

**THE CONTROLLER GENERAL OF PATENTS, DESIGNS AND TRADE
MARKS & GEOGRAPHICAL INDICATIONS Bouddhik Sampada Bhavan,
S.M. ROAD, ANTOP HILL, MUMBAI-400 037.**

TENDER DOCUMENT

For

**Digitization (Scanning, Data Entry , Vienna
Codifications Verification & Cleaning) of Trade Marks
Documents and Data at Mumbai, Kolkata, Delhi,
Chennai and Ahmedabad**

SECTION – I

1.1 Sealed Bids under three Bid System - Pre-bid Qualification. Technical Bid and Financial Bid are invited for scanning, data entry, verification, entering missing data and cleaning the Trade Marks documents which include Trade Marks documents, Trade Marks Journal, Trade Marks (Device/Images etc) which include Registered Trade Marks, Pending Cases, Opposition/Rectification/Counter-statements and related documents up to 30.11.2008 in a time bound manner. The digitization process shall include scanning, data entry and Vienna Codifications of Trade Marks documents and Data at Mumbai, Kolkata, Delhi, Ahmedabad and Chennai. The process of digitization shall also include cleaning and verification of scanned data, entering missing data, Vienna codification, scanning of device marks, trade marks documents and attaching it to trade marks database, providing timely reports of digitization and data entry and details to the satisfaction of the Trade Marks Registry. The bidder shall use compression techniques for faster search & retrieval of digitized Trade Applications on a particular or multiple key words of the data.

1.2 Bidder are advised to study the Tender Document carefully. Submission of Tender shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications.

1.3 Sealed offers prepared in accordance with the procedures should be submitted to the respective Trade Mark Offices not later than the date and time laid down at the address given in Schedule for Invitation of Bids under Clause 1.11.

1.4 The bidder must be either a firm registered under the Indian Partnership Act or a company registered under the Indian Companies Act, 1956 or a consortium of a firm or a company. In case of consortium the lead entity must satisfy all the Pre-qualifications of Tenderer. NICSI empanelled vendor shall have preference.

1.5 The Tender comprises of three bid systems. The pre-qualification Technical and Financial Bids. The bidder has to submit an EMD of Rs 25,000/- (Twenty-Five thousand only) separately for digitization at each Trade Marks Office for which he is desirous of bidding along with the Technical Bid which will be converted into Bid Security amount in respect of the successful bidder.

1.6 Any document given for the digitization should be submitted back to the Trade Marks Office the next day after digitization completing all the stages of digitization. Delay in completion of the job within the stipulated time period will be taken into consideration at the time of making payment.

1.7 The bidders have to quote the rate in Rs/paise for digitization of each single page of Trade Marks documents

1.8 Eligible Bidders would be called upon to demonstrate technical competence by live testing of the complete workflow of expected workload of one day and the financial bid of only those vendors who are successful in the Technical bid will be opened.

1.9 Tendering authority is not bound to accept the lowest bidder and may reject any part of the Tender without assigning any reason thereof.

1.10 The Controller General of Patents, Designs, Trade Marks & Geographical Indications (CGPDTM&GI) reserves the right to enhance/reduce the scope and volume of digitization/data entry work based on the same terms and conditions subject to the satisfactory performance of the vendor.

1.10 (A) Name of the Purchaser:

The President of India acting through The Controller General Trade Marks, Designs,
Trade Marks and Geographical Indications, Mumbai

1.10 (B) Location where the digitization work would take place:-

i. The Trade Marks Office, Intellectual Property Office Building, , S.M. Road, Antop Hill, Mumbai - 400 037. (Contact Person: Shri S.M. Togrikar, Senior Examiner of Trade Marks, Tel:24123311)

ii. The Trade Marks Office Branch, Intellectual Property Office Building, CP-2 Sector V, Salt Lake City,Kolkata-700091. (Contact Person Shri S. B. Palo,Senior Examiner of Trade Marks, Tel:23675103)

iii. The Trade Marks Office, Branch Intellectual Property Office Building, Plot No. 32, Sector 14, Dwarka, New Delhi-110075.(Contact Person Shri. G.L.Verma, Deputy Registrar, Tel No.28081952)

iv. The Trade Marks Office Branch, Intellectual Property Office Building,G.S.T. Road, Guindy, Chennai-600032 (Contact Person Shri. R. A. Tiwari, Tel No. 22502044)

iv. The Trade Marks Office Branch, National Chambers, 15/27Ashram Road, Ahmedabad-380 009. (Contact Person Shri Amar Prakash, Deputy Registrar, Tel No.26580567)

1.10 (C) Submission of Sealed Bids : Bids complete in all respect in sealed envelopes should be send by post or handed over the person to :-

i. **Mumbai:** The Administrative Officer, The Trade Marks Registry, Intellectual Property Office Building, S.M. Road, Antop Hill, Mumbai - 400 037.

ii. **Kolkata :** The Joint Registrar of Trade Marks, The Trade Marks Office Branch, Intellectual Property Office Building, CP-2 Sector V, Salt Lake City, Kolkata-700091.

iii. **New Delhi :** The Deputy Registrar of Trade Marks, The Trade Marks Registry Branch Intellectual Property Office Building, Plot No. 32, Sector 14, Dwarka, New Delhi-110075.

iv. **Chennai :** The Deputy Registrar of Trade Marks, The Trade Marks Office Branch, Intellectual Property Office Building,G.S.T. Road, Guindy, Chennai-600032

v. **Ahmedabad :** The Deputy Registrar of Trade Marks, The Trade Marks Office Branch, National Chambers, 15/27Ashram Road, Ahmedabad-380 009

1.11 i) Last date for Issue of tender Documents : from 28th March, 08 to 8th April, 2008

ii) Last date for receipt of Bid: 11th April, 2008 upto 5.00 p.m.

iii) Place, Time and Date of opening of Technical Bids:15th April 2008 at 3.00 p.m. at respective Trade Marks offices

iv) Place, Time and date of opening of Financial Bid of shortlisted bidders: 25th April, 2008 at 3.00 p.m. at the respective Trade Marks Offices.

v) Date till which the bid are valid:120 days from the date of opening of Technical Bids.

