



Government of India
Ministry of Commerce and Industry
Department of Industrial Policy and Promotion
Office of the Controller General of Patents, Designs and Trademarks,

TENDER NO: IPO/CHENNAI/HR/01/2013-14

TENDER DOCUMENT

TENDER FOR SUPPLY OF MANPOWER
TO
THE PATENT OFFICE, TRADE MARKS REGISTRY AND GEOGRAPHICAL
INDICATIONS REGISTRY
Intellectual Property Building,
G.S.T. Road, Guindy, Chennai – 600 032.

SCHEDULE OF TENDER

- i) **Date & time for sale of Document** : From 03/2/2014 10.00 A.M.. up to
24/2/2014 3.00 P.M.
- ii) **Last date & time for receipt of Tender Document at Patent Office Chennai:**
24/2/2014 up to 5.00 P.M.
- iii) **Date & time for opening of Tender Documents (Technical bid):**
25/2/2014 at 11.00 A.M
- iv) **Date & time for opening of Tender Documents (Financial bid):**
26/2/2014 at 11.00 A.M.
- v) **Bids will be opened at Conference Hall, Intellectual Property Building, G.S.T. Road,
Guindy, Chennai – 600 032**

TENDER DOCUMENT FOR SUPPLY OF SKILLED / SEMI-SKILLED MANPOWER (DATA ENTRY OPERATORS AND UNSKILLED MANPOWER)

1. GENERAL:

Sealed tenders on behalf of the President of India, are invited by the Controller General of Patents, Designs and Trademarks under **Two Bid System i.e. Technical Bid and Financial Bid** from reputed, experienced and financially sound Companies/Firms/Agencies for providing Skilled /semi-skilled manpower (Data Entry Operators) and un-skilled manpower to Patent Office, Trade Marks Registry and Geographical Indications Registry, Chennai located at the address mentioned below, initially for two years from the date of taking up of supply of manpower in pursuance of contract unless extended further by mutual consent of the Competent Authority and Contractor on the same terms and conditions mentioned in the tender document and the contract agreement or terminated under the terms of the tender/ contract. The present requirement of the manpower given below, may be increased or decreased on the option of the Office.

2. PARTICULARS OF THE TENDER

(a) NAME AND ADDRESS OF THE AUTHORITY:

The Controller General of Patents, Designs and Trademarks, Boudhik Sampada Bhawan, S.M. Road, Antop Hill, Mumbai 400037.

(b) PLACE OF WORK:

**The Patent Office, Trade Marks Registry and Geographical Indications Registry,
Intellectual Property Building,
G.S.T. Road, Guindy,
Chennai – 600 032.
Phone: 044-2250 2030
Fax No. 044-2250 2066**

(c) COST OF TENDER DOCUMENT:

- The tender document can be purchased from the cash counter of Patent Office, Chennai situated at the address given in para 2 (b) above by paying the tender document fee of **Rs. 500/- (RUPEES FIVE HUNDRED ONLY)**, either through Demand draft or Pay order in favor of **“The Controller of Patents”**, payable at Chennai or by cash. The receipt for payment of tender fees shall be attached along with the Technical Bid.

- **Alternatively, a Complete Tender Document can be downloaded from the following websites:**

i) www.ipindia.nic.in

(website of O/o Controller General of Patents, Designs and Trademarks)

ii) www.tenders.gov.in

- In case the tender document is downloaded from website, the cost of tender shall be submitted along with Technical bid in the form of Demand draft/Pay order in favour of “The Controller of Patents”, payable at Chennai. The cost of tender document is **NON-REFUNDABLE**.
- **Any tender submitted without the requisite tender fee will be rejected summarily.**

3. **CONTACT PERSONS FOR ANY QUERIES RELATED TO TENDER :**

Shri Ahilan B, Assistant Controller of Patents & Designs
(Telephone: (M) 9444222371 or 044-22502050)

Written queries can be sent by email to ahilanb.ipo@nic.in, chennai-patent@nic.in

4. **SCOPE OF WORK:**

The separate manpower as shown below is required for three offices located in **Intellectual Property Building i.e., Patent Office, Trade Marks Registry and Geographical Indications Registry**. The scope of work in these offices includes, but not limited to, carrying out data entry of Patent/Trademark documents, scanning, data verification, error correction, uploading, file preparation, file put up, letter drafting, letter preparation, file movement, diary & dispatch, other work specific to these offices and various types of routine official work that may be assigned by the officials of the Patent Office, Trade Marks Registry and Geographical Indications Registry.

5. **REQUIREMENT OF MANPOWER:**

- (a) The tender is for the supply of following manpower at Patent Office, Trade Marks Registry and Geographical Indications Registry, Chennai at the minimum rate of wages under the Central Government Minimum Wages Act, 1948 as applicable in Central sphere under construction category as on 1st October, 2013. The number of manpower may be increased or decreased at the option of the Office. The O/o CGPD TM is not governed by Shops and Establishment Act or none of the provisions of Shops and Establishment Act is applicable as O/o CGPD TM is a Govt. of India Office.

No. of persons required	SKILLED (Data Entry Operator)	SEMI-SKILLED (Data Entry Operator)	UNSKILLED	Total
PATENT OFFICE	30	13	12	55
TRADE MARKS REGISTRY	20	15	5	40
GEOGRAPHICAL INDICATIONS REGISTRY	4	-	-	4

(b) QUALIFICATION AND EXPERIENCE FOR MANPOWER:

(I) FOR SKILLED MANPOWER (Data Entry Operators):

- **Educational Qualification:** Graduate having degree in any discipline from a recognized Indian University.
- **Technical Qualification:** should possess (a) a speed of 8000 key depressions per hour for data entry (b) knowledge/certificate in Windows OS, MS Office, Computer Applications (c) knowledge and experience in scanning and data entry of documents and working with MS Office and (d) good knowledge of English and communication skills.

(II) FOR SEMI-SKILLED MANPOWER (Data Entry Operators)

- **Educational Qualification:** 10+2 Examination passed from any Board recognized by Central or state Government
- **Technical Qualification:** Should possess (a) a speed of 8000 key depressions per hour for data entry (b) knowledge/certificate in Windows OS, MS Office, data entry (c) experience in scanning and Data Entry of documents and working with MS Office (d) Good knowledge of English and communication skills.

(III) FOR UNSKILLED MANPOWER:

- **Educational Qualification :** A person should be at least 10th standard pass and should be able to read and write in English .

(c) Age:

The candidates in all three categories should be in the age group of 18 to 35 years. However, age may be relaxed for a person with higher competency to be checked by the Interviewing authority and/or having higher experience in digitization work in reputed public/private institution/State Govt. /Central Govt. Office.

