



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. TENDER NO: IPO/DELHI/02/2010-11

TENDER DOCUMENT FOR

**HIRING OF CARS ON RENTAL BASIS AT
INDIAN PATENT OFFICE
BOUDHIK Sampada Bhawan,
PLOT NO 32, SECTOR-14 DWARKA NEW DELHI**

Schedule of Tender

Date & time for sale of Document-----26th August 2010 from 10 AM to 5.30PM onward up to 16th September 2010 3.00PM

Date & time for submission of Document: 16th September 2010 upto 5.00PM

Date & time for opening of Tender Documents (Technical bid): 17th September 2010 at 3.00PM



TENDER DOCUMENT FOR HIRING OF CARS ON RENTAL BASIS

1. Sealed tenders on behalf of the President of India are invited by The Controller General of Patents, Designs and Trademarks in two bids system consisting of. “**Technical Bid**” along with Earnest Money Deposit and “**Financial Bid**” from reputed registered, experienced and established Taxi operators stationed or having garage at New Delhi. for **Hiring of cars on rental basis** of Air-Conditioned/Non Air-conditioned Diesel/Petrol/CNG cars as per the requirements, for a period of one year or as specified in the letter communicating acceptance of tender/Award of work for Indian Patent office Delhi located

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

- (b) **LOCATION WHERE SUPPLY OF CARS IS REQUIRED**

Patent Office, Boudhik Sampada Bhawan,
Plot No. 32, Sector-14, Dwarka, New Delhi-110078

- (c) **CONTACT PERSON AND ADDRESS AT WHICH BIDS TO BE SUBMITTED:**

The Administrative Officer (D.D.O.), IPO Building Plot No. 32, Sector-14, Dwarka,
New Delhi – 110 078.

- (d) **IMPORTANT DATES**

- (i) **Date & time for Sale of tender document : 26 August 2010 from 10 AM to 5.00 PM onward up to 16th September 2010 3.00PM**

- (ii) Last date and time of receiving tenders : **16th September 2010 upto 5.00PM**

- (iii) Date and time for opening tenders (Technical bid) : **17th September September 2010 at 3.00PM at Patent Office Delhi at the address as mentioned above**

- (iv) Date and time for opening of Financial bid shall be informed later to the successful bidders on the basis of Technical bid

- (e) **COST OF TENDER:**

The tender document can be purchased from the cash counter of patent office Delhi. The cost of tender document is **Rs.500 (FIVE HUNDRED ONLY)** to be payable by Demand draft/Pay order in favour of “**The Controller of Patents**”, payable at Delhi, or cash at the cash counter of Patent office Delhi. 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 Delhi. The cost of

tender document is **NON-REFUNDABLE**. **Tender submitted without cost will be rejected**

(f) **IMPORTANT NOTE:**

- (1) **Complete Tender Documents can be downloaded from the website of the Office of the Controller General of Patents, Designs and Trademarks. www.ipindia.nic.in**
- (2) **The Purchaser shall not be responsible for not-receipt/no delivery of the Bid documents due to any reason whatsoever.**
- (3) **The method of submission of tender, amounts of Earnest Money/Security Deposit and General Terms and Conditions applicable to contract has been mentioned below**
- (4) **The work is to be performed strictly as per parameters/technical specifications given in Part-1 of Annexure-I. The terms and conditions specified to the contract have been mentioned in Part-II of Annexure-I**
- (5) **IPO Delhi reserves the right to accept or reject one or all bids.**

(3) **GENERAL TERMS AND CONDITION:**

- (i) **Parties:** - The Parties to the Contract are the contractor (the Tenderer to whom the work has been awarded) and the Government of India through The Controller General of Patents, Designs & Trade Marks and on behalf of the President of India.
- (ii) **Addresses:-** For all purposes of the Contract including arbitration there under, the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address by a separate letter sent by registered post with acknowledgement due to the CGPDTM. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
- (iii) **Earnest Money:**
 - An earnest Money Deposit of Rs. 10,000/- shall be furnished in the form of D.D in favour of “Controller of Patents”, payable at *New Delhi*, and must be enclosed. **CHEQUES ARE NOT ACCEPTABLE AS EARNEST MONEY DEPOSIT UNDER ANY CIRCUMSTANCES.** EMD paid by the bidders shall be returned after awarding of contract to the successful bidder and successful bidder have to deposit performance security @ 10% of the total contract value that shall be released after the completion/termination of the contract. Tender without EMD amount will not be considered and rejected out right. The earnest money and performance security money shall bear no interest.