Note: The Purchaser shall not be responsible for non-receipt/non-delivery of the Bid documents due to any reason whatsoever.

SECTION II

2.1 NATURE AND ESTIAMTED SCOPE OF DIGITISATION WORK

Sr.No		MUMBAI	DELHI	CHENNAI	KOLKATA	AHMEDABAD	PRESCRIBED TIME PERIOD (From the date of commencement of word)
1	Scanning of Post Registration Diaries	10,000	n.a.	n.a.	n.a.	n.a.	5 days
2.	Scanning of registered TM files in searchable format(average (20 pages per file)	1,94,128	1,96,462	74,098	80,492	37,050	150 days
3.	Scanning of pending files in searchable format	3,91,728	4,46,841	1,87,315	1,47,382	90,407	120 days
4.	Scanning of Opposition files (TM-5) in searchable format(average 10 pages)	24,148	29,061	9,257	5,945	9,289	120 days
5	Scanning of counterstatement in searchable format(average 10 pages	9,728	7,505	3,504	2,925	3,845	10 days
6	Scanning Interlocutory Petition in searchable format (average 7 pages)	614	1476	1815	2017	1493	5 days
7	Scanning of affidavit in support of opposition and application (average 20 pages) in searchable format	24,148	29,061	9,257	5,945	9,289	30 days
8	Scanning of rebuttal evidence(affidavit filed) in searchable format – average 10 pages	9,728	7,505	3,504	2,925	3,845	10 days
9.	Data entry, verification, entering missing information including Renewal, PR etc.	2,18,276	2,25,553	83,355	86,437	46,339	180 days
10.	Scanning and Vienna codification of device marks	1,78,513	1,62,335	80,456	71,811	41,143	120 days

-:IMPORTANT INSTRUCTIONS:-

1) Digitization includes Preparation of documents to be scanned , Scanning, Conversion of all documents to PDF and TIFF, Abstract image to JPEG/TIFF, Vienna Codification, Data entry, verification of data entering missing information including Renewal, Post Registration entries, cleaning of Data for the sum available like Journals, Registers etc.

2) Payment will be made on the basis of the actual work carried out at each location by the selected Vendor.

3) Time lines mentioned in the tender documents, should be strictly followed . Failure to the same will entail 2% penalty of the contract value for every week's delay or parts thereof

4) Detailed report on the work in respect of on- going work shall be submitted within 2 days of allocation of the work.

5) Report of backlog clearance work shall be submitted at the end of every week to the respective Nodal Officer appointed for this purpose.

2.2 Bibliographic Data for Data Entry and Manpower requirements

A comprehensive list of the fields for data entry is as under

S.No.	Activity	Location				
		Mumbai	Delhi	Chennai	Kolkata	Ahmedabad
1.	Scanning of registered TM files in searchable format (average (20 pages per file)	8	8	5	3	2
2.	Scanning of pending files in searchable format	10	12	6	5	5
3.	Scanning of Opposition files (TM-5) in searchable format(average 10 pages)	5	5	3	3	3
4.	Scanning of counterstatement in searchable format(average 10 pages	2	2	2	2	2
5.	Scanning Interlocutory Petition in searchable format (average 7 pages)	1	1	1	1	1
6.	Scanning of affidavit in support of opposition and application(average 20 pages) in searchable format	3	4	2	2	2
7.	Scanning of rebuttal evidence(affidavit filed) in searchable format – average 10 pages	3	2	2	2	2
8.	Data entry/entering missing information etc.	10	15	10	8	5
9.	Scanning and Vienna codification of device marks	8	8	8	6	5

10	Scanning of PR Diaries	5				
11	Total manpower	55	57	39	32	27

Proprietor
Master

	Name	Data Type	Size
	PROP_CODE	NUMBER	8
	PROP_NAME	VARCHAR2	120
	PROP_CATEGORY_CD	CHAR	3
	PROP_ADDRESS	VARCHAR2	200
	PROP_SERV_ADDRESS	VARCHAR2	200
	PROP_TELEPHONE	VARCHAR2	20
	PROP_FAX	VARCHAR2	20
	PROP_EMAIL	VARCHAR2	20
	PROP_TRADE_DESCRIPTION	VARCHAR2	200
	PROP_NATION_CODE	CHAR	2
	PROP_SEX	CHAR	1
	PROP_TRADE_AS	VARCHAR2	120
	CO_REG_DESCRIPTION	VARCHAR2	150
	LAST_UPDATED_BY	CHAR	10
	LAST_UPDATED_DATE	DATE	
	DELETION_FLAG	CHAR	1

Agent
master

	Name	Data Type	
	AGENT_CODE	NUMBER	NUMBER
	AGENT_NAME	VARCHAR2	VARCHAR2
	LAST_UPDATED_BY	CHAR	CHAR
	LAST_UPDATED_DATE	DATE	DATE
	DELETION_FLAG	CHAR	CHAR

Agent
Address

	Name	Data Type	Size
	AGENT_CODE	NUMBER	8
	AGENT_ADDRESS_SERIAL_NUMBER	NUMBER	2
	ADDRESS	VARCHAR2	99
	AGENT_TELEPHONE	VARCHAR2	20
	AGENT_FAX	VARCHAR2	20
	AGENT_EMAIL	VARCHAR2	20
	LAST_UPDATED_BY	CHAR	10
	LAST_UPDATED_DATE	DATE	
	DELETION_FLAG	CHAR	1