- NOTE:**
- i) The candidates under SKILLED and SEMI-SKILLED category will be selected after the data entry test which will be conducted at the **Conference Hall, Intellectual Property Building, Chennai**. Only those candidates who qualify in the above test will be selected for the work.
 - ii) The candidates in all categories will be selected after personal interview to be conducted at the **, Intellectual Property Building, Chennai**
 - iii) A deployed candidate will have to produce a character certificate from a Group 'A' or Class –I Gazetted Officer of the Central Government/State Government or Notary Public

6. QUALIFYING CRITERIA FOR THE TENDERING COMPANY / FIRM/ AGENCY :

- i. A tenderer company/firm/agency should have at least three years' experience in successfully providing data entry personnel and unskilled manpower to public sector/private sector/ or Government Departments. Satisfactory work completion certificate from those companies to whom the manpower was provided during last three years should be furnished.
- ii. The Registered Office of the manpower Company/Firm/Agency should be located in Chennai.
- iii. The Company/Firm/Agency should have its own Bank Account.
- iv. The tenderer should have been registered with the appropriate authorities like Employees Provident Fund, Employees State Insurance Authority, Income Tax and Service Tax Department.
- v. The Average annual financial turnover for last 3 years should be at least Rs 50 lacks. Copies of the balance sheets of last three financial years, duly certified by a Chartered Accountant shall be submitted in support of the requisite financial Turnover.
- vi. A bidder should have successfully completed similar works of supplying skilled, semi-skilled and un-skilled manpower during the period of last three years as mentioned below:
 - a. At least three work Orders, costing not less than Rs 7 lac each
or,
 - b. At least two work Orders, costing not less than Rs 10 lac each
or,
 - c. At least One Work Order, costing not less than Rs 20 lac
- vii. Undertaking for not subletting the work to any other agency during the contract period should be enclosed.

Note: No deviation from the above conditions shall be allowed.

7. EARNEST MONEY DEPOSIT (EMD):

The Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten Thousand Only), refundable (without interest) shall be submitted **with the Technical Bid** of the agency in the form of Demand Draft/Pay Order drawn in favour of "**The Controller of Patents**" payable at **Chennai**, failing which the tender shall be rejected summarily.

EMD of unsuccessful tenderers shall be released after the work order is placed to the successful bidder.

8. PERFORMANCE SECURITY DEPOSIT :

The successful tenderer will have to deposit a Performance Security Deposit of Rs. 100,000/- (Rupees One Lakh only), in the form of Bank Guarantee/ Fixed Deposit receipt

from a commercial bank, with **The Administrative Officer, Patent Office, Intellectual Property Building, G.S.T. Road, Guindy, Chennai – 600 032** covering the period of **contract of two years and additional sixty days from the date of contract agreement**. In case, the contract is further extended beyond the period of two years, the deposit will have to be accordingly renewed **annually** by the successful tenderer.

In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by the Department besides annulment of the contract.

9. TERM OF CONTRACT:

The contract for supply of the below mentioned manpower initially will be given **for two years** from the date of order issued by this office for supply of manpower after selecting the personnel on the basis of interview. **The period of the contract may be further extended** provided the requirement of the Department for the above manpower persists at that time, or, the same may be curtailed/ terminated at any time before the normal tenure owing to deficiency in service or substandard quality of manpower deployed by the selected Company/Firm/Agency. The Controller General or a personnel authorized by him however, reserves right to terminate this initial contract at any time after giving 15 days' notice to the selected service providing Company/Firm/Agency.

10. VALIDITY OF TENDER:

- a) **Tender should be valid for a period of 90 days from the date of Opening of the Financial bid.**
- b) However, the Controller General of Patents, Designs and Trademarks reserves the right to cancel, amend or withdraw the tender at any stage or amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders, without giving any notice or assigning any reason whatsoever. The decision taken by him in this regard shall be final and binding on all.
- (c) **The tender submitted with less than the daily minimum wage rates for skilled/ semi-skilled/ unskilled categories**, notified by the Government of India, Ministry of Labour & Employment, Office of the Chief Labour Commissioner New Delhi, as applicable in central Sphere under construction category, vide Order No. 1/11(3)/2013-LS-II dated 19-09-2013 w.e.f. 01-10-2013), **shall be summarily rejected without any notice.**

11. SUBMISSION OF TENDER :

A. INSTRUCTIONS FOR SUBMISSION OF TENDER:

- i) **Tenders are invited under two bid system i.e. Technical Bid and Financial Bid.**

- ii) The bidders shall submit **two separate sealed envelopes** super-scribing **ENVELOPE- 1** as **“Technical Bid for supply of Skilled, Semi-skilled and Unskilled manpower to the Patent Office, Trade Marks Registry and Geographical Indications Registry, Chennai”** and **ENVELOPE- 2** as **“Financial Bid for supply of Skilled, Semi-skilled and Unskilled manpower to the Patent Office, Trade Marks Registry and Geographical Indications Registry, Chennai ”**.
- iii) Both the sealed **envelopes 1 and 2** shall be kept in the 3rd envelope super scribing **“Tender for supply of Manpower to the Patent Office, Trade Marks Registry and Geographical Indications Registry, Intellectual Property Building, G.S.T. Road, Guindy, Chennai – 600 032”** giving , date and time of submission of bids along with tenderer’s name and address and the same shall be sealed properly.
- iv) A tender **should be submitted in the office of The Patent Office, Chennai, Intellectual Property Building, G.S.T. Road, Guindy, Chennai – 600 032** before the last date and time i.e. up to 05.00 PM on **24/02/2014**

B. Technical Bid :

Technical bid shall be submitted in ENVELOPE- 1 marked as “Technical Bid for supply of Skilled, Semi-skilled and Unskilled manpower to the Patent Office, Trade Marks Registry and Geographical Indications Registry, Chennai” and shall contain:

- (i) **ANNEXURE-C** (Technical Bid format for supply of Skilled, Semi-skilled and Unskilled manpower to the **Patent Office, Trade Marks Registry and Geographical Indications Registry, Chennai**)
- (ii) **Photocopies of the following documents** (duly attested by Group ‘A’ Gazetted Officers of the Government of India or Class-I Officers of the State Government), should be submitted, failing which a bid shall be summarily/out-rightly rejected:
 - a. Registration certificate:
 - b. Copy of PAN/GIR card.
 - c. Copy of the IT return filed for the last three financial years.
 - d. Copies of the EPF and ESI registration certificates.
 - e. Copy of the Service tax registration certificate.
 - f. Details of Turnover during last 3 years
 - g. Performance Certificates from earlier concerns.
- (iii) The Technical bid should be accompanied with Earnest Money Deposit (EMD), Rs. 10,000 (Rupees Ten Thousand only) in the form of Bank Guarantee drawn in favour of **“The Controller of Patents”** payable at Chennai, failing which the tender shall be rejected outrightly.

