



**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 DOCUMENT

**TENDER FOR SUPPLY OF MANPOWER
AT
TRADE MARKS REGISTRY
BOUDHIK Sampada Bhawan,
5TH FLOOR, CP-2, SECTOR – V, SALT LAKE,
KOLKATA – 700 091**



**INTELLECTUAL
PROPERTY INDIA**

**TENDER DOCUMENT FOR SUPPLY OF DATA ENTRY OPERATORS/ ASISITANTS,
SEMI-SKILLED AND NON-SKILLED MANPOWER**

1. 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 man power supply agencies/firms/companies for providing Data Entry Operators & skilled workers for data entry and digitization of trade marks records in Trade Marks Registry, Kolkata located at the address mentioned below for six months from the date of taking up the job. The present requirement is given below. However, the number may be increased or decreased on the option of the Department.

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 work will be carried out at Trade Marks Registry at the address given below

Name and Address of Office	Requirement		
	DATA ENTRY OPERATOR/ ASSISTANT (CLERICAL)	SKILLED WORKERS (MATRIC AND ABOVE BUT NOT GRADUATE)	NON-SKILLED WORKERS
Trade Marks Registry, Bouddhik Sampada Bhawan, 5 th Floor, CP-2, Sector – V, Salt Lake, Kolkata – 700 091 Phone: 033-2367 5975 Fax No. 033-2367 7311	6	4	-

(c) **QUALIFICATION AND EXPERIENCE**

A- FOR DATA ENTRY OPERATOR/ASSISTANT:

i) **Educational Qualification:** Graduate having degree in any discipline from a recognized Indian University.

ii) **Technical Qualification:** (a) Knowledge / Certificate in MS Office / Computer Application (b) Passed in Typewriting test in English from Technical Institution with minimum 40-60 wpm typing speed. (c) Experience in Data Entry in MS Excel/webpage and(d) good command over English and excellent communication skills.

B- FOR SKILLED MANPOWER

i) **Educational Qualification:** 10th Examination passed from any Board recognised by Central or state Government

ii) **Technical Qualification:** (a) Knowledge / Certificate in MS Office / Computer Application (b) Passed in Typewriting test in English from Technical Institution with minimum 40-60 wpm typing speed. (c) Experience in Data Entry in MS Excel/webpage and(d) good command over English and excellent communication skills.

C-FOR NON-SKILLED MANPOWER:

(i) A person should be at least 8th passed and have knowledge to read and write in **ENGLISH**

(ii)Should have previous working experience in reputed Public/Private institutions/Central/State Government offices.

(d) COST OF TENDER:

The tender document can be purchased from the cash counter of the Trade Marks Registry, Kolkata. The Tender Documents can also be downloaded from the website of the Office of the Controller General of Patents, Designs and Trademarks. www.ipindia.nic.in

The cost of tender document is **Rs.500 (FIVE HUNDRED ONLY)** payable by Demand draft/Pay order/local or at per Cheque in favour of “**The Registrar of Trade Marks**”, payable at Kolkata, or cash at the cash counter of Trade Marks Registry, Kolkata. 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 Registrar of Trade Marks**”, payable at Kolkata. The cost of tender document is **NON-REFUNDABLE. Tender submitted without cost will be rejected**

3. Schedule of Tenders –

Date & Time for sale of Tender Documents : All working days within 11 A.M. to 3 P.M. from 17th September, 2010 to 1st October, 2010.

Date & Time for submission of Tender Documents : All working days within 11 A.M. to 5 P.M. from 20th September, 2010 to 8th October, 2010 5 P.M.

Date of Opening of Technical Tender Documents : 11th October, 2010 at 3.30 P.M.

Date of financial bids of selected bidders : 14th October, 2010 at 3.30 P.M.

4. SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

The Trade Marks Registry Office have got an integrated ‘Trade Marks Automated System’ (TMAS) to perform various activities under the Trade Marks Act & Rules.