Opponent
Master

	Name	Data Type	Size
	OPPONENT_CODE	NUMBER	8

	OPPONENT_NAME	VARCHAR2	120
	OPPONENT_ADDRESS	VARCHAR2	99
	OPPONENT_TELEPHONE	VARCHAR2	20
	OPPONENT_FAX	VARCHAR2	20
	OPPONENT_EMAIL	VARCHAR2	20
	OPPONENT_NATION_CODE	CHAR	2
	LAST_UPDATED_BY	CHAR	10
	LAST_UPDATED_DATE	DATE	
	DELETION_FLAG	CHAR	1

Application
Details

	Name	Data Type	Size
	APPLICATION_NUMBER	NUMBER	10
	APPLICATION_DATE	DATE	
	APPLICATION_REFERENCE_NO	NUMBER	10
	APPLICATION_REFERENCE_TYPE	CHAR	1
	TM_FORM_NUMBER	CHAR	6
	PARTY_TYPE	CHAR	1
	PARTY_CODE	NUMBER	8
	ADDRESS_OF_SERVICE	VARCHAR2	200
	AGENT_GPA_PA	CHAR	3
	TRADE_MARK_TYPE	CHAR	2
	BRANCH_CODE	CHAR	1
	STATE_DISTRICT_CODE	CHAR	4
	COUNTRY_CODE	CHAR	2
	WORD_MARK_TYPE	CHAR	2
	WORD_MARK	VARCHAR2	128
	TRANSLATION	VARCHAR2	128
	TRANSLITERATION	VARCHAR2	128
	GOODS_SERVICE_DESC	CLOB	
	LANGUAGE_MARK	CHAR	10
	ASSOCIATED_TM_FLAG	CHAR	1
	ORIGINAL_TM_NO_DIVISIONAL	NUMBER	10
	ORIGINAL_TM_DATE_DIVISIONAL	DATE	
	USED_SINCE	DATE	
	AUTHORISATION_LETTER	CHAR	1
	CERTIFICATE_ATTACHED	CHAR	1
	PART_AB	CHAR	1
	CONDITIONS	VARCHAR2	1000
	RESTRICTIONS	VARCHAR2	1000
	PROPOSED_TO_BE_USED	CHAR	1
	TRADE_MARK_ENTRY_DATE	DATE	
	TRADE_MARK_REG_DATE	DATE	
	TM_CERTIFICATE_NO	NUMBER	8
	DUPL_REG_CERT_REQ_DATE	DATE	
	RENEWAL_DATE	DATE	
	REMOVAL_DATE	DATE	

	REGISTRATION_VALID_UPTO	DATE	
	TMR_APPLICATION_STATUS	CHAR	3
	REMARKS	VARCHAR2	1000
	ACCEPTANCE_DATE	DATE	
	PUB_AUTH_YN	CHAR	1
	PUB_AUTH_OFFICER	CHAR	10
	PUB_AUTH_DATE	DATE	
	LAST_UPDATED_BY	CHAR	10
	LAST_UPDATED_DATE	DATE	

Note: All fields are not mandatory and character length may also vary

2.4 Infrastructure to be made available by TMR:

TMR will provide the place to seat for the staff of the service provider and desks for the equipments and chairs. Power connection will also be provided by TMR.

2.5 Infrastructure to be set up by the Service Provider:

The service provider has to set up the entire IT infrastructure to complete the work in time. Chosen service provider will set up a LAN, having servers, desktops, scanners, printers, Xerox machines etc. or any other components necessary for discharge of work. The additional Power points, UPS etc also need to be set up by Service provider. Additionally, the bidder should have all the necessary state of the art software required for the various stages involved in the digitization process. TMR will provide an online application form for data entry, doing missing entry and uploading the device marks and entering Vienna codifications and uploading the digitalized records..

2.6 Broad steps involved in Digitization Process :

1. Identify, Scan, and clean the complete document.
2. Convert the scanned image to tiff and then jpeg and then to PDF format.

a. File formats:

- i. Tiff Group 4 - 300 dpi
- ii. Gray scale Jpeg - 8 bits
- iii. Color Jpeg - 24 bits

b. Image Size:

- i. Black & White : 2048 X 1536 pixels
- ii. Gray scale & colour : 1024 X468 Pixels (XVGA Size)

c. PDF Format : As per Adobe latest Standard/versions

3. Enter data as per the Bibliographic data and other missing information online like Renewals, Post Registration etc.
4. A report related to the Trade Marks application details should be prepared in excel or in any searchable format about which data fields are updated/entered by the service provider..
5. Online data-entry of Post Registration entries, Renewal entries, conditions, missing fields of data base etc. after verification.
6. Complete set of scanned images/devices and other documents.
7. The Service provider will be responsible for porting / uploading the digitized data into TMR Server.

8. The service provider will be responsible for the assets in use at the site.
9. Any other miscellaneous work or data entry regarding digitization allotted by TMR
10. Report of _____ in the data & _____.

SECTION III

INSTRUCTIONS TO BIDDERS

A) Introduction

3.1. Procedure for Submission of Bids

- a) It is proposed to have a **Two Cover System** for this tender.
 - i) Technical Bid (3 copies) in one cover.
 - ii) Financial Bid (3 copies) in one cover.
- b) Each copy of **Technical Bid** of the Tender should be covered in a separate sealed cover **super scribing the wording "Technical Bid"**. Each copy should also be marked as "**Original**", "**First copy**" and "**Second copy**". All the three copies should be put in a single sealed cover super scribing the wordings "Technical Bid".

Please Note that Prices should Not be Indicated in the Technical Bid.

- c) Each copy of the **Financial Bid** should be covered in a separate sealed cover **super scribing the wording "Financial Bid"**. Each copy should also be **marked as "Original", "First copy" and "Second copy"**. All the three copies should be put in a single sealed cover super scribing the wordings "Financial Bid".

