION INDICATED IN THE CONTRACT.

17. **THE INSTITUTE DOES NOT BIND ITSELF TO OFFER ANY EXPLANATION TO THOSE BIDDERS WHO'S TECHNICAL BID HAS NOT BEEN FOUND ACCEPTABLE BY THE EVALUATION COMMITTEE OF THE INSTITUTE.**

18. **ALL TENDERS (UNLESS OTHERWISE SPECIFIED) ARE TO BE SUBMITTED / HANDED OVER TO OFFICE OF THE DEAN, RAJIV GANDHI SCHOOL OF INTELLECTUAL PROPERTY LAW, INDIAN INSTITUTE OF TECHNOLOGY, KHARAGPUR - 721302 AND ACKNOWLEDGEMENT TO BE OBTAINED.**

**IMPORTANT**
1. IIT Kharagpur authority may accept or reject any or all the bids in part or in full without assigning any reason and does not bind itself to accept the lowest bid. The Institute at its discretion may change the quantity / upgrade the criteria / drop any item or part thereof at any time before placing the Purchase Order.
2. Promptly make arrangements for repair and / or replacement of any damaged item (s) irrespective of settlement of claim.
3. In case of any dispute, the decision of the Institute authority shall be final and binding on the bidders.
4. For any query pertaining to this bid document correspondence may be communicated at the address mentioned above.