The details of all the applications made for registration of trade mark & various types of other requests under the Trade Marks Act & Rules are entered into the system. These are updated from time to time as per instructions of competent official. Parallely the actual applications/requests or other documents submitted by the applicant or their authorized agent, in relation to the application for registration of trade marks are scanned, converted into searchable pdf file format and uploaded in the system.

The work of Data Entry Operators/Skilled Man Power includes data entry & updation of details of applications/requests/other documents, scanning, conversion of scanned matter into pdf file format and uploading the same in TMAS as mentioned above and taking back up of scanned matters into DVDs under the supervision of authorized officials of this office. They may also be required to do any other work assigned to them from time to time by Head of Office or any other officer authorized by him.

5. INSTRUCTION OF TENDERS AND OTHER TERMS AND CONDITIONS

(a) The Interested Companies/Firms/Agencies may submit the tender documents complete in all respects along with Earnest Money Deposit (EMD) of Rs. 10,000/-by Demand Draft or local/at per Cheque drawn in favour of “Registrar of Trade Marks” payable at Kolkata and

addressed to **Head of Office, Trade Marks Registry, Bouddhik Sampada Bhawan, 5th Floor, CP-2, Sector – V, Salt Lake, Kolkata – 700 091** on or before the last date and time of submission of tender. **The tenders shall not be entertained after this deadline under any circumstances whatsoever.**

- (b) The tenders have been invited under two bid system i.e. Technical Bid and Financial Bid. The interested agencies are required to submit two separate sealed envelopes super scribing **“Technical Bids” and “Financial Bids” for supply of Data Entry operators and other skilled manpower**”. Both sealed envelopes should be kept in a one third envelope super scribing **“Tender for supply of Data Entry Operators & other skilled manpower to The Trade Marks Registry, Kolkata.**
- (c) The Controller General of Patents, Designs and Trademarks reserves the right to 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. The decision taken by him in this regard shall be final and binding on all.
- (d) The tender submitted with less than minimum wages as prescribed by Government of West Bengal shall be rejected without any notice.
- (e) The contract for supply of above mentioned manpower initially will be given for six months from the date of order issued by this office for supply of manpower. The period of the contract may be further extended beyond six months provided the requirement of the Department for the above manpower persists at that time, or, 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 personal Authorized by him however, reserves right to terminate this initial contract at any time after giving one-week notice to the selected service providing Company/Firm/Agency.
- (f) The Department has initial requirement for 6 Data Entry Operators & 4 other skilled manpower who are well conversant with computers and essentially well trained in MS Word language. The requirement of the Department may increase or decrease during the initial period of contract also.
- (g) The Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten Thousand Only), refundable (without interest) should be necessarily accompanied with the Technical Bid of the agency in the form of Demand Draft/Pay Order drawn in favour of “Registrar of Trade Marks” payable at Kolkata. Failing which the tender shall be rejected summarily.
- (h) The successful tenderer will have to further deposit a Performance Security Deposit of Rs. 50,000/- (Rupees Fifty Thousand only) in the form of Demand Draft/Bank Guarantee to be deposited in the name of the Registrar of Trade Marks payable at Kolkata at the **Trade Marks Registry, Bouddhik Sampada Bhawan, 5th Floor, CP-2, Sector – V, Salt Lake, Kolkata – 700 091** covering the period of contract.
- (i) The tendering Companies/Firms/Agencies are required to enclose photocopies of the following documents (duly attested by Group ‘A’ Gazetted ed Officers of the Government of India or Class-I Officers of the State Government) along with the Technical Bid, failing which their bids shall be summarily/out-rightly rejected and will not be considered any further:-
 - (i) Registration certificate:
 - (ii) Copy of PAN/GIR card.
 - (iii) Copy of the IT return filed for the last three financial years.
 - (iv) Copies of the EPF and ESI certificates.
 - (v) Copies of the Service tax registration certificate.