Financial Bid only should indicate prices

- d) Both the Technical Bid cover and Financial Bid Cover, prepared as above, are to be kept in a single sealed cover super scribed with Tender Number, Due Date, Item and the wordings "**DO NOT OPEN BEFORE _____**" (date and time given **at Section 1.11.**)
- e) The cover thus prepared should also indicate clearly the name and address of the bidder, to enable the Bid to be returned unopened in case it is found and declared "Late".
- f) Each copy of the Bid should be a complete document and should be bound as a volume. Different copies must be bound separately.
- g) A letter, in a separate sealed cover, describing the pre-qualifying technical competence and experience of the bidder and also certifying the period of validity of Bids for 120 days from the date of opening of the Technical Bids should be submitted with the Bid.

3.2. Cost of Tender

The bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation for the purpose of clarification of the bid, if so desired by the Purchaser and the Purchaser, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

3.3 Contents of Tender Document

The broad specifications of the Services required, tender procedures and contract terms are prescribed in the Tender Document.

- (a) **Section-I** - Invitation for Bids
- (b) **Section II** - Schedule of requirements
- (c) **Section III** Instructions to bidders
- (d) **Section IV** - General Conditions of Contract
- (e) **Section V** - Annexures and Bid Security Form, Performa for Bank Guarantee for Contract Performance Guarantee Bond., Contract Form Non-Disclosure Agreement

3.4 The bidder is expected to examine all instructions, forms, terms and requirements in the Tender Document. **Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect will be at the bidder's risk and may result in the rejection of the bid.**

3.5. Clarification of Tender Document

A prospective bidder requiring any clarification in the Tender Document may notify the Purchaser in writing at the Purchaser's mailing address indicated in **Clause 11 of Section I**. The Purchaser will respond in writing, to any request for clarification of the Tender Document, received not later than 2 days prior to the last date for the receipt of bids prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) may be sent to all prospective bidders who have received the Tender Document.

3.6. Amendment of Tender Document

- a) At any time prior to the last date for receipt of bids, the Purchaser, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender Document by an amendment.
 - b) The amendment will be notified in writing or by fax to all prospective bidders who have received the Tender Document and will be binding on them.
- c). In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the last date for the receipt of Bids.

B) Preparation of Bids

3.7. Language of Bids

The Bids prepared by the bidders and documents relating to the bids exchanged by the bidders and the Purchaser, shall be written in the English language,

3.8. Documents Comprising the Bids

The bids prepared by the bidders shall comprise of the following components :

(a) Technical Bid comprising of the following :

- a. Bid Particulars (**Annex 4.1.1**)
- b. Bid Letter (**Annex4.1.2**)
- c. Proposed Methodology and Technical Details of the Services offered (**Annex4.1.3**)
- d. Statement of Deviation from Schedule of Requirements (**Annex 4.1.4**)
- e. Statement of Deviation from Tender Terms and Conditions (**Annex4.1.5**)
- f. Vendor Profile (**Annex 4.1.6**)

(b) Financial Bid comprising of the following :

- a. Bid Particulars (**Annex4.2.1**)
- b. Bid Letter (**Annex4.2.2**)
- c. Statement of Financial Deviations (**Annex 4.2.3**)
- d. Price Schedule (**Annex 4.2.4**)

- (c) A letter in a separate sealed cover describing the **Pre-qualifying Technical Competence such as proven experience in providing Similar Services, Vendor Profile for determining pre-qualification conditions and Bid Security.**

3.9 Bid Prices

The bidders would have to quote the rate in Rs/paise for each single page of Trade Marks application, considering the total scope of work on end to end solution basis.

3.10 Firm Prices

Prices quoted must be firm and final and shall remain constant throughout the period of the contract and shall not be subject to any upward modifications whatsoever.

3.11. Discount

The bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices.

3.12. Bidder Qualification

- i) The term "Bidder" as used in the tender documents shall mean the one who has signed the Tender Form. The bidder may be either the Principal or his duly Authorized Representative, in which case he/she shall submit a certificate of authority. All certificates and documents received hereby, shall, as far as possible, be furnished by the representative and the principal.
- ii) It is further clarified that the individual signing the Bids or other documents in connection with the tender must certify whether he/she signs as :
 - (a) consortium of firm/company and the person signing the Tender is constituted attorney.
 - (b) A partner of the firm if it be a partnership, in which case he/she must have authority to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the alternative, the tender should be signed by all the partners.

(c) Constituted attorney of the firm, if it is a company.

3.13. Bid Security

- a. The bidder shall furnish, as part of its bid, **a bid security of the amount mentioned in Clause 5 of Section I.**
- b. The bid security is required to protect the Purchaser against the risk of bidder's conduct which would warrant the security's forfeiture
- c. The bid security shall be denominated in Indian Rupees, and shall be in the form of a bank guarantee issued by a **Nationalized / Scheduled Bank**, in the proforma provided at **Appendix A** in the Tender Document and shall be valid at least for 45 days beyond the validity of the Bid.
- d. Any bid not secured in accordance with Clauses a and c above will be rejected by the Purchaser as non-responsive.**
- e. Unsuccessful bidders' EMD will be discharged/ returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser
- f. The successful bidder's bid security will be discharged upon the bidders executing the Contract, and furnishing the performance security.
- g. No interest will be payable by the Purchaser on the amount of the Bid Security.
- h. The bid security may be forfeited:
 - (i) if a bidder withdraws the bid during the period of bid validity specified by the in the Bid; **or**
 - (ii) in the case of a successful bidder, if he fails;
 - to sign the Contract **or**
 - to furnish performance security

3.14. Period of Validity of Bids

- a. Bids shall remain valid for **120 days** after the date of opening of Technical Bids prescribed by the Purchaser. **A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.**
- b. In exceptional circumstances, the Purchaser may solicit the bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax). The validity of bid security provided under **Clause 3.13.c** shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid.

3.15. Format and Signing of Bid

- a. The bidder shall prepare three copies the Bid, clearly marking each "Original" , "First Copy" and "Second Copy" as appropriate In the event of any discrepancy between them, the original shall govern.
- b. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the Contract. **The letter of authorization shall be indicated by written power of attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.**

- c The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the bid.

