



भारतीय आयुर्विज्ञान अनुसंधान परिषद  
स्वास्थ्य अनुसंधान विभाग, स्वास्थ्य और परिवार  
कल्याण मंत्रालय, भारत सरकार

Indian Council of Medical Research  
Department of Health Research, Ministry of Health  
and Family Welfare, Government of India

Ref No. ICMR/EOI/ITR/OnlineIPMgmt/2024

Date: 12.11.2024

**INVITATION FOR**

**EXPRESSION OF INTEREST (EOI)**  
**FOR PROCUREMENT OF ONLINE INTELLECTUAL**  
**PROPERTY (IP) MANAGEMENT SOFTWARE**

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## 1. Letter of Invitation

Indian Council of Medical Research, New Delhi, invites Expression of Interest (EOI) from experienced IP Management Software Companies for providing services for a subscription-based/ perpetual 'Online Intellectual Property (IP) Management Software' for effectively managing the complete life cycle of the Intellectual Property (IP), right from invention disclosure to filing and licensing of the IP.

EOI document can be downloaded from Central Public Procurement Portal <https://eprocure.gov.in/epublish/app> or from ICMR website <https://www.icmr.gov.in/tenders>.

Schedule for the Eoi is given below:

EOI Document Number	ICMR/EOI/ITR/OnlineIPMgmt/2024
Date of Publication	12.11.2024, 03:00 PM
Last Date & Time of submission	22.11.2024, 09:00 AM
Name and address for communication	Head, Central Procurement Cell (CPC), Indian Council of Medical Research, V. RAMALINGASWAMI BHAWAN, P.O. BOX NO. 4911, ANSARI NAGAR, NEW DELHI – 110029 Email: <a href="mailto:cpc-hq@icmr.gov.in">cpc-hq@icmr.gov.in</a>

ICMR reserves the right to extend the Last Date & Time of submission of bids. Changes to the timeframe will be published on CPP portal/ ICMR website.

The interested firms have to submit only technical bid in the first stage through email to [cpc-hq@icmr.gov.in](mailto:cpc-hq@icmr.gov.in) before the above mentioned due date and time. Subject of the email must be "Submission of bid against EOI for PROCUREMENT OF ONLINE INTELLECTUAL PROPERTY (IP) MANAGEMENT SOFTWARE". In the second stage, ICMR will send email through [cpc-hq@icmr.gov.in](mailto:cpc-hq@icmr.gov.in) to all the technically qualified bidders whose bids at the first stage were found responsive, to submit financial bid within two working days.

ICMR reserves the right to cancel this EOI and/ or invite afresh with or without amendments, without liability or any obligation for such EOI and without assigning any reason. ICMR also reserves the right to amend/ add further details in the EOI, as it deems fit.

## 2. Background

The Indian Council of Medical Research (ICMR), New Delhi, the apex body in India for the formulation, coordination and promotion of biomedical research, is one of the oldest biomedical research bodies in the world. The ICMR has always attempted to address the

growing demands of scientific advances in biomedical research on the one hand and to the need of finding practical solutions to the health problems of the country, on the other.

### **3. Objective**

ICMR currently has a portfolio of around 500 IP filings and the IP filings of ICMR are exponentially growing every year with around 100-200 IP filings and multiple technologies are being developed every year. Considering the huge scope of activities regarding patents and other forms of IP (with stringent timelines) to be managed by ICMR, it is proposed to procure a centralized IP management software solution to streamline the patent lifecycle management process across ICMR's 27 research institutes and extramural research institutes, enabling efficient tracking, protection, and commercialization of intellectual property assets.

### **4. Broad Scope of Work**

The engagement with the selected proponent is proposed to be executed either on "Subscription" basis for a period of 3 years or on perpetual basis.

The software should manage various IP assets, including patents, trademarks, copyrights, trade secrets, and design patents. It should support the full patent lifecycle, from invention disclosure to patent expiry, including international filings and collaborations.