- (iv) D.D. of Rs. 500/- favouring “Controller of Patents”, Chennai, is to be submitted as tender fee, if the tender documents are downloaded from website.
- (v) Acceptance letter (**Annexure ‘A’**) for un-conditional acceptance of the Tender conditions as per the Proforma given in the Instructions to Tenderers. (Signed and Stamped)
- (vi) An undertaking/ affidavit on Stamp Paper of Rs. 10/- as per **Annexure ‘B’**

C. Financial Bid:

- i) **Financial Bid** shall be submitted in **Envelope–2** marked as “**Financial Bid for supply of Skilled, Semi-skilled and Unskilled manpower to the Patent Office, Trade Marks Registry and Geographical Indications Registry, Chennai**” in the format as provided in **ANNEXURE-D**.
- (ii) **The contractor shall pay the minimum rate of wages as applicable in Central sphere under construction category notified by the Government of India, Ministry of Labour & Employment, Office of the Chief Labour Commissioner New Delhi, vide order No. 1/11(3)/2013-LS-II dated 19-09-2013 w.e.f. 01-10-2013. The O/o CGPDTM is not governed by Shops and Establishment Act or none of the provisions of Shops and Establishment Act is applicable as O/o CGPDTM is a Govt. of India Office. The Office will neither accept nor consider any other notification or circular whatsoever, other than the mentioned here on minimum wages for the categories of manpower mentioned in the present tender and contract. The Minimum daily Wages including VDA as on 1-10-2013 for the skilled, semi-skilled and un-skilled categories of manpower required by the Patent Office, Trade Marks Registry and Geographical Indications Registry, Chennai as mentioned in the said notification and acceptable to this office are as under:**

Component of Rate	Amount (Rs.) for Skilled Manpower	Amount (Rs.) Semi-Skilled Manpower	Amount (Rs.) for Non- Skilled Manpower
Daily Minimum Wage Rate (as per Central Minimum Wages Act) as per Government of India, Ministry of Labour & Employment, Office of the Chief Labour Commissioner New Delhi, Order No. 1/11(3)/2013-LS-II dated 19-09-2013 w.e.f. 01-10-2013	377/-	342/-	310/

- (iii) The tender submitted with less than the minimum wages mentioned above shall be summarily rejected without any notice.

- (iv) **Financial Bid i.e. Annexure D** shall include the minimum wages as mentioned above , statutory payment payments towards ESIS and EPF, agency charges (which includes Management Fee and other payments/ statutory liabilities/extra wages, if any, which the bidder would pay to the workers), other liabilities, if any, and Service Tax .
- (v) **Financial evaluation shall be based purely on the total price quoted for all components as specified in Annexure D . The bidder quoting in overall the lowest price shall be awarded the work.**
- (vi) In case the taxes and central minimum wages are increased by the Government, the same shall be payable by the Office.
- (vii) TDS will be deducted/recovered by the Office from the total admissible bill amount.
- (viii) The Office shall not in any way be liable or responsible to pay any extra charges which do not form the part of the financial bid.
- (ix) The bidder alone will be responsible for payment of such other service benefits/statutory dues and fulfill other financial obligations, required on his part by virtue of any law/regulations of any public body of the State/Central Government, for the time being in force, to the personnel deployed by him at IPO. The contractor shall also be liable to pay to the deployed workers the benefits required to be extended by him under various labour statutory enactments.
- (x) No overwriting or cutting is permitted in the financial Bid Form. In such cases, the tender shall be summarily rejected. However, the cutting, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender.
- (xi) The conditional bids shall not be considered and will be rejected outright in the very first instance.

(D) General Instructions to Bidders:

- (i) Interested Companies/Firms/Agencies shall submit the sealed tender documents, complete in all respects, **on or before** the last date and time of submission of tender. The tender document may be submitted by post, speed post, courier or by hand at Patent Office, Chennai.
- (ii) Tenders will not be entertained after the deadline under any circumstances whatsoever.
- (iii) Bids will be opened on the scheduled date and time at **the Conference Hall, Intellectual Property Building, G.S.T. Road, Guindy, Chennai – 600 032** in presence of the representatives of the Companies/Firms/ Agencies, if any, who are present on the spot at that time. No separate intimation will be sent to bidders for the same.
- (iv) A tender will not be considered if it is not as per the prescribed format. A tenderer shall sign and stamp each page of this tender document and all other enclosures appended to it as a token of having read and understood the terms and conditions contained herein and submit the same along with the bid.
- (v) A bid submitted without tender cost (Tender fees and EMD) or incomplete bid will not be considered and the same will be rejected.
- (vi) All entries in the tender form should be legible and filed clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized

signatory may be attached.

- (vii) The Office takes no responsibility for delay, loss or non-receipt of the bid sent by post/courier. A bid sent through Fax or Email will not be accepted.
- (viii) The CGPDTM or any person authorized by him reserves the right to accept/reject any or all the tenders in part or full or divide the work among two or more parties and in such case bidders/intending bidders, shall not have any claim on Office of Controller General of Patents, Designs and Trade Marks.

12. TERMS AND CONDITIONS OF CONTRACT

A) GENERAL TERMS AND CONDITIONS

1. The contract shall commence from the date of receipt of acceptance of the work order by the tendering Company/Firm/Agency which shall be accepted within 10 days from the receipt of the work-order or within 15 days from the date of issue of the said order whichever is earlier and shall continue till **two years** year unless it is curtailed or terminated by the Controller General of Patents , Designs and Trade Marks or a person authorized by him owing to deficiency of services, sub-standard quality of Skilled/Semi-skilled/Unskilled manpower deployed, breach of contract, reduction or cessation of the requirements etc.
2. The contract may be extended, on the same terms and conditions or with some addition/deletion/modification, for a further specified period.
3. The contracting Company/Firm/Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without prior written consent of this Department.
4. The present requirement of Skilled, Semi-skilled and Unskilled manpower has been mentioned in the tender document. The requirement of the Department may increase or decrease during the tenure of the contract. In case of decrease in the requirement, the same will be informed to the contractor and additional manpower may be withdrawn immediately thereafter. The contractor shall provide additional manpower, if required, on the same terms and conditions.
5. All selected manpower shall wear Identity card provided by the Contractor every day during the working hours.
6. The contractor will be bound by the details furnished by him to this Department, while submitting the tender or at any subsequent stage. In case any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him liable for legal action besides termination of contract.
7. No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
8. The Competent authority of this Department reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

9. The contracting Company/Firm/Agency shall attach a copy of valid labour license from the Regional Labour Commissioner for the specific number required for the contract under Contract Labour (Regulation & Abolition) Act, 1970.
10. The contracting Company/Firm/Agency shall sign the Contract agreement as per **ANNEXURE-“E”** and Data Security Certificate as per **ANNEXURE-“F”** after finalization of the tender process but before the issue of work order/Letter of Intent.