3.16 Revelation of Prices

Prices in any form or by any reason before opening the Bid should not be revealed, failing which the offer shall be liable to be rejected. If price change is envisaged due to any clarification, revised Bid in a separate sealed cover shall be accepted with prior written permission of the Purchaser.

3.17 Income Tax Clearance Certificate

Income tax clearance certificate shall be submitted to the purchaser.

3.18. Terms and Conditions of Tendering Firms

- a Printed terms and conditions of the bidders will not be considered as forming part of their tender. **In case any terms and conditions of the contract applicable to this Invitation of Tender are not acceptable to any bidders, he should clearly specify deviation in his bid (Annex 4.1.5)**
- b **Similarly, in case the Services being offered has deviations from the specifications laid down in Section II, the bidder shall describe in what respects and to what extent the Services being offered differ/deviate from the specifications, even though the deviations may not be very material. Bidder must state categorically whether or not his offer conforms to tender specifications and indicate deviations, if any (Annex 4.1.4)**

3.19 Local Conditions

It will be imperative on each bidders to fully acquaint himself with the local conditions and factors which would have any effect on the performance of the contract and / or the cost.

3.20. Headings

The headings of conditions hereto shall not affect the construction thereof.

3.21. Conditions for Pre-Qualification of Bidders

The bidder should clearly indicate, **giving explicit documentary evidence along with the letter of pre-qualification**, in respect of the Services offered, the following :

- i) **Bid Security of the prescribed amount and validity along with the requirements mentioned in Clauses 2.3, 2.7.1 and 2.7.2 of Section II**
- ii) **Domain Knowledge** : The bidder should have requisite experience and domain knowledge in field of Scanning , compression of scanned image, data capture from recognized OCR technology, indexing, cataloguing and software utility to retrieve images and respective application data, based on multiple query option etc. The bidder should have proven experience of successfully completing at least two projects with total value of each project being **not less than Rs. 25 lacs.**
- iii) **Software Integration** : The bidders should have the requisite software integration skill to complete end to end solution and facilitate verification

of flow of work and submit daily reports.

- i) **Company Turnover** : The bidder should have a **minimum turnover of Rs. 50 lacs (Rupees fifty lacs)** in last two financial years from scanning, data entry, software development or related activities. Relevant proof in the form of audited annual report or balance sheet should be duly submitted.
- ii) Bidder must be either a firm registered under the Indian Partnership Act or a company registered under the Indian Companies Act, 1956 or a consortium of a firm or a company. In case of consortium the said entity must satisfy all the Pre-qualifications of bidders
- iii) Any accreditation/rating from an internationally reputed third party rating agency will be treated as an added qualification.
- iv) **Vendor Profile for determining pre-qualification conditions, as per Annex 4.1.6, should be enclosed with the letter of pre-qualification.**

C. Submission of Bids

3.22. Last Date for Receipt of Bids

- i) **Bids must be received by the Purchaser at the address specified under Clause 11 (c) of Section I not later than the time and date specified in Clause 11(d) of Section I. In the event of the specified date for the receipt of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.**
- ii) The Purchaser may, at its discretion, extend the last date for the receipt of bids by amending the Tender Document in accordance with **Clause 5**, in which case all rights and obligations of the Purchaser and bidder's previously subject to the last date will thereafter be subject to the last date as extended.

3.23. Late Bids

Any bid received by the Purchaser after the last date for receipt of bids prescribed by the Purchaser, pursuant to **Clause 11 Section I, will be rejected and/or returned unopened to the Bidder's.**

3.24 Opening of Bids by Purchaser

- a On the basis of information given in the **letter of pre-qualification**, as mentioned at **Clause 3.21 bidders** will be pre-qualified. **The bids of bidders not qualified will be returned unopened immediately.**
- b **Bids of only pre-qualified bidders will be opened.**
- c The Purchaser will open the Bids, in the presence of the representatives of the bidders who wish to attend, at the time and date, as mentioned in **Section I** of this Document.
- d **The bidders names, modifications, bid withdrawals and the presence or absence of the requisite Bid Security and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the bid opening.**

- e The Purchaser will prepare minutes of the bid opening.

3.25 Clarifications

When deemed necessary, the Purchaser may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the tender submitted or price quoted.

3.26 Preliminary Examination

- a The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- b Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. **If the bidders does not accept the correction of the errors, its bid will be rejected.** If there is a discrepancy between words and figures, the amount in words will prevail.
- c **A bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder's by correction of the nonconformity.**
- d The Purchaser may waive any minor informality or nonconformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

3.27. Contacting the Purchaser

No bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

Any effort by a Bidder to influence the Purchaser's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bids.

3.28 Post Qualification

- a The Purchaser will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the Contract.
- b This determination will take into account the bidder's financial, technical, implementation and post-implementation capabilities. It will be based upon an examination of the documentary evidence submitted by the bidder as well as such other information as the Purchaser deems necessary and appropriate.

3.29. Evaluation Criteria

Bids will be evaluated on, including but not limited to the content of technical excellence, managerial competence, proposed services and cost. The selection shall be made without discussion and/or price negotiation; therefore, the proposal should be submitted complete and on the most favorable terms.

Bids will be evaluated on the basis of the scope of the proposal, skill, and experience of the bidder

The bidder has to demonstrate technical qualification with live testing of complete work flow of expected work load of one day.

3.30 Only successful bidder's technical bid will be considered for evaluation of financial bid.

3.31 Award Criteria

Subject to Clause 3. 29, the Purchaser will award the Contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the Contract satisfactorily. The Purchaser shall however not bind itself to accept the lowest or any bid and reserves the right to accept any bid, wholly or in part.