- (j) The conditional bids shall not be considered and will be out rightly rejected in very first instance.
- (k) 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. 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 bids.
- (l) The Bids shall be opened on the scheduled date and time at **Trade Marks Registry, Bouddhik Sampada Bhawan, 5th Floor, CP-2, Sector – V, Salt Lake, Kolkata – 700 091** in the presence of the representatives of the Companies/Firms/Agencies, if any, who are present on the spot at that time.
- (m) The Controller General of Patents, Designs and Trademarks reserves the right to annul any or all bids without assigning any reason.

6. TECHNICAL REQUIREMENT FOR THE TENDERING COMPANY / FIRM/ AGENCY FOR “TECHNICAL BID”

The tendering Company/Firm/Agency should fulfill the following technical specifications for Technical Bid:-

- (i) The Registered Office of the manpower Company/Firm/Agency should be located in West Bengal only.
- (ii) The manpower Company/Firm/Agency should be registered with the appropriate registration authority.
- (iii) The Company/Firm/Agency should have at least three years experience in successfully providing skilled and unskilled manpower to Public Sector Companies/Banks and Government Department etc.
- (iv) Completion certificate from those companies to whom the manpower was provided
- (v) The Company/Firm/Agency should have its own Bank Account.
- (vi) The Company/Firm/Agency should be registered with income tax and service tax Department.
- (vii) The Company/Firm/Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Act.
- (viii) Undertaking for not subletting the work to any other agency

Note: No deviation from the above conditions shall be allowed

7. TECHNICAL REQUIREMENT FOR DATA ENTRY OPERATORS TO BE DEPLOYED BY THE SUCCESSFUL COMPANY/FIRM/AGENCY

(A) FOR DATA ENTRY OPERATOR/ASSISTANT:

- (i) He/She should possess qualification and experience as mentioned in para 2(c)(A) of the tender document and should be between age group of 18 years to 28 years.

- (ii) He/She should have Typing speed of 40-60 words per minute in English.
- (iii) He/She should be well conversant with the working of the computers and should necessarily have knowledge of Computer Operator.
- (iv) He/She should have Character certificate from one Group 'A' or Class –I Gazetted Officers of the Central Government/state Government per Notary Public. .
- (v) His/her antecedents should have got verified by the agency from the local police authorities.
- (vi) He/she should have at least 1(one) years experience of working as Data Entry Operators/stenographer in reputed Public/Private institutions/State Government offices.

(B) FOR SKILLED MANPOWER:

- (i) He/She should possess qualification and experience as mentioned in para 2(c)(B) of the tender document and should be between age group of 18 years to 28 years
- (ii) Other conditions are same as that mentioned in 7(A) above.

8. OTHER TERMS AND CONDITIONS

General

1. The work order shall be accepted by the tendering Company/Firm/Agency within 10 days from the receipt of the order by returning one copy of the work order with signature of the authorized person of the agency indicating acceptance of the work order. The contract shall commence from the date of acceptance of the said order and shall continue till six months unless it is curtailed or terminated by the Controller General or a person Authorized by him owing to deficiency of services, sub-standard quality of Data Entry Operators/skilled and non-skilled manpower deployed, breach of contract, reduction or cessation of the requirements etc.
2. The contract may be extended, on the same terms and condition or with some addition/deletion/modification, for a further specific period mutually agreed upon by the successful service providing Agency and The Competent authority.
3. The contracting Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this Department.
4. The present requirement of Data Entry Operators, skilled and non-skilled manpower has been mentioned in para 2(b) of the tender document on urgent basis. The requirement of the Department may increase or decrease during the period of initial contract also. In case of decrease in the requirement the same will be informed to the tenderer and additional manpower may be withdrawn at any time and the tenderer would have to provide additional Data Entry Operators and non-skilled manpower, if required on the same terms and conditions. All selected manpower is to wear Identity card provided by the office every day during working hours
5. The tenderer will be bound by the details furnished by him/her to this Department, while submitting the tender or at subsequent stage. In case any of such documents furnished by him/her is found to be false at an stage, it would be deemed to be a breach of terms of Contract marking him/her liable for legal action besides termination of contract.
6. The Controller General or a personal Authorized by him as competent authority reserves right to terminate the contract during initial period also after giving a week notice to the contracting agency.

LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED

7. The contracting agency shall ensure that the individual Data Entry Operators/Assistants, skilled and non-skilled manpower deployed in the Trade Marks Registry Office confirm to the technical specifications of age, educational and skill qualification prescribed in the tender document.
8. 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 9.30 to 6.00 PM with a lunch break of ½ hrs. from 1.30 PM. to 2.00 P.M. Besides this the Department observes the Gazetted holidays notified by the Government of India from time to time. **The Data Entry Operators/Assistants, other skilled and non-skilled manpower are required to work from Monday to Saturday skilled as per above mentioned timing. These operators however may be required to attend the office as and when required on Saturday/Gazetted holiday (on prior intimation).**
9. The contracting Company/Firm/Agency shall furnish the following documents in respects of the individual Data Entry Operators who will be deployed by it in this Department before the commencement of work.
 - a) List of persons deployed:
 - b) Bio-Data of the persons:
 - c) Attested copy of matriculation containing date of birth:
 - d) Character Certificate from Group 'A' or Class-I Officers of the Central/State Government or Notary Public.
 - e) Certification of verification of antecedents of persons by local Police authority.
 - f) Identity Cards bearing photograph.
10. In case, the person employed by the successful Company/Firm/Agency commits any act omission/commission that amounts to misconduct/indiscipline/ incompetence, the successful Company/Firm/Agency will be liable for the act of such persons and action can be taken against the manpower supply agency/firm/company.
11. The tendering Company/Firm/Agency shall replace immediately any of its personnel who is found unacceptable to this Department because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from this Department.
12. The person deployed shall be required to report for duty at 9.00 AM to the Head of Office and also before leaving the office at 6.00 PM. In case, person deployed comes late/leaves early on three occasions, one-day wage shall be deducted.
13. The agency shall depute a coordinator 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.
14. 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 agency in providing a substitute beyond three working days shall attract a pre-estimated agreed liquidated damages @ Rs. 200/- per day on the service-providing agency.
15. It will be the responsibility of the service providing agencies to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) in this Department and The Office of Controller General of Patents, Designs and trademarks and office working under this office will have no liability in this regard.

16. For all intents and purpose the service providing agency shall be the “Employer” within the meaning of different Labour Legislations in respect of Data Entry Operators/skilled/unskilled workers so employed and deployed in this Department. The persons deployed by the agency in the Department shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against the Competant authority.
17. The Service providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. The Department shall, in no way be responsible for settlement of such issues whatsoever.
18. This Department 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.
19. The person deployed by the service providing agency 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 currency or after expiry of the contract.
20. 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 absorption nor for any relaxation for absorption in the regular/otherwise capacity in the Department

LEGAL

21. The tendering agency 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 it in this Department.
22. The tendering agency shall also liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Department to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
23. The tendering agency shall maintain all statutory registers under the applicable law. The agency shall produce the same, on demand, to the concerned authority of this Department or any other authority under law.
24. 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 Department.
25. In case, the tendering agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the Department is put to any loss/obligation, minority or otherwise, the Department will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.

FINANCIAL

26. The Technical bid should be accompanied with Earnest Money Deposit (EMD), refundable, of Rs. 10,000 (Rupees Ten Thousand only) in the form of Demand Draft/Pay Order drawn in favour of “Registrar of Trade Marks” payable at Kolkata. Failing which the tender shall be rejected out rightly.

27. The EMD in respect of the agencies which do not qualify the Technical Bid (First Stage)/Financial Bid (Second Stage) shall be returned to them without any interest. The successful tenderer shall have to deposit Rupees 50 thousand towards the Performance Security and EMD will be returned to the tenderer after deposit of performance security. Further, if agency fails to deploy required number of Data Entry Operators/Assistants, skilled and non-skilled manpower against the initial requirement within 10 days from the date of receipt of the work order or the EMD shall stand forfeited without giving any further notice.
28. The successful tenderer will have to deposit a security amount of Rs. 50,000/- (Rupees Fifty Thousand only) in the form of demand Draft/Bank Guarantee to the **Head of Office, Trade Marks Registry, Bouddhik Sampada Bhawan, CP-2, Sector – V, Salt Lake, Kolkata – 700 091** covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee/Demand Draft will have to be accordingly renewed by the successful tenderer.
29. 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.
30. The agency shall raise the bill, in triplicate, along with attendance sheet (duly verified by Head of Office in respect of the persons deployed and submit the same to the Assistant Superintendent of the Trade Marks Registry, Kolkata in the first week of the succeeding month.
31. 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.
32. 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.
35. **The successful tenderer will have to deposit Contact agreement duly signed as per Annexure “A “and Data Security Certificate Annexure “B”**