B. FINANCIAL TERMS AND CONDITIONS

11. The successful tenderer will have to deposit a Performance Security Deposit of **Rs. 100,000/- (Rupees One Lakh only)**, in the form of Bank Guarantee/ Fixed Deposit receipt from a commercial bank, within **21 days of receipt** of the award of contract with **The Administrative Officer, Patent Office, Intellectual Property Building, G.S.T. Road, Guindy, Chennai – 600 032 covering the initial period of contract of two years and additional sixty days from the date of contract agreement.** In case, the contract is further extended beyond the period of two years, the deposit will have to be accordingly renewed **annually** by the successful tenderer.
12. EMD will be returned to the successful tenderer after depositing performance security. Further, if the agency fails to deploy the required number of skilled/Semi-skilled manpower (Data Entry Operators) and unskilled manpower against the initial requirement within 10 days from the date of receipt of the order or within 15 days from the date of issue of the order, whichever is earlier, the EMD will stand forfeited without giving any further notice.
13. The EMD in respect of the agencies, which do not qualify in Technical Bid (First Stage)/Financial Bid (Second Stage,) shall be returned to them without any interest.
14. The proceeds of the performance security shall be payable to the office as compensation for any loss resulting from the contractor's failure to complete its obligations under the Contract.
15. In case of breach of any of the terms and conditions attached to this contract, deficiency in service or substandard quality of manpower deployed by the Contractor. the Performance Security Deposit of the agency will be liable to be forfeited by the Department besides annulment of the contract and the Controller General or a personnel authorized by him reserves the right to terminate the contract at any time during the tenure, after giving a 15-days' notice to the contracting agency ,in such circumstances.
16. The contractor shall pay the minimum rate of wages as applicable in Central sphere under construction category, notified by the Government of India, Ministry of Labour & Employment, Office of the Chief Labour Commissioner New Delhi, vide order No. 1/11(3)/2013-LS-II dated 19-09-2013 w.e.f. 01-10-2013. The O/o CGPDTM is not governed by Shops and Establishment Act or none of the provisions of Shops and Establishment Act is applicable as O/o CGPDTM is a Govt. of India Office. The Office will neither accept nor consider any other notification or circular whatsoever, other than the mentioned here on minimum wages for the categories of manpower mentioned in the present tender and contract. The Minimum Wages including VDA as on 1-10-2013 for the skilled, semi-skilled and un-skilled categories of manpower

required by the **Patent Office, Trade Marks Registry and Geographical Indications Registry**, Chennai as mentioned in the said notification only are acceptable to this office and the same along with all other liabilities should be clearly stated in the financial bid.

17. The Contractor will be responsible for timely payment to the supplied manpower and statutory authorities and compliance of all statutory provisions relating to minimum wages, Provident Fund and Employees State Insurance etc. in respect of the persons deployed by him in this Office.
18. The Contractor shall also liable for depositing all taxes, levies, cess etc. on account of service rendered by him to the Office to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
19. Disbursement of wages with proper payment slip showing details of the payment to the workers deployed in this department should be ensured by the service providing agency.
20. The Tax Deduction at Source (TDS) shall be deducted as per the provisions of the Income Tax Department, as amended from time to time, and a certificate to this effect shall be provided to the agency by this Office.

C. LEGAL TERMS AND CONDITIONS, LIABILITIES OF THE CONTRACTOR AND CONTROL OF THE PERSONS DEPLOYED

21. The contracting agency shall ensure that the individuals deployed against Skilled, Semi-skilled and Unskilled manpower in the **Patent Office, Trade Marks Registry and Geographical Indications Registry**, Chennai conform to the technical requirements of age, educational qualification and experience prescribed in the tender document.
22. The Controller General of Patents, Designs and Trademarks is a Central Government Office and has five days working (i.e. Monday to Friday) in a week from 9.15 AM to 5.45 PM with a lunch break of ½ hrs. from 1.00 PM to 1.30 PM. Besides this the Department observes the Gazetted holidays notified by the Government of India from time to time. Skilled/semi-skilled and unskilled manpower are required to work from Monday to Saturday as per above mentioned timing. They may also be required to attend the office as and when required on Sunday/ holiday.
23. The contracting Company/Firm/Agency shall furnish the following documents in respect of the individual employee deployed by them in this Office before commencement of the work:
 - List of persons deployed:
 - Bio-Data of the persons:
 - Attested copy of 10th Class Certificate containing date of birth:
 - Character Certificate from Group 'A' or Class-I Officers of the Central/State Government or Notary Public.
 - Certification of verification of antecedents of persons by local Police authority.
 - Identity Cards bearing photograph

24. In case, any person employed by the contractor commits any act of omission/commission that amounts to misconduct/indiscipline/ incompetence or involves in any act that is prejudicial to the employees of this office or to the office, such person will be immediately debarred from the site of work by the officer in-charge and contractor will be liable to take appropriate disciplinary action against such persons, with intimation to this office about the action initiated against such person.
25. The contractor shall replace immediately any of its personnel who are found unacceptable to this Department because of security risks, incompetence, conflict of interest, improper conduct, frequent and / or unwarranted absence etc. upon receiving an intimation or notice from the officer in-charge.
26. The persons deployed shall be required to report to the Administrative Officer or in-charge from **Patent Office, Trade Marks Registry and Geographical Indications Registry**, for duty at 9.15 AM and before leaving the office at 5.45 PM. In case, a person deployed is absent on a particular day or comes late/leaves early on three occasions in a month, one-day wages shall be deducted.
27. The contractor shall depute a Facility Coordinator in the Patent Office as well as in the Trade Marks Registry and Geographical Indications Registry who would be responsible for immediate interaction with the competent authority so that optimal services of the persons deployed by the agency could be availed without any disruption.
28. The selected agency shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. The delay by the contractor in providing a substitute **beyond three (3) working days** shall attract a **pre-estimated agreed liquidated damages @ Rs. 200/- per day per person** on him.
29. It will be the responsibility of the contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed by him. The Office of Controller General of Patents, Designs and Trademarks and the Patent Office/ Trade Marks Registry/ Geographical Indications Registry, Chennai will have no liability in this regard.
30. For all intents and purpose, the contractor shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower so employed and deployed by it in this Office. The persons deployed by the contractor in the Patent Office, Trade Marks Registry and Geographical Indications Registry, Chennai shall not have any claims of Master and Servant relationship nor have any principal and agent relationship or employer/ employee relationship with or against the Office of Controller General of Patents, Designs and Trademarks and the Patent Office/ Trade Marks Registry /Geographical Indications Registry, Chennai.
31. The Service providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. This Office shall, in no way, be responsible for settlement of such issues whatsoever.
32. This Office shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.