All applications for the refund of Earnest Money Deposit shall be made to the The Administrative Officer (D.D.O.), Boudhik Sampada Bhawan, Plot No. 32, Sector-14, Dwarka, New Delhi-110 078 quoting the receipt No. date and tender No. & Date.

- No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the office in receipt of any previous work will be entertained.
- Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bank guarantee will be forfeited to the Government.
- The Tenders without E.M.D. will be summarily rejected.
- No claim shall lie against the Government/office in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

(iv) Preparation and Submission of Tender:

The tender should be submitted in two parts namely Technical Bid (in form-1 given in Annexure-II) along with Earnest Money Deposit and Financial Bid (in form-2 in Annexure –III) and each should be kept in a separate wax sealed cover. Both the bids should be kept in another sealed cover addressed to the undersigned. The outer envelope containing wax sealed cover should bear the address, Tender Number and date, subject of tender, date and time of opening of the same. The inner envelopes should be superscribed with Tender Number, subject of Tender, whether the envelope is containing “Technical Bid” or “Financial Bid” and date of opening of Tender.

(v) Signing of Tender :

Individual signing the tender or other document connected with contract must specify whether he signs as :

- A “sole proprietor” of the concern or constituted attorney of such sole proprietor.
- A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- Director or principal office duly authorized by the Board of Directors of the Company, if it is a Company.

Note:

- In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn of affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
- In the case of partnership firms, where no authority to refer disputes concerning the business or partnership firm has been conferred on any parties the tender and all other related document must be signed by all partners of the firm.
- A person signing the tender form or any documents forming part of the tender on behalf of another should have an authority to bid such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the Patent Office without prejudice can cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

- The tenderer should sign and affix his/his firm's stamp at each page of the tender and all its Annexure as the acceptance of the offer by the tenderer will be deemed as a contract and no separate formal contract will be drawn. **NO PAGE SHOULD BE REMOVED /DETACHED FROM THIS TENDER DOCUMENT:** (This sub-clause will not be applicable in cases where signing of a separate agreement is considered by the Patent Office)

(vi) Technical Bid :

The Technical Bid should be submitted in the form given in Annexure –II along with the Bank Guarantee/ Demand draft of Rs. 10000/- along with registration particulars , Copy of PAN Number issued in favour of the firm, full details of the number of Cars registered in the name of the tenderer or his firm with photo copies of RCs and any other information sought for in the last section of the Annexure-II.

(vii) Financial Bid:

- The Financial Bid should be submitted in the form given in Annexure III in a separate sealed cover kept inside the main cover. The Financial Bids of those tenderes ,who are found technically,will be opened on a date and time as specified in the schedule of the bids.
- Rate to be quoted separately for all two categories separately i.e. A/C and non A/C Vehicles. The price quoted shall be firm and final for the entire contract period.
- Nothing extra will be paid towards taxes, if tax rates are increased during the currency of contract. However benefit of reduction in taxes will be passed on to the Government.
- Terms of payment as stated in the Tender Documents shall be final.
- At the time of payment of bills, the taxes liable to be deducted, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

(viii) Validity of the Bids:

The Bids shall be valid for a period of 180 days from the date of opening of the tenders.

(ix) Opening of Tender:

The Tenderer is at liberty either himself or authorize, not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification.

(x) Criterion for Evaluation of Tender:

The evaluation of the tenders will be made first on the basis of technical information furnished in form given in Annexure-II(Technical Bid) on the basis of commercial information furnished in form given in Annexure-III. The Financial bid (Annexure-III) of such firms found valid based on technical parameters (as per annexure-II) will be opened on the date, time and venue to be announced after opening of the Technical Bid. L1 bidders will be decided based on the price quoted for all the categories. The reasons for selection or rejection of a particular tender will not be disclosed. The award of work will be further subject to any specific terms and conditions of the contract given in Part-II of Annexure-I of this Tender document.

(xi) **Right of Acceptance:**

- The Patent Office reserve all rights to reject any tender including of those tenders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of Patent Office, in this regard shall be final and binding.
- Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's quotation.