ORDER FOR ARRANGEMENT OF DOCUMENT WITH THE TECHNICAL BID

1. Application- Technical Bid.
2. Attested copy of the registration of agency.
3. Attested copy valid labour license from the Regional Labour Commissioner
4. Attested copy of PAN/GIR Card.
5. Attested copy of the latest IT return filed by the agency.
6. Attested copy of the Service tax registration letter/certificate.
7. Attested copy of the PF registration letter/certificate.
8. Attested copy of the ESI registration letter/certificate.
9. Certified document in support of financial turnover of the agency.
10. Certified documents in support of entries in column 12 and 13 of Technical Bid application.
11. Copy of the terms and conditions in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

ORDER FOR ARRANGEMENT OF DOCUMENT TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF MAN POWER.

1. Bio-Data of all persons.

2. Character Certificate from two Group 'A'/Class-I Gazetted Officers of the Central/State Government in respect of all persons.
3. Certificate of verification of antecedents of all persons by local police authority.
4. Contact agreement duly signed as per Annexure "A"
5. Data Security Certificate as per Annexure "B"

TECHNICAL BID

FOR PROVIDING DATA ENTRY OPERATORS/ASSISTANTS, SKILLED AND NON-SKILLED MANPOWER TO THE TRADE MARKS REGISTRY, KOLKATA UNDER THE OFFICE OF CONTROLLER GENERAL OF PATENTS, DESIGNS AND TRADE MARKS..

1. Name of Tendering Company/Firm/Agency _____
2. Name of Proprietor /Director of Company/Firm/Agency _____
3. Full address of Registered Office _____

 Telephone Number: _____
 FAX No. _____
 E-Mail Address _____
4. Full address of Branch offices _____

 Telephone Number: _____
 FAX 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. 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
2007-08		
2008-09		
2009-10		

11. 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.					

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

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

Signature of authorized person
Name: _____
Seal

Date:
Place:

DECLARATION

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:

FINANCIAL BID

FOR PROVIDING DATA ENTRY OPERATORS/ASSISTANTS, SKILLED AND NON-SKILLED MANPOWER TO THE TRADE MARKS REGISTRY OFFICE UNDER THE OFFICE OF CONTROLLER GENERAL OF PATENTS, DESIGNS AND TRADE MARKS

1. Name of tendering Company/Firm/Agency:
2. Details of Earnest Money Deposit: Rs. 10,000/- (Ten Thousand only) D.D/Pay Order No. Date and Drawn on Bank:
3. Rate per person/per day inclusive of all statutory liabilities, taxes, levies, cess/education. cess etc.
 - a) For Data Entry Operator/Assistant : Rs.
 - b) Skilled persons : Rs.

Signature of authorized person
Full Name: _____
Seal: _____

Date:
Place:

ANNEXURE 'A'

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 which expression shall include his legal representatives) of the one part and The Controller General of Patents, Designs and Trademark (herein after referred as “the Government” or Department or Trade Marks Registry Office which shall also include any person authorized by CGPDTM) of the other part and WHEREBY the contractor agrees to supply the Data Entry Operators/Assistants, skilled and Non-Skilled persons to perform the work specified to them successfully on contract basis to the Trade Marks Registry, Kolkata as mentioned in the tender document under Office of the Controller General of Patents, Designs and Trademarks, Boudhik Sampada Bhawan, S.M.Road, Antop Hill, Mumbai 400037 as per details given below :