3.32 Purchaser's Right to Vary Scope of Contract at the time of Award

- a The Purchaser may at any time, by a written order given to the Vendor pursuant to **Clause 10 of Section III**, make changes within the general scope of the Contract.
- b If any such change causes an increase or decrease in the cost of, or the time required for, the Vendor's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Vendor for adjustment under this Clause must be asserted within thirty (30) days from the date of the Vendor's receipt of the Purchaser's changed order.

3.33 Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

The Purchaser reserves the right to accept any bid, and to annul the tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Purchaser's action.

3.34. Notification of Award

- a Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex or fax, to be confirmed in writing by registered letter, that its bid has been accepted.
- b The notification of award will constitute the formation of the Contract.
- c Upon the successful bidders furnishing of performance security, the Purchaser will promptly notify each unsuccessful bidder and will discharge its bid security .

3.35. Signing of Contract

- a **At the same time as the Purchaser notifies the successful bidder that its bid has been accepted, the Purchaser will send the bidder the Contract Form (Appendix C) provided in the Tender Document, incorporating all agreements between the parties.**
- b Within 7 days of receipt of the Contract Form, the successful bidder shall sign and date the Contract and return it to the Purchaser.

SECTION IV

GENERAL CONDITIONS OF CONTRACT

4.1 Application

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

4.2 Standards of Performance

The Service Provider shall perform the Services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering practices. It shall employ technical and engineering practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods. The Service Provider shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Client and shall, at all times, support and safeguard the Client's legitimate interests in any dealings with Third Parties.

4.3 Use of Contract Documents and Information

- a The Service Provider shall not, without the Client's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Client in connection therewith, to any person other than a person employed by the Service Provider in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- b The Service Provider shall not, without the Client's prior written consent, make use of any document or information except for purposes of performing the Contract.
- c Any document, other than the Contract itself shall remain the property of the Client and shall be returned (in all copies) to the Client on completion of the Service Provider's performance under the Contract, if so required by the Client.

4.4 Intellectual Property Rights

- a *The Service Provider shall indemnify the Client against all third-party claims of*

infringement of Trade Marks, trademark/copyright or industrial design rights arising

from the use of the supplied Software and related services or any part thereof.

- b Software Utility to be used for Retrieval of data and scanned image and other software for generating reports shall become intellectual property of the Client and Service Provider shall not have any claim on software on expiry of Contract.
- 4.5** The Service Provider will not use Client's information for any activity outside of providing agreed services on behalf of the Client.
- 4.6.** All information provided by the Client or data collected by the Service Provider executing the work will be considered confidential and will be handled by the Service Provider as Client's Confidential Information. The Client will be the owner of such confidential information.
- 4.7** All the information transacted between the Client and the Service Provider, belonging to each other, should be duly handed over to each other in the event of separation.
- 4.8** The Service Provider shall maintain full confidentiality of the data obtained while answering queries/complaints of Client's customers. Under no circumstances the Service Provider shall divulge/reveal/share such data. Service provider shall execute appropriate confidentiality agreements with their employees to maintain confidentiality of such data. Such data collected, if any shall be the property of the client and shall be handed over to the client on expiry of the contract or when asked for during the currency of the contract. The facility should have appropriate electronic access control systems to ensure only authorized personnel has access.

4.9 Performance Security

Within 7 days after the receipt of notification of award of the Contract from the Client, the successful Tenderer shall furnish Performance Security to the Client, which shall be equal to 10% of the value of the Contract and shall be in the form of a Guarantee Bond from a Nationalised / Scheduled Bank in the Proforma given at Appendix B.

4.10 Training

The Service Provider shall provide necessary training to the persons authorized by the client for using the software utility delivered by the service provider for digitization & retrieval.

4.11 Loss of Revenue to the Client

The Service Provider shall be vicariously liable to indemnify the Client in case of any misuse of data / information by the Service Provider, deliberate or otherwise, which comes into the knowledge of the Client during the performance or currency of the contract.

4.12. Currency of Payment

Payment shall be made in Indian Rupees only.

4.13. Change Orders

- a The Client may at any time, by a written order given to the Service Provider, make changes within the general scope of the Contract.

- b If any such change causes an increase or decrease in the cost of, or the time required for, the Vendor's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Service Provider for adjustment under this Clause must be asserted within ten (10) days from the date of the Vendor's receipt of the Purchaser's changed order.

4.14 Assignment

The Service Provider shall not assign, in whole or in part, its obligations to perform under the Contract.

4.15. Terms of Payment

- a. *The payment to the vendor shall be made as under :*

S No	% of Payments	Conditions/Events
1.	30%	<i>On successful installation and User Acceptance Testing DMS followed by delivery of</i>
2.	30%	<i>Acceptable/validated images, data and Successful import and verification of 70% of all Trade Marks Document data in Trade Marks server.</i>
3.	40%	<i>After successful completion of the digitization of all the Trade Marks Documents i.e, scanning, conversion, OCR, data entry, upload, verification, correction of mistakes and final import in Trade Marks system.</i>

- b** No Advance payment will be made.
- c.** Payment will be made only after proof of delivery, installation and acceptance is obtained from the purchaser.
- d.** No amount would accrue to the service provider in case of failure to furnish Performance Security .

4.16. Delays in Service Provider's Performance

- a.** An unexcused delay by the Service Provider in the performance of its Contract obligations shall render the Service Provider liable to any or all of the following sanctions :

- (i) Forfeiture of its performance security;
- (ii) Imposition of Liquidated Damages
- (iii) Termination of the Contract for default.

- b** If at any time during performance of the Contract, the Service Provider should encounter conditions impeding timely completion of the services under the contract and performance of the services, the Service Provider shall promptly notify the Client in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Vendor's notice, the Client shall evaluate the situation and may at its discretion extend the Vendor's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

4.17 Liquidated Damages

Subject to clause 4.16 (b). if the service provider fails to perform services within the time period specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 2% per week or part thereof of the contract price of unperformed services for each week or part thereof of delay until actual performance, up to maximum deduction of 20% of the contract price. Once the maximum is reached, the purchaser may consider termination of the contract pursuant to clause 4.18.