33. Manpower deployed by the contractor shall not have any claim or be entitled to pay, perks and other facilities admissible to casual, ad-hoc, regular/confirmed employees of this Department during the term or after expiry of the contract.
34. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/any other capacity in the Department.
35. All the issues related to contract, monthly payments etc. shall be communicated and processed through the Coordinator in the Patent Office / Trade Marks Registry / Geographical Indications Registry, Chennai nominated by the respective Head of Office.
36. The contractor shall maintain all statutory registers under the applicable law and shall produce the same, on demand, to the concerned authority of this Office or any other authority under law.
37. In case, the contractor fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the Patent Office/Trade Marks Registry/Geographical Indications Registry /office of Controller General of patents, designs and Trade Marks/their representative is put to any loss/obligation, monetary or otherwise, the office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the contractor, to the extent of the loss or obligation in monetary terms.
38. The contractor shall keep the Patent Office, Trade Marks Registry, Geographical Indications Registry and Office of Controller General of Patents, Designs and Trade Marks/their representative indemnified against claims, if any, of the workmen and all costs and expenses as may be incurred by the contractor in connection with any claim that may be made by any of his deployed workmen.
39. The Contractor shall keep the Patent Office, Trade Marks Registry, Geographical Indications Registry and Office of Controller General of Patents, Designs and Trade Marks/their representative indemnified against the claims, actions or proceedings brought or instituted against the Patent Office/ Trade Marks Registry/ Geographical Indications Registry/Office of Controller General of Patents, Designs and Trade Marks/their representative by any of contractors' employees or any other third party in connection with, relating to or arising out of the performance of the services under this agreement.

D. MODE OF PAYMENT TO THE CONTRACTOR:

40. The contractor shall raise separate bills for Patent Office, Trade Mark Registry and Geographical Indications Registry, in triplicate for each office, along with attendance sheet duly verified by the Administrative Officer, in respect of the persons deployed in each office, in the first week of the succeeding month. As far as possible, the payment will be released within **45 days** thereupon.

41. The monthly bills shall be accompanied with the documentary proof for remittance of Employees State Insurance, Employee Provident Fund and Service Tax etc. pertaining to the concerned month's bill.
42. The bills submitted to Patent Office/Trade Mark Registry/Geographical Indications Registry shall be accompanied with a consolidated statement clearly indicating the details of wages of each person, deduction towards ESI, EPF, etc. The bills submitted without the proof on remittance of ESI, EPF and without the attendance details, consolidated statement will not be processed till such details are provided.
43. The amount of pre-estimated agreed liquidated damages calculated @ Rs. 200/- per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the agency shall be deducted from the monthly bills of the service providing Agency/Firm/Company in the following month.

13. TERMINATION

This agreement may be terminated by either party by giving three months' notice, in writing, of the intention to terminate without specifying any reason(s) for termination. On termination of the contract, the contractor shall take immediate steps to withdraw all employees in a smooth and orderly manner.

14. FORCE MAJEURE

Neither party shall be in breach of any obligation under this contract if it is unable to perform that obligation in whole or part by reason of Force Majeure. If either party seeks to rely on this clause, it shall immediately give notice to the other with full particulars of the matter claimed as a Force Majeure event. The parties so affected shall take all reasonable steps to remedy the failure to perform and to keep the other party informed of the steps being taken to mitigate the effects of Force Majeure.

In the event of Force Majeure lasting for more than three months, either party may, following consultation with the other, give a notice of termination.

15. ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID (ANNEXURE- C)

- i) Application - Technical Bid.
- ii) Details of Earnest Money Deposit
- iii) Attested copy of the registration of agency.
- iv) Attested copy of the valid labour license from the Regional Labour Commissioner.
- v) Attested copy of PAN/GIR Card.
- vi) Attested copy of the latest IT return filed by the agency.
- vii) Attested copy of the Service tax registration letter/certificate.
- viii) Attested copy of the PF registration letter/certificate.
- ix) Attested copy of the ESI registration letter/certificate.
- x) Certified document in support of financial turnover of the agency.

- xi) Performance Certificates from earlier Departments/Companies.
- xii) Certified documents in support of entries in column 11 (financial turnover) and 12 (major similar contracts handled during last 3 years) of the Technical Bid application.
- xiii) Copy of the terms and conditions in Tender Document with each page duly signed and sealed by the authorized signatory of the agency as token of their acceptance.

16. ORDER FOR ARRANGEMENT OF DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF MANPOWER

- i) List of Skilled, Semi-skilled and Unskilled manpower shortlisted by the Patent office/Trade Mark Registry/Geographical Indications Registry, Chennai for deployment in the office as mentioned in the document containing full details i.e. date of birth, marital status, address etc. shall be provided.
- ii) Bio-Data of all persons.
- iii) Character Certificate from a Group 'A'/Class-I Gazetted Officer of the Central/State Government in respect of all persons.
- iv) Certificate of verification of antecedents of all persons by local police authority.
- v) Contract agreement duly signed as per Annexure "E"
- vi) Data Security Certificate as per Annexure "F"
- vii) Bank Guarantee Bond Annexure "G"

Acceptance letter by the Tenderer on the letter Head of the company

To

THE CONTROLLER OF PATENTS / REGISTRAR OF TRADE MARKS / REGISTRAR OF
GEOGRAPHICAL INDICATIONS
PATENT OFFICE / TRADE MARKS REGISTRY / GEOGRAPHICAL INDICATIONS REGISTRY
INTELLECTUAL PROPERTY BUILDING,
G.S.T. ROAD, GUINDY,
CHENNAI – 600 032.