(xii) **Communication of Acceptance:**

Successful Tenderer will be informed of the acceptance of his tender.

(xiii) **Security Deposit:**

Successful bidder have to deposit performance security @ 10% of the total contract value in shape of DD or Bank Guarantee with in 07 days from the date of acceptance of the tender that shall be released after the completion/termination of the contract.

(xiv) **Penalty:**

- In case of breach of any conditions of the contract and for all type of losses caused including excess cost due to hiring of Car from the market in the event of Contractor failing to provide requisitioned Cars or not providing Cars, the Patent Office shall make deductions at double the rate of Hiring rate on pro rate basis form the bills preferred by the Contractor or that may be demanded from him to be paid within seven days to the credit of the Patent Office
- The powers the patent office under these conditions shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided or forfeiture of deposit as mentioned above.

(xv) **Disclaimer:**

The near relatives of employees of the Patent Office are prohibited from participation in this tender.

(xvi) **Breach of Terms & Conditions:**

In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the work order without assigning any reason thereof , and nothing will be payable by the Patent Office in that event and the security deposit will be forfeited.

(xvii) **Subletting of Work:**

The firm shall not assign or sublet the work or any part of it to any other person or party.

(xviii) **The tender is not transferable.**

(xix) **Terms of payment:**

- a. No payment shall be made in advance nor shall any loan from any bank or financial institution be recommended on the basis of the order of award of contract

- b. The contractor shall submit the bill for passed mileage at each stage/in the first week of following month in respect of previous month (in case of monthly payments) after due verification of log book by the authorized person.
- c. All payments shall be made by cheque/A/c payee Demand Draft only.
- d. The Patent Office shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding para.
- e. The term “payments” mentioned in this para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.
- f. Wherever applicable all payments will be made as per schedule of payments stated in Part-II of Annexure-I.

(xx) Arbitration:

Ss If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. If attempts for conciliation do not yield any results with in a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an arbitral tribunal containing a Sole Arbitrator to be appointed by the Patent Office. The arbitration proceedings shall take place at Delhi or at such other place as decided by the Patent Office. The provisions of Arbitration and Conciliation Act, 1996 and the rules framed there under and in force shall be applicable to such proceedings.

- (xxi) Disclaimer:** Indian Patent office or any person authorized by the competent authority shall not be responsible for any omission or errors on the part of Tenderer.

**PARAMETERS AND TECHNICAL SPECIFICATION
FOR EXECUTING THE CONTRACT**

Sub: Tender for “Hiring Cars on rental basis”.

PART-I-PARAMETER AND TECHNICAL SPECIFICATION FOR EXECUTING THE CONTRACT

1. Bidders should be recognized from the Department of Tourism or State Transport Authority as an Authorized Transporter/Taxi Operator.
2. The bidder should be registered and should furnish a copy of registration certificate in support thereof.
3. The bidders should have sufficient vehicles (minimum 05) **Indica/Maruti/Toyota Corola/Qualis/Tata Sumo/Honda City IN EXCELLENT CONDITION** but not older than year 2006, registered as commercial vehicles.
4. The list of Cars along with photocopies of registration book should be attached with of the tender.
5. The bidder shall have experience of minimum period of last 03 years for similar type of contract of supplying not less than five (05) commercial vehicles to Govt. organization/or any public sector undertaking.
6. Only such Taxi operators may apply whose Cars have been duly authorized by the concerned RTO for use as public transport.
7. The bidder should have registered with Income Tax and Service tax authorities.

PART-II- SCOPE, TERMS AND CONDITIONS SPECIFIC TO THE CONTRACT

1. The Cars will generally be required by the Patent Office for its daily official work and carrying Officers/Guest or other dignitaries. They may also be required for other types of journey such as carrying officials on outgoing trips etc.
2. The Patent Office will generally require the Cars on daily basis. However, at times urgent additional requisition for Cars may also be made which shall have to be complied with.
3. “Full Day” would imply normally for a run of the Car at least up to 80 Kilometer and 8.30 hours duration.
4. Contractor shall maintain a logbook of duty performed in scheduled format given by the office.