4.18. Termination for Default

The Client may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, terminate the Contract in whole or in part if:

- (a) the Service Provider fails to deliver any or all of the obligations within the time period(s) specified in the Contract, or any extension thereof granted by the Client pursuant to **Clause 4.16(b)** or
- (b) *the Service Provider fails to perform any other obligation(s) under the contract.*

4.19. Force Majeure

- a Notwithstanding the provisions of Clauses 4.17 and 4.18, the Service Provider shall not be liable for forfeiture of its performance security, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b For Purposes of this Clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Client either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- c If a force Majeure situation arises, the Service Provider shall promptly notify the Client in writing of such conditions and the cause thereof. Unless otherwise directed by the Client in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all prevented by the Force Majeure event.
- d The Client may terminate this contract, by giving a written notice of minimum 30 days to the Service Provider, if written notice of minimum 30 days to the Service Provider being unable to perform a material portion of the services for a period of more than 60 days.

4.20. Termination for Insolvency

The Client may at any time terminate the Contract by giving written notice to the Service Provider, without compensation to the Service Provider, if the Service Provider becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Client.

4.21. Termination for Convenience

The Client, may, by written notice sent to the Service Provider, terminate the Contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

4.22. Arbitration

- a The Client and the Service Provider shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract.
- b If, after Thirty (30) days from the commencement of such direct informal negotiations, the Client and the Service Provider have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in Clauses 4.22(c) and 4.22(d).
- c In the case of a dispute or difference arising between the Client and the Service Provider relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to the award of two Arbitrators, one Arbitrator to be nominated by the Client and the other to be nominated by the Service Provider or in case of the said Arbitrators not agreeing, then to the award of an Umpire to be appointed by the Arbitrators in writing before proceeding with the reference, and in case the Arbitrators cannot agree to the Umpire, he may be nominated by the Secretary, Indian Council of Arbitration, New Delhi. The award of the Arbitrators, and in the event of their not agreeing, of the Umpire appointed by them or by the Secretary, Indian Council of Arbitration, New Delhi shall be final and binding on the parties.

- d **The Arbitration & Conciliation Act 1996**, the rules there under and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings.
- e The venue of arbitration shall be the city from where the Contract is issued.
- f The Client may terminate this contract, by giving a written notice of termination of minimum 30 days, to the Service Provider, if the Service Provider fails to comply with any decision reached consequent upon arbitration proceedings

4.23. Governing Language.

The Agreement shall be written in English and Hindi language. Subject to 4.24, such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in either English or Hindi language. In the event of a conflict between the two versions, the English version shall prevail.

4.24. Applicable Law

The contract shall be interpreted in accordance with the Indian laws.

4. 25. Notices

- a Any notice by one party to the other pursuant to the Contract shall be sent in writing or by telegram or by telex and confirmed in writing to the address specified for that purpose in the contract.
- b A notice shall be effective when delivered or on the notice's effective date, whichever is later.

4.26. Deductions

Payments shall be subject to deductions of any amount, for which the Service Provider is liable under the agreement against this tender.

4.27. "No Claim" Certificate

The Service Provider shall not be entitled to make any claim, whatsoever against the Client, under or by virtue of or arising out of, this contract, nor shall the Client entertain or consider any such claim, if made by the Service Provider after he shall have signed a "No claim" certificate in favour of the Client in such forms as shall be required by the Client after the works are finally accepted.

4.28. Satisfactory complimentary Performance

The Service Provider shall, notwithstanding any thing stated in other Clauses of this Document, guarantee satisfactory performance of the Services enumerated in the contract and, in future, undertake to reimburse the Client or any agency nominated by the Client, all payments made in pursuance of this contract and such other costs as may be decided by mutual consent or by an arbitrator as envisaged in Clause 4.19.

4.29. Suspension

The Client may, by a written notice of suspension to the Service Provider, suspend all payments to the Service Provider under the Contract, if the Service Provider fails to perform any of its obligations under this Contract, (including the carrying out of the

Services) provided that such notice of suspension:

- (i) shall specify the nature of the failure; and
- (ii) shall request the Service Provider to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Service Provider.

4.30. Cessation of Services upon Termination

Upon termination of this Contract pursuant to any of the Clauses above, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep the expenditure thereof to a minimum. As regards the documents prepared by the Service Provider the same shall be in accordance with Clause 4.35.

4.31 Payment upon Termination

Upon termination of this Contract pursuant to any of the Clauses in this document, the Client shall decide the quantum of payment to be made to the Service Provider consequent upon termination of Contract. The decision of Client under this Clause shall not be challenge able in any court of law.

4. 32 Confidentiality

- a The Service Provider and their personnel shall not, either during the term or after expiration of this Contract, disclose any proprietary or confidential information relating to the Services, Contract, Client's business or operations without the prior written consent of the Client.
- b The Service Provider and their personnel shall not, either during the term or after expiration of this Contract, use the name or the logo of the Client except and to the extent authorized by client.
- c The Service Provider and their personnel shall not misuse or disclose any confidential information, which they come to know during the currency of this contract. The Service Provider shall be liable to fully recompense the Client for any loss of revenue arising from breach of confidentiality.
- d The Service Provider shall abide with the IPO Information Confidentiality Agreement (ICA), and shall be sign a separate Non Disclosure Agreement (NDA) with the Client. A sample NDA is given in Appendix-D.

4. 33. Documents Prepared by the Service Provider to be Property of the TMR

All data, drawings, specifications, designs, reports and other documents prepared by the Service Provider in the execution of the Contract shall become and remain the property of the Client, and before termination or expiration of this Contract the Service Provider shall deliver all such documents, prepared under this contract along with a detailed inventory thereof, to the Client.

4. 34. Service Provider's Personnel

The Service Provider shall employ and provide such qualified and experienced personnel as are required to perform the Services under the Contract.