Sir/Madam

I/We hereby accept unconditionally all the terms and conditions as contained in tender documents as well as notice inviting tenders (NIT) and in default thereof, to forfeit and pay to CGPDTM, or its successors or its authorized nominees such sums of money as are stipulated in the notice inviting tenders and tender documents.

Dated -----the day of -----

SIGNATURE OF TENDERER

NAME (CAPITAL LETTERS) :-----

ADDRESS: -----

SEAL OF TENDERER

SIGNATURE OF WITNESS

NAME (CAPITAL LETTERS) :

OCCUPATION

Undertaking by the Tenderer

- (a) I/We agree to abide by and fulfill all terms and conditions referred to above and as contained in tender documents elsewhere and in default thereof, to forfeit and pay to CGPDTM, or its successors or its authorized nominees such sums of money as are stipulated in the notice inviting tenders and tender documents.
- (b) I/We hereby pay the earnest money of amount as mentioned in the Tender in favour of Controller of patents, payable at place as mentioned in the Tender/notice inviting tenders (NIT)
- (c) If I/We fail to provide the desired manpower as per the order/ Letter of Intent within 15 days of the date of issue of Letter of Intent or 10 days from the receipt of the letter awarding the contract and/or I/we fail to sign the agreement as per contract and/or I/we fail to submit performance guarantee as per contract, I/we agree that CGPDTM/Patent Office/Trade Marks Registry/Geographical Indications Registry / their authorized representative shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Intent and to forfeit the said earnest money as specified above.
- (d) I/we am/are also enclosing herewith the Acceptance letter on the prescribed proforma.

Dated the----- day of-----

SIGNATURE OF TENDERER

NAME (CAPITAL LETTERS) : -----

ADDRESS : -----

SEAL OF TENDERER

SIGNATURE OF WITNESS -----

NAME (CAPITAL LETTERS) : -----

OCCUPATION -----

ANNEXURE C

TECHNICAL BID

For providing Skilled, Semi-skilled and Unskilled manpower to the Patent Office, Trade Marks Registry and Geographical Indications Registry, Chennai under the office of the Controller General of Patents, Designs and Trademarks.

1. Name of the Tendering Company/Firm/Agency
(Attach certificate of registration)

2. Name of the Proprietor /Director of Company/Firm/Agency

3. Full address of the Registered Office _____

 Telephone Number: _____
 FAX No. _____
 Mobile No. _____
 E-Mail Address _____

4. Full address of Branch offices (if any) _____

 Telephone Number: _____
 FAX No. _____
 Mobile No. _____
 E-Mail Address _____

5. Banker of Company/Firm/Agency _____
 (Full Address)
 (Attach certified copy of statement
 of A/c for the last three years)
 Telephone Number of Banker

6. PAN/GIR No.(Attach attested copy) _____

7. Service Tax Registration No.(Attach attested copy) _____

8. E.P.F. registration Number (Attach attested copy) _____

9. E.S.I. Registration Number (Attach attested copy) _____

10. Details of Earnest Money Deposit: Rs. 10,000/- (Ten Thousand only) No. _____
 Dated _____ and Drawn on Bank: _____

11. Financial turnover of the tendering Company/Firm/Agency for the last 3 financial years.
 (Attach separate sheet if space provided is insufficient)

Financial Year	Amount (Rs. Lakh)	Remarks if any
----------------	-------------------	----------------

2010-11		
2011-12		
2012-13		

12. Give details of the major similar contracts handled by the tendering Company/Firm/Agency during the last three years in the following format:

Sl. No.	Details of client along with address, telephone numbers	Type of manpower supplied	Amount of Contract (Rs. Lakh)	Duration of Contract	
				From	To
1.					
2.					
3.					

13. (If the space provided is insufficient, a separate sheet may be attached)

14. Additional information, if any(Attach separate sheet, if required)

Signature of authorized person

Name: _____

Seal

Date:

Place:

DECLARATION FOR TECHNICAL BID

1. _____ Son/Daughter/Wife of Shri----- signatory of the agency/firm mentioned above is competent to sign this declaration and execute this tender document:
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them:
3. The information/documents furnished along with the above application are true authentic to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law:

Signature of authorized person

Full Name: _____

Seal: _____

Date:

Place:

ANNEXURE D

FINANCIAL BID

For providing Skilled, Semi-skilled, Unskilled manpower to the Patent Office, Trade Marks Registry and Geographical Indications Registry, Chennai under the office of Controller General of Patents, Designs and Trademarks.

1. Name of tendering Company/Firm/Agency:
2. Details of Earnest Money Deposit: Rs. 10,000/- (Ten Thousand only) No. _____
Dated _____ and Drawn on Bank: _____
3. All the manpower deployed in this Department will be paid their wages on monthly basis in time by the Company/Firm/Agency as per the rates below.
4. Rates of wages are to be quoted in accordance with and not less than the minimum rate of wages as applicable in Central sphere under construction category notified by the Government of India, Ministry of Labour & Employment, Office of the Chief Labour Commissioner New Delhi, vide order No. 1/11(3)/2013-LS-II dated 19-09-2013 w.e.f. 01-10-2013. The O/o CGPDTM is not governed by Shops and Establishment Act or none of the provisions of Shops and Establishment Act is applicable as O/o CGPDTM is a Govt. of India Office. The Office will neither accept nor consider any other notification or circular whatsoever, other than the mentioned here on minimum wages for the required categories of manpower. The Minimum Wages per day including VDA as on 1-10-2013 for the skilled, semi-skilled and un-skilled categories of manpower required by the **Patent Office, Trade Marks Registry and Geographical Indications Registry, Chennai**, as mentioned in the said notification and acceptable to this office are as under:
 - a) Skilled person : Rs. 377/-
 - b) Semi-skilled persons : Rs.342/-
 - c) Unskilled persons: Rs. 310/-
5. Rate are to be quoted per person/per day (excluding half an hour lunch break) inclusive of all statutory liabilities, taxes, levies, /education cess etc. with the following break up:

Sl. No	Component		Central Government Minimum wages as per central sphere under construction category to be paid as per Government of India, Ministry of Labour & Employment, Office of the Chief Labour Commissioner , New Delhi, Order No. 1/11(3)/2013-LS-II dated 19-09-2013 w.e.f. 01-10-2013 .				TOTAL Wages/ Amount (Rs)
	i	ii	iii	iv	v	vi	
A	type	No. of Persons	Minimum wages As per Central Government Minimum wages	Statutory EPF & ESIS Contributi on	Total (iv) + (v)	Total Wages (vi) X (iii)	
	Skilled persons (Data Entry Operator)		377				