Sl.No.	Rate per month	Service Tax	<u>Total</u>	Total No. of persons being supplied	Total amount per month
1.	Data Entry operator/Assistants				
2.	Skilled persons				
3.	Non-Skilled persons				

and on the terms and conditions mentioned below :-

- (a) 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 IPO or any person authorized shall accrue/arise implicitly or explicitly.
- (b) That the number of data entry operators/Skilled/Unskilled manpower will be purely need based. Therefore, the number of Contractor's worker may be increased or decreased as per requirement. The Trade Marks Registry, Kolkata will be under no obligation to engage any specific number of Contractor's worker during the period of contract.
- (c) that this Contract shall remain valid for a period of six months w.e.f. initially and if the services are found satisfactory the same may be extended for further period .However 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 functioning to the satisfaction
- (d) that the Controller General of Patents, Designs and Trademarks or a person authorized by him shall have full power to reject the Data Entry Operator / Service of the operator and non skilled manpower which to the true intent and meaning is not in accordance with the requirement as per tender document
- (e) that the contracting agency will deposit a sum of Rs. 50,000/- as security for compliance with the terms and conditions of this contract.
- (f) 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 one week in advance any time during the contract.
to enter in to parallel contract for similar services with other agencies/person whenever it is found necessary.
to extend the contract up to further period, if required from the date of expiry of the initial period, at the same rates, terms and conditions.
- (g) that the contracting agency will be entirely responsible for the execution of this contract in all respect in accordance with the conditions of this contract and shall not assign or sub-let the same without the permission of this office.
- (h) 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 on behalf of the Government 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.

- (i) if any dispute or difference arises 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.
- (j) The contracting agency as a taxable service provider, must have registered with Central Excise Department and obtained Registration No. (15 digits Service Tax Code Number) and should attach a copy of Certificate along with the Agreement. The Invoices / Bills / Challans should be serially numbered and it should contain the Name and address of Service Provider, Service Receiver, Description of service, Value of service tax payable thereon.
- (k) 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.
- (l) That the contractor shall keep the CGPDTM or any person authorized by him or Trade Marks Registry, Kolkata indemnified against all claims whoever in respect of the employees deployed by the contractor. 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. In case CGPDTM or any person authorized by him or Trade Marks Registry, Kolkata is made party and is supposed to contest the case, the CGPDTM or any person authorised by him or Trade Marks Registry, Kolkata will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the contractor to CGPDTM or any person authorized by him or Trade Marks Registry, Kolkata on demand. Further, the contractor will ensure that no financial or any other liability comes on CGPDTM or any person authorised by him or Trade Marks Registry, Kolkata in this respect of any nature whatsoever and shall keep CGPDTM or any person authorised by him or Trade Marks Registry, Kolkata indemnified in this respect.
- (m) That the contractor shall further keep the CGPDTM or any person authorised by him or Trade Marks Registry, Kolkata indemnified against any loss to the CGPDTM or any person authorised by him or Trade Marks Registry, Kolkata property and assets. The CGPDTM or any person authorised by him or Trade Marks Registry, Kolkata shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.
- (n) 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. The same may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at their risk and cost
- (o) 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 Trade Marks Registry, Kolkata, a penalty leading to a deduction up to a maximum of 10% of the total amount of bill for particular month will be imposed.

- (p) 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 Trade Marks Registry, Kolkata on account of failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor

Signed by the said contracting agency

In the presence of : -

Ist Witness

Address

2nd Witness

Address

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

In the presence of : -

Ist Witness

Address

2nd Witness

Address

DATA SECURITY CERTIFICATE

I / We hereby certify that the Trade Marks Registry 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. 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 Trade Marks Registry 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 Trade Marks Registry, Kolkata. I / We shall abide by all security and general instructions issued by the Trade Marks Registry from time to time.

I / We also agree that any Indian Patent Office data from my / our computer system will be deleted in the presence of IPO / observer after completion of the task.

Signature of the contracting agency

Signature of the witnesses

(1)

(2)