5. Duty Slip for each duty performed as prescribed in Annexure IV. Meter reading for the purpose of payment will start/terminate from the point of Office/Residence of the Officer to the point of Office/Residence of the Officer.
6. Cars to be provided by the Contractor should be in perfectly sound working condition and suitable for use by senior officers. Driver should be in proper uniform, well versed with knowledge of Delhi/NCR routes and places and should be courteous, well and soberly behaved to the officials/guests. He should have a mobile connection with him with good working conditions.
7. No mileage will be allowed for car to be taken outside of the office premises by the driver for his lunch/tea. Driver should carry his own lunch etc. And will not leave the office premises without permission of the competent authority.
8. Payment will be made after the bills are cleared by the Patent Office, which is expected to take two to three weeks time on an average.
9. Rates once finalized will be fixed at least for a period of one year. Upward change in rates will not be considered due to any hike in petrol/diesel/CNG prices or taxes by the Government during the contract period.
10. The period of contract may be extended on the same finalized terms and conditions for a further period up to 6 months at the discretion of the Patent Office.
11. All the Cars should be covered under Comprehensive insurance. In any circumstances, if the hired Car is involved in an accident resulting in loss or damage to property or life with respect to vehicle, driver, passenger or any third party as per the liability under relevant sections of Motor Vehicle Act 1968 and IPC, the hiring authority shall have no responsibility of whatsoever and will not entertain any claim in this regard under the said provision of the Law. The contractor shall solely responsible for any such or other legal or financial implications.
12. The employment of drivers and payment of wages thereof as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. IPO may ask the contractor to produce documents to verify that the contractor complies with these provisions/laws.
13. As and when desired by the hirer, the contractor shall submit the proof of Service Tax/ESI/EPF deposit and any other document showing the concerned Govt. Authority, to IPO.
14. The Contractor shall assign the job of driving of hired vehicle only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials as well as essential store items while running the vehicle by ensuring safe driving. IPO shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under relevant section under IPC and any loss caused to IPO have to be compensated by Contractor.

TENDER FORM-1 'TECHNICAL BID'

1. Name of the Tenderer/Concern: _____

2. Address (with Tel. & Mob. No.) _____

3. Address and telephone number of Garage, at New Delhi : _____

4. Nature of the concern _____
(i.e. Sole Proprietor or Partnership firm or a Company or a Government Department or a Public Sector Organization.)

5. Registration Number of Tenderer/Concern
(Attested photo copy of registration should be attached)

6. PAN Number of Tenderer/Concern: _____
(Attested copy should be attached)

7. Bank Guarantee/Demand draft No. _____ Dated _____
From bank name _____ Amounting Rs.
as Earnest Money Deposit.

8. Registration Nos. of Cars together with make:

1. _____
2. _____
3. _____
4. _____
5. _____

(photocopies of registration book should be attached)

9. Whether each page of tender Document and its Annexure have been signed and stamped.

YES/NO

10. List of Important Organizations with address and Telephone number to whom Taxi services have been provided during the last three years with period of contract is enclosed (Summary may be enclosed on separate sheets for each contract and period and amount of contract; remarks/observations/appreciation of the organization for whom the work was conducted; and any other information considered important by tenderer)

Sl.No.	Name of the organization	Year	Amount of contract(Rs)
1			
2			
3			
4			

11. Address of garage at Delhi/New Delhi & its distance from IPO Dwarka, New Delhi.

12. Any other information important in the opinion of the tenderer.

(Dated Signature of Tenderer with
stamps of the firm)

Dated :

At :

UNDERTAKING

1. I/We undertake that I/we have carefully studied all the terms and conditions and understood the parameters of the proposed work of IPO Dwarka, New Delhi and shall abide by them.

2. I/We undertake that I/we have understood “Parameters and Technical Specifications for conducting the Work” mentioned in the tender document and shall conduct the work strictly as per these “Parameters and Technical specifications for conducting the work”.

3. I/We hereby certify that none of my relative(s) as defined in disclaimer clause of the tender document is /are employed in the Patent Office.

4. I/We further undertake that the information given in this tender are true and correct in all respect and we hold the responsibility for the same.