	Semi-Skilled persons (Data Entry Operator)		342				
	Un-Skilled persons		310				
TOTAL AMOUNT of COMPONENT A							
B	MANAGEMENT/SERVICE CHARGE as a fixed % of TOTAL OF (A) : (comprising Management Fee and other payments/statutory liabilities/extra wages, if any, which the Bidder would pay to the engaged manpower) Management Charges (comprising Management Fee and other payments/statutory liabilities/extra wages, if any, which the Bidder would pay to the workers),						
C	TOTAL A + B						
D	Service Tax on C						
E	TOTAL Tender Cost Per Month (A to D)						

Signature of authorized person

Full Name: _____

Seal: _____

Date:

Place:

N.B.:

1. The rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed by each manpower.
3. In Component B, the rates quoted by the Bidder should be inclusive of Management Fee and also other payments/ statutory liabilities/extra wages, if any, which the Bidder would pay to the workers as applicable at the time of entering the contract
4. For Component A, the monthly wages shall be calculated by multiplying daily wage rate with **26 days**
5. The minimum wages stated in component A, shall be the up to date minimum wages of central sphere as on 01-10-2013, as notified in the order as mentioned above by the Ministry of Labour, Govt. of India .

CONTRACT AGREEMENT

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

An **AGREEMENT** made this day of BETWEEN (hereinafter called the contractor or contracting agency or service providing agency which expression shall include his legal representatives) **ON ONE PART** and the Controller General of Patents, Designs and Trademark (hereinafter referred as "CGPDTM" or "the Government" or "Department" or "Patent Office" or "Trade Mark Registry" or "Geographical Indications Registry", Chennai which shall also include any person authorized by the CGPDTM) **ON OTHER PART**

WHEREAS the contractor agrees to supply the Skilled (Data Entry Operator)/Semi-skilled (Data Entry Operator)/ Unskilled manpower to perform the work specified to them successfully on contract basis, as mentioned in the tender document, to the Patent Office, Trade Marks Registry and Geographical Indications Registry, Chennai under the Office of Controller General of Patents, Designs and Trademarks, Boudhik Sampada Bhawan, S.M.Road, Antop Hill, Mumbai 400037;

AND WHEREAS the Contractor agrees to supply the manpower initially required by this office as under and as per the rates not less than the rates of minimum wages for the required categories as per Central Minimum Wages Act 1948 as notified by the Government of India, Ministry of Labour & Employment, Office of the Chief Labour Commissioner, New Delhi, Order No. 1/11(3)/2013-LS-II dated 19-09-2013 w.e.f. 01-10-2013, which are as under and, further agrees to work with the agency charges and other liabilities charges as given below which are inclusive of all statutory/taxation liabilities at the time of entering into the contract ;

Sl. No.	Component		Central Government Minimum wages as per central sphere under construction category to be paid as per Government of India, Ministry of Labour & Employment, Office of the Chief Labour Commissioner , New Delhi, Order No. 1/11(3)/2013-LS-II dated 19-09-2013 w.e.f. 01-10-2013 . (Rs)				TOTAL Wages / Amount
i	ii	iii	iv	v	vi	vii	viii
A	type	No. of persons	Minimum wages As per Central Government Minimum wages	Statutory EPF & ESIS Contribution	Total (iv) + (v)	Total Wages (vi) X (iii)	
	Skilled persons (Data		377				

	Entry Operator)						
	Semi-Skilled persons (Data Entry Operator)		342				
	Un-Skilled persons		310				
TOTAL AMOUNT of COMPONENT A							
B	MANAGEMENT/SERVICE CHARGE as a fixed % of TOTAL OF (A) : (comprising Management Fee and other payments/statutory liabilities/extra wages, if any, which the Bidder would pay to the engaged manpower) Management Charges (comprising Management Fee and other payments/statutory liabilities/extra wages, if any, which the Bidder would pay to the workers),						
C	TOTAL A + B						
D	Service Tax on C						
E	TOTAL Tender Cost Per Month (A to D)						

AND WHEREAS the Controller General of Patents, Designs and Trademark (through “ Patent Office, Trade Marks Registry and Geographical Indications Registry, Chennai”) has agreed to the above quoted rates for supply of the said manpower;

NOW THEREFORE both the parties agree to the terms and conditions hereinafter mentioned viz. :-

- (i) that it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer and employee between the said persons and the CGPDTM or Patent Office or Trade Marks Registry or Geographical Indications Registry, Chennai or any person authorized shall accrue/arise implicitly or explicitly.
- (ii) that the number of Skilled/Semi-skilled/Unskilled manpower deployed in the Patent Office, Trade Marks Registry and Geographical Indications Registry, Chennai shall be purely need based. Therefore, the number of Contractor’s workers may be increased or decreased as per the requirement. Patent Office, Trade Marks Registry and Geographical Indications Registry, Chennai will be under no obligation to engage any specific number of Contractor’s workers during the period of contract.
- (iii) that this Contract shall remain valid for a period of two years w.e.f. initially and if the services are found satisfactory the same may be extended for further period.
- (iv) that notwithstanding to the para (iii) above, the Controller General of Patents, Designs and Trademarks or a person authorized by him shall have full power to terminate the contract if the manpower supplied is not functioning to the satisfaction.

- (v) that the Controller General of Patents, Designs and Trademarks or a person authorized by him shall have full power to reject the Employee which to the true intent and meaning is not in accordance with the requirement of the tender document .
- (vi) that the contracting agency will deposit a sum of Rs. 1000,000/- (Rupees One Lakh only) as Performance Security Deposit in the form of Bank Guarantee/ Fixed Deposit receipt from a commercial bank with **The Administrative Officer, Patent Office, Intellectual Property Building, G.S.T. Road, Guindy, Chennai – 600 032** covering the period of contract of two years and additional sixty days from the date of contract agreement as security for compliance with the terms and conditions of this contract and also that, in case the contract is further extended beyond the initial period of ONE year, he will accordingly renew **annually** the Performance Security Deposit.
- (vii) that in case of breach of any terms and conditions attached to this contract or deficiency in service or substandard quality of manpower deployed by the Contractor, the Performance Security Deposit of the agency will be liable to be forfeited by the Office besides annulment of the contract. In such circumstances the Controller General of Patents, Designs and Trademarks or a person authorized by him reserves the right :
- to terminate this contract by giving notice of 15 days in advance any time during the contract or
- to enter in to parallel contract for similar services with other agencies/person whenever it is found necessary
- (viii) that the contracting agency will be entirely responsible for execution of this contract in all respects in accordance with the conditions of this contract and shall not assign or sub-let the same.
- (ix) that, if the contracting agency becomes insolvent or he or his Agent offers any bribe in connection with the contract or the contractor fails to observe or perform any condition of this contract, then, notwithstanding any previous waiver of such default or action being taken under any other clause hereof, the Controller General of Patents, Designs and Trademarks or a person authorized by him may terminate the contract and forfeit the said deposit and recover from the contractor any loss suffered by the Government on account of the contract being terminated.
- (x) that, if any dispute or difference shall arise including this contract, the settlement of which is not hereinbefore provided for the same, shall be referred to the arbitration of the Controller General of Patents, Designs and Trademarks or, if he is unable or unwilling to act as arbitrator, to the arbitration of any person nominated by him in writing and the decision of such arbitrator shall be final and binding on the parties to this contract.
- (xi) that the contracting agency, as a taxable service provider, must have registered with Central Service Tax Department and obtained Registration No. (15 digits Service Tax Code Number) and would attach a copy of Certificate along with the Agreement. The Invoices / Bills / Challans will be serially numbered and shall contain the Name and address of Service Provider, Service Receiver, Description of service, Value of service tax payable thereon.