Key requirements of the Online Intellectual Property Management software may include but not limited to the following:

- a) **Invention Disclosure Management** – It shall help in converting full work process of IP pre-filing with storage of Invention Disclosure Forms (IDF) submitted by the inventors, submission of documents related to the invention, inventor contributions, prior art search and work-flow of storing search reports and complete work-flow processing.
- b) **Workflow / Timeline Management of IP Application Filings and Prosecution** – Automated workflows, task assignment, deadline tracking, email integration, and deadline reminders with pop-up notification (color-coded reminders e.g. red for critical deadlines, yellow for upcoming deadlines) for all upcoming IP related deadlines such as filing of Complete Application, request for examination, office action responses, annuity payments etc.
- c) **ICMR Collaborations/ Technology Transfer and post Licensing Management** – This module will cover a centralized repository of documents and details along with analytical reporting of the available technologies to be licensed and shall store details of the IP titles, Licensor, Licensees, Royalty amount, Geographical regions, contact person and expiry date of the issued Licenses and License agreements, other collaborative agreements etc. along with Royalty tracking.
- d) **Expense Invoice Management** – It shall store expenses incurred with regards to professional and government fees and record of payments of invoices due to the empaneled

IP Attorneys for their timely settlement. In addition, this module shall assist in mapping the prior incurred IP filing expenses and shall provide an edge of understanding of net expenses.

Additional requirements:

- a) Online IP Management Software for effective IP management and develop robust docketing system.
- b) Dashboards for better data insights for Admin, Finance, IP cell, ICMR staff and Inventors

**Internal Users:** Researchers, inventors, IP managers, technology transfer officers, legal counsel, administrative staff and finance staff, each with varying access levels and functionalities based on their roles.

**External Users:** Collaborators, law firms, licensees, and technology partners, with secure access for collaboration and communication.

- c) Software design documents; deployment and installation support; ongoing maintenance, Regular updating and back-end support including providing training to ICMR staff (user manuals and training materials) and resolving issues faced if any, to be provided by the Software provider.
- d) The selected Company is expected to maintain data confidentiality and the Software shall be hosted on ICMR server (on-premise in ICMR).
- e) A security audit is a prerequisite for the selected IP management software Company. Post selection, a security audit shall be obtained post by the empanelled team of Computer Emergency Response Team (CERT) under the Ministry of Electronics and Information Technology, if required.
- f) The Software should be optimized to tablets, mobile phones (android and iOS), desktops and laptops (Windows and Mac).
- g) Audit trails for each change at different time point by user hierarchy.
- h) Nodal officer to be appointed by the Company as a point of contact for ICMR for day-to day issue resolutions and updation.
- i) Penalty: Delay by the Company in the performance of its delivery obligations shall render the Company liable to the Penalty, as imposed by ICMR unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause

#### **Other Considerations**

- a) **Data Migration and Integration:** Clear data migration requirements and

responsibilities. Seamless integration with existing systems.

- b) **Scalability:** The system should be scalable to accommodate future growth.
- c) **System Reliability and System Compatibility:** The maximum acceptable downtime for the system will be not more than 5 2 consecutive days. Further, penalties will be applicable for exceeding the acceptable downtime limit. It should be compatible with Linux servers. There should be a provision for taking backup.
- d) **Customization and Flexibility:** Ability to tailor the solution to ICMR's specific requirements. Adaptability to future changes in processes and workflows.
- e) **User Interface and User Experience (UI/UX):** Usability and intuitiveness for users with varying technical expertise.
- f) **Training and Support:** Quality and comprehensiveness of training and support.
- g) **Data Migration Strategy:** Ensuring data integrity and security during migration.
- h) **Requirements for Back-end System:** Database and Programming Languages /Frameworks, RESTful APIs for integration with other systems
- i) **Requirements for Front-end System (for perpetual):** React JS/ Angular JS and Vue JS framework or similar frameworks for a responsive and interactive user interface with a secure login system. Charting Libraries like Chart.js, D3.js, or High charts for visual data representation.
- j) **Requirements for Front-end System (for Subscription-based):** It should have a responsive and interactive user interface with a secure login system.
- k) **Safety Requirements:**
  - i. **Multi-factor authentication** is required, more than just a username and password. Integrate MFA for all critical actions, such as submitting filings, and accessing sensitive data.
  - ii. Implementation of **OAuth 2.0** or Open ID Connect for secure, standardized authentication.
  - iii. Implementation of **Role-Based Access Control** to control user access.
  - iv. Implementation of **HSTS** (HTTP Strict Transport Security) to prevent downgrading of secure connections.
  - v. Scheduling the automated, encrypted **backups** of all critical data.
  - vi. **Logging** all user activities, such as logins, document access, file uploads, and modifications to ensure full traceability.
  - vii. Data encryption (e.g., AES-256) at rest and in transit
  - viii. Regular security audits and vulnerability assessments
  - ix. Compliance with data protection regulations and security standards (e.g., ISO 27001, NIST Cybersecurity Framework)

## **5. Term of the Subscription**

The term of the subscription shall be for a period of 3 years, in case ICMR takes software on subscription basis.