(Dated Signature of Tenderer with
stamps of the firm)

Dated :

At :

TENDER FORM-2 “FINANCIAL BID”**(a) For Non Air Conditioned Cars***

Type/Model of car	Rates (in Rupees)	
	In Words	In Figures
Indica/Maruti Esteem/Toyota Corola/ Qualis/Tata Sumo/Honda City		
a. 8.30 hours or 80 Kms. (per day)		
b. Rate per additional Km.		
c. Rate for additional time i.e. per hour		
d. Night charges on particular day after 11.00 pm to 5.00 am (%) as prescribed by Delhi Government		
e. Any other charges		

(b) For Air Conditioned Cars*

Type/Model of car	Rates (in Rupees)	
	In Words	In Figures
Indica/Maruti Esteem//Toyota Corola//Qualis/Tata Sumo/Honda City		
a. 8.30 hours or 80 Kms. (per day)		
b. Rate per additional Km.		
c. Rate for additional time i.e. per hour		
d. Night charges on particular day after 11.00 pm to 5.00 am (%) as prescribed by Delhi Government		
e. Any other charges		

Any other information:

***Pl submit separate rate list as prescribed above for each car**

(Dated Signature of Tenderer with
stamps of the firm)

Dated :

At :

Format of Duty Slip**DAILY DUTY SLIP****Date:****Portion to be filled by Transporter****Name of the Driver:**

1. Vehicle No
2. (a) A/C Non-A/C 2 (b) Model No..
3. Name and address of the user
4. Nature of Duty Local/Outstation
5. Starting Meter at reporting point
6. Closing Meter at relieving Point

Portion to be filled by Officer**Name, Designation of the Officer:**

- | | |
|--------------------------------------|----------------------------|
| a) Starting Meter at reporting point | b) Reporting Time |
| c) Closing Meter at relieving Point | d) Closing Time |
| e) Total Kms (c – a) | f) Total duration (in Hrs) |
| g) Parking Slips if any | |
| h) Night halt if any | |

Driver's Signature

Signature of officer with date.

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 Indian Patent Office Delhi which shall also include any person authorized by CGPDTM) of the other part and WHEREBY the contractor agrees to supply car(s) on daily basis and as when required basis as specified to them from time to time successfully on contract basis to the Indian Patent Office Delhi as per the rates 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 and on the terms and conditions hereinafter mentioned viz. :-

- (a) that it is expressly understood and agreed between the parties to this Agreement that the drivers deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the drivers 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 drivers and the CGPDTM or IPO or any person authorized shall accrue/arise implicitly or explicitly.
- (b) That the number of cars will be purely need based. Therefore, the number of cars may be increased or decreased as per requirement. The Head, Patent office Delhi will be under no obligation to engage any specific number of cars during the period of contract.
- (c) that this Contract shall remain valid for a period of one year 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 any time without notice.
- (d) That the Contractor shall assign the job of driving of hired vehicle only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials as well as essential store items while running the vehicle by ensuring safe

driving. IPO shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under relevant section under IPC and any loss caused to IPO have to be compensated by Contractor.

- (e) That in case of breach of any conditions of the contract and for all type of losses caused including excess cost due to hiring of Car from the market in the event of Contractor failing to provide requisitioned Cars or not providing Cars, the Patent Office shall make deductions at double the rate of Hiring rate on pro rate basis from the bills preferred by the Contractor or that may be demanded from him to be paid within seven days to the credit of the Patent Office
- (f) That the contractor shall keep the CGPDTM or any person authorized by him or Patent Office Delhi indemnified against all claims whoever in respect of the drivers deployed by the contractor. In case any drivers 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 Patent Office Delhi is made party and is supposed to contest the case, the CGPDTM or any person authorised by him or Patent Office Delhi 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 Patent Office Delhi on demand. Further, the contractor will ensure that no financial or any other liability comes on CGPDTM or any person authorised by him or Patent Office Delhi in this respect of any nature whatsoever and shall keep CGPDTM or any person authorised by him or Patent Office Delhi indemnified in this respect.
- (g) That the contractor shall further keep the CGPDTM or any person authorised by him or Patent Office Delhi indemnified against any loss to the CGPDTM or any person authorised by him or Patent Office Delhi property and assets. The CGPDTM or any person authorised by him or Patent Office Delhi 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.
- (h) 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. The powers the patent office under these conditions shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided or forfeiture of deposit as mentioned above

- (i) 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 Delhi, a penalty leading to a deduction up to a maximum of 10% of the total amount of bill for particular month will be imposed.
- (j) 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 Delhi on account of failure or negligence of the derivers 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 : -

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