- (xii) that the contracting agency shall also be responsible for timely statutory payments in respect of supplied manpower and there shall not be any responsibility of the Controller General of Patents, Designs and Trademarks or a person authorized by him and the Patent office/ Trade Marks Registry/Geographical Indications Registry, Chennai.
- (xiii) that the contractor shall keep the CGPDTM or any person authorized by him or Patent Office or Trade Marks Registry or Geographical Indications Registry, Chennai indemnified against all claims whoever in respect of the employees deployed by the contractor and, also that, in case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same and, further that, in case CGPDTM or any person authorized by him or Patent Office or Trade Marks Registry or Geographical Indications Registry, Chennai is made party in any case related to this contract and is supposed to contest the case, the CGPDTM or any person authorised by him or Patent Office or Trade Marks Registry or Geographical Indications Registry, Chennai will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the contractor to the CGPDTM or any person authorized by him or Patent Office or Trade Marks Registry or Geographical Indications Registry, Chennai on demand.
- (xiv) that the contractor will ensure that no financial or any other liability comes on CGPDTM or any person authorised by him or Patent Office or Trade Marks Registry or Geographical Indications Registry, Chennai in this respect of any nature whatsoever and shall keep CGPDTM or any person authorised by him or Patent Office or Trade Marks Registry or Geographical Indications Registry, Chennai indemnified in this respect.
- (xv) that the contractor shall further keep the CGPDTM or any person authorised by him or Patent Office or Trade Marks Registry or Geographical Indications Registry, Chennai indemnified against any loss to the CGPDTM or any person authorised by him or Patent Office or Trade Marks Registry or Geographical Indications Registry, Chennai property and assets and, further that, the CGPDTM or any person authorised by him or Patent Office or Trade Marks Registry or Geographical Indications Registry, Chennai shall have right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.
- (xvi) that the contracting agency shall be responsible for faithful compliance of the terms and conditions of this agreement, and shall also abide by all the terms and conditions as mentioned in the tender document, failing which the same may be terminated and the security deposit will be forfeited and, further, the work may be got done from another agency at the risk and cost of the Contractor.
- (xvii) that, if the contractor violates any of the terms and conditions of this agreement or commits any fault or their services are not to the entire satisfaction of the officer authorized by the CGPDTM or Patent Office or Trade Marks Registry or Geographical Indications Registry, Chennai, a penalty leading to a deduction up to a maximum of 10% of the total amount of bill for particular month will be imposed.
- (xviii) that the security money shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contractor and/or loss/damage, if any, sustained by

the Office of CGPDTM or Patent Office or Trade Marks Registry or Geographical Indications Registry, Chennai on account of failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.

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

Signed by the said contracting agency

In the presence of : -

1st Witness

Address

2nd Witness

Address

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

In the presence of : -

1st Witness

Address

2nd Witness

Address

DATA SECURITY CERTIFICATE

I / We hereby certify that the Patent Office/Trade Marks Registry/Geographical Indications Registry, Chennai under the Office of Controller General of Patents, Designs and Trademarks shall have absolute right on the digital data and output products processed / produced by me / us including any intellectual property rights if any accrued/ to be accrued thereon. I / We shall be responsible for security / safe custody of data during processing. I / We also certify that the digital topographical data will not be taken out of the building premises or the vendor's premises (as the case may be) on any media. The original input data supplied to me / us by the Patent Office/Trade Marks Registry/Geographical Indications Registry, Chennai or digital data and output products processed / produced from input data will not be passed on to any other agency or individual other than the authorized person of Patent Office/Trade Marks Registry/Geographical Indications Registry, Chennai. I / We shall abide by all security and general instructions issued by SOI from time to time.

I / We also agree that any Patent Office/Trade Marks Registry/Geographical Indications Registry data from my / our computer system will be deleted in the presence of the observer of Patent Office/Trade Marks Registry/Geographical Indications Registry, Chennai after completion of the task.

Signature of the contracting agency

Signature of the witnesses

(1)

(2)

FORM OF PERFORMANCE /SECURITY BANK GUARANTEE BOND

In consideration of the CGPDTM, (hereinafter called "CGPDTM") having offered to accept the terms and conditions of the proposed agreement between _____ and _____ (hereinafter call "the said Contractor") for the work _____ (hereinafter called "the said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, _____ (hereinafter referred to as "the Bank" hereby undertake to pay to the CGPDTM an amount not exceeding Rs. _____ (Rupees _____ only) on demand by the CGPDTM.
2. We, _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the CGPDTM stating that the amount claimed as required to meet the recoveries due or likely to be due from that the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only)
3. We, the said bank further undertake to pay the CGPDTM any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and equivocal.
4. We, _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the CGPDTM under or by virtue of the said agreement have been fully paid

and its claims satisfied or discharged or till Officer-in-charge on behalf of the CGPDTM certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We, _____ further agree with the CGPDTM that the CGPDTM shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the CGPDTM against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the CGPDTM or any indulgence by the CGPDTM to the said Contractor(s) or by any such matter of thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We, _____ lastly undertake not to revoke this guarantee except with the previous consent of the government in writing.
8. This guarantee shall be valid upto _____ unless extended on demand by the CGPDTM. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupees _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the _____ day of _____ for _____ indicate the name of the Bank.

Signature of

Authorized Official of the Bank

Signature of the witness

.....

Name of Official

Designation

Name of the Witness

.....

Stamp/Seal

of the Bank

Address of the Witness

.....