## **6. Eligibility criteria**

a) Bidder should have a minimum 5 (five) years of experience of Development and Maintenance of Software in any Central/ State Govt/ Autonomous Organization/ PSU. Bidders are required to submit copy of relevant Contracts/ Orders issued by Central/ State Govt/ Autonomous Organization/ PSU in support of Past Experience. Bidders are also required to submit documentary evidence issued by those Central/ State Govt/ Autonomous Organization/ PSU in regard to successful execution/ completion in support of Past Performance.

b) Bidder should have a minimum 3 (three) years of experience in development and maintenance of an Online IP Management Software in any Central/ State Govt/ Autonomous Organization/ PSU. Bidders are required to submit copy of relevant Contracts/ Orders issued by Central/ State Govt/ Autonomous Organization/ PSU in support of Past Experience. Bidders are also required to submit documentary evidence issued by those Central/ State Govt/ Autonomous Organization/ PSU in regard to successful execution/ completion in support of Past Performance.

c) The bidder must have minimum annual average turnover of Rs. 20 Lakh during the three financial years. Bidders are required to submit Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant/ Cost Accountant indicating the turnover details for the relevant period.

d) Bidders may note that the following documents are required to be submitted strictly as per the prescribed format:

- i. Undertaking by the bidder(s) (Annexure-A)
- ii. Proforma for declaration on court receivership/ liquidation/ blacklisted (Annexure-B)
- iii. Bidder(s) profile (Annexure-C)
- iv. Format of bid security declaration from bidders in lieu of EMD (Annexure-D)
- v. Local Content Declaration Certificate (Annexure-E)
- vi. Details of Similar Work (Annexure-F)

e) In addition to above, bidders are also required to submit the following documents:

- i. PAN CARD
- ii. GST Registration Certificate (GSTIN no.)
- iii. Pamphlet/ brochure of the offering Software
- iv. Brochure of the firm
- v. MSME/ Startup Certificate (if applicable)

vi. Copy of original registration certificate documents defining the constitution or legal status, place of registration and principal place of business

### **Rejection Criteria**

The bidder is liable to be rejected if:

- a) The proposal is not submitted as per the requirements indicated in the EOI.
- b) Not in the prescribed format.
- c) Not properly stamped and signed as per requirements.
- d) Received after the expiry of due date and time.
- e) Submission of financial bid in the first stage

### **7. Exemption and Purchase Preference Policies of the Government**

ICMR will give exemption to MSME and Startup in the criteria of Experience and Turnover and purchase preferences to eligible bidders under Government policies/ directives of MSME and Make in India.

### **8. Performance Security**

To ensure due performance of the contract, successful bidder is required to submit Performance Security at the rate of 3% of the value of the contract valid for a duration of two months beyond the contract period.

### **9. Payment Terms**

- a) No advance payments are allowed under any circumstances.
- b) Payment is subject to submission of Performance Bank Guarantee.
- c) The cost shall cover all aspects of software as mentioned in the Scope of Work and taxes, as applicable. The Payment shall be made as per the financial quotes submitted by the bidder and accepted by ICMR.
- d) "Subscription" basis: 100% payment shall be made after the successful initiation of the subscription and installation, on annual basis.
- e) Perpetual basis: 100% payment shall be made after the receipt of software in good condition, acceptance, and successful installation.

### **10. Award Criteria**

ICMR reserves the rights to procure the Online Intellectual Property (IP) Management Software either on a subscription or perpetual basis. In the second stage, technically qualified bidders have to submit the financial bid as per the prescribed format to be provided by ICMR later through email. ICMR will award the contract to that technically qualified bidder who will quote the least.



**UNDERTAKING BY THE BIDDER(S)**

EOI No.: .....

I/ We confirm that M/S. .... will quote the rates in the EOI considering inter-alia the:

1. EOI Document (s)
2. Corrigendum (if any)

I/ We have fully read and thoroughly understood the EOI requirements and accept all the Terms and Conditions of the EOI including corrigendum/ addendum issued, if any. Our offer is in confirmation to all the Terms and Conditions of the EOI including corrigendum/ addendum, if any. In the event our offer is found acceptable and contractis awarded to us, the complete EOI document shall be considered for constitution of the Contract Agreement.