4.35. Completion of Contract

Unless terminated earlier the Contract shall terminate on the completion of services as specified in the Contract.

4.36. Deliverables and Reports :

The following items are required to delivered by vendor :

Stage - I

- ***Project Plan and schedule***
- ***Installation Report***
- ***Software Configuration and Policy Document***
- ***Commissioning and Integration Report***
- ***Acceptance Testing Report***
- ***Relevant Manual Literature***

Stage - II

- ③ ***Daily and Weekly report of number of Trade Marks Applications scanned and data digitized in the format given by TMR***
- ③ ***Monthly report in the format given by TMR regarding details of digitized work***
- ③ ***Device/images scanned and other documents scanned in CD in 2 set.***
- ③ ***Other miscellaneous work allotted by TMR for digitization***

4.37 Taxes

The Service Provider shall be entirely responsible for all taxes, duties, octroi, service tax, license fees, demurrage charges etc., incurred until delivery of the contracted Services to the Purchaser.

SECTION V : ANNEXURES

Annex 4.1.1

A. TECHNICAL BID

BID PARTICULARS FOR TENDER No.

1. Name of the Tenderer
2. Full Address of the Tenderer
3. Name of the actual signatory of the Product(s) offered
- 4 Bidder's proposal number and date
5. Name & address of the officer to whom all references shall be made regarding this tender

Telex

Telephone

Fax No.

Witness :

Signature

Name

Address

Date

Tenderer :

Signature

Name

Designation

Company

Date

Company Seal

**Bid Letter
(Technical Bid)**

To

The Controller General Of Trade Markss, Designs & trademarks
Mumbai

Ref :

Sir,

We declare:

- i) that we are an established Service Provider in the area of scanning, data capturing and retrieval of image and data under the name and style of ----
 - ii) that we/our principals are equipped with adequate machinery/technology for providing the services as per the parameters laid down in the Tender Document and we are prepared for live demonstration of our capability and preparedness before the representatives of The Controller General Of Trade Markss, Designs & Trademarks.
2. We hereby offer to provide the Services at the prices and rates mentioned in the Commercial Bid at Annex 4.2.1 to 4.2.4.
- 3. Schedule for providing Services**
- We do hereby undertake, that, in the event of acceptance of our bid, the Services shall be provided as stipulated in the schedule to the Bid document and that we shall perform all the incidental services.
4. We enclose herewith the complete Technical Bid as required by you. This includes :
- i) Bid Particulars (**Annex 4.1.1**)
 - ii) Bid Letter (**Annex 4.1.2**)
 - iii) Proposed Methodology (**Annex 4.1.3**)
 - iv) Statement of Deviation from Schedule of Requirements (**Annex 4.1.4**)
 - v) Statement of Deviation from Tender Terms and Conditions (**Annex 4.1.5**)
 - vi) Vendor Profile (**Annex 4.1.6**)
5. We agree to abide by our offer for a period of **120 days** from the date fixed for opening of the Technical Bids and that we shall remain bound by a communication of acceptance within that time.
6. We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender and we do hereby undertake to provide services as per these terms and conditions. The deviations from the Schedule of Requirements are only those mentioned in **Annexure 4.1.4**. The deviations from the above terms and conditions are only those mentioned in **Annexure 4.1.5**.
7. Certified that the tenderer is:

a company and the person signing the tender is the constituted attorney.

or

a partnership firm, and the person signing the tender is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/ by virtue of general power of attorney,

or

consortium of firm/company and the person signing the Tender is constituted attorney.

(NOTE : Delete whatever is not applicable. All corrections/ deletions should invariably be duly attested by the person authorized to sign the tender document.)

8. Bid Security (Earnest Money) for an amount equal to **Rs. 50,000/- (Fifty thousand only)** is enclosed in the Cover containing the letter for Pre-qualifying Requirements in the form specified
9. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Dated this day of 2008

Signature of Tenderer

Details of enclosures.

Full Address:

Telephone No.

Telegraphic

Address: Telex No.

Fax No.

PROPOSED METHODOLOGY

Signature of witness
Dated
Place

Signature of the Tenderer
Dated
Place

Annex. 4.1.4

STATEMENT OF DEVIATIONS FROM SCHEDULE OF REQUIREMENTS

Dear Sirs,

Following are the Technical deviations and variations from the Schedule of Requirements. These deviations and variations are exhaustive. Except these deviations and variations, the entire work shall be performed as per your specifications and documents.

S. No.	Section No.	Clause No.	Page No.	Statement of deviations and variations from Schedule of Requirements
---------------	--------------------	-------------------	-----------------	---

Signature of witness

Dated

Place

Signature of the Tenderer

Dated

Place

STATEMENT OF DEVIATIONS FROM TENDER TERMS AND CONDITIONS

Dear Sirs,

Following are the deviations from the Terms and Conditions of the Tender. These deviations and variations are exhaustive. Except these deviations and variations, all other Terms and Conditions of the Tender are acceptable to us.

S. No.	Section No.	Clause No.	Page No.	Statement of deviations and variations from Tender Terms and Conditions

Signature of witness

Dated

Place

Signature of the Bidder

Dated

Place

VENDOR PROFILE

- 1 Name of the Firm/Company/Consortium
- 2 Year Established
- 3 Address of Office
- 4 Telephone No.
- 5 Fax No.
- 6 E-mail Address
- 7 Website
- 8 Sectors' in which the company/firm/consortium has provided similar services to Govt./Public Sector/Pvt. Sector/International clients.
- 9 No. of full time personnel currently under employment (Department wise)
- 10 Name of the affiliated Firms
- 11 No. of years of Proven experience of providing similar Services in India.
- 12 Infrastructure facilities in India so as to serve all over India
- 13 **Annual turnover**
Audited Annual Turnover in last two years

- (i)
- (ii)
- (iii)
- (iv)