I/ We have read the clause issued by Government of India regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ We certify that the bidder is not from such a country or, if from such a country, have been registered with the Competent Authority.

Date:

Place:

Seal & Signature of Bidder

**PROFORMA FOR DECLARATION ON COURT RECEIVERSHIP/ LIQUIDATION/  
BLACKLISTED**

(an affidavit on Rs. 100/- non judicial stamp paper notarized after the date of EOIpublishation shall be furnished by the applicant)

EOI No.: .....

Bidder's Name: .....

I/ We hereby declare that that:

(a) M/S..... is not undergoing insolvency resolution process or liquidation or bankruptcy or court receivership proceeding as on date.

(b) M/S. .... is not stand declared blacklisted/ banned/ debarred by any Central / State Govt/ Autonomous Organization / PSU in its tender/ EOI processes.

It is understood that if this declaration is found to be false, Indian Council of Medical Research shall have the right to reject my/ our bid. If the bid has resulted in a contract, the contract will be liable for termination without prejudice to any other right or remedy (including blacklisting or holiday listing) available to Indian Council of Medical Research.

Date:

Place:

Seal & Signature of Bidder

**BIDDER(S) PROFILE**

1	Bidder(s) Organization Name	
2	Bidder(s) Country of Registration	
3	Bidder(s) Year of Registration	
4	Bidder(s) Legal Address where the organization has been registered	
5	Bidder(s) Legal Address in Delhi, NCR (if any)	
6	Bidder(s) Proprietor/ Partners/ Directors/ Information Name:  Address:  Telephone/ Mobile Number:  Email Address:	
7	Bidder(s) Authorized Representative/s Information who will co-ordinate with ICMR in case contract is awarded Name:  Address:  Telephone/ Mobile Number:  Email Address:	
8	Status of the firm (Proprietorship/ Partnership/ Private Limited Company/ Co-operative Society)	
9	GSTIN number	
10	PAN No.	
11	Number of Employees	
12	List of major online applications/ software developed	
13	List of major client	
14	ROC ref No.	
15	Years of active operation	

Date:

Place:

Seal &amp; Signature of Bidder

**FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EARNEST MONEY DEPOSIT**

I/ We, the authorized signatory of M/S. .... participating in the ICMR EOI No ..... for procurement of Online Intellectual Property (IP) Management Software, do hereby declare that in the event:

I / We withdraw / modify our bid during the period of bid validity OR

I/ We commit any other breach of EOI conditions/ contract which would have otherwise attracted forfeiture of EMD

OR

I/ We fail to/ refuse to initiate the execution of the awarded Contract as per the terms of the Contract

OR

I/We fail to submit the Performance Guarantee before the dead line defined

then I/ We could be suspended from being eligible for bidding/ award of all future tender(s)/ EOI(s) for a period of 03 years.

Date:

Place:

Seal & Signature of Bidder

**LOCAL CONTENT DECLARATION CERTIFICATE**

Ref: ICMR EOI No.: .....

Name of the Software: .....

1. I hereby confirm that our offer is achieving the minimum Local Content (LC) of:

(a) Class I local supplier (Minimum 50% LC) (b) Class II local supplier (20% <= LC <50%) (c) Non-local supplier (LC < 20%) 

(Tick whichever is applicable)

2. The details of Local Content (LC) in terms of percentage and location (s) at which, the local value addition is made, are tabulated below:

S No	Details of Local Content	Name of the company and location at which value addition is made	Percentage of Local Content (LC) (out of the total bid value)
TOTAL PERCENTAGE OF LOCAL CONTENT			

3. I have read the clauses contained in Public Procurement (Preference to Make in India) Order – 2017 issued by DPIIT, Ministry of Commerce and Industry, GoI vide order dt. 16.09.2020, 04.03.2021 & 19.07.2024 (as amended) regarding purchase preference for local manufactured items in public procurement and certify that software offered, meet the minimum local content requirement so as to claim as Class-I local/ Class-II Local Supplier.

4. Also certify that the services such as Transportation, Insurance, installation, Commissioning, training and after sales service support like AMC/ CMC etc. are not included in the local content as specified above.

Date:

Place:

Seal &amp; Signature of Bidder

**DETAILS OF SIMILAR WORKS**

S No.	Name of work/ project & location	Cost of project	Name of Client organization	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Pending Litigation / arbitration/details	Contact details of Officer
1.								
2.								
3.								
4.								
5.								
6.								

Date:

Place:

Seal &amp; Signature of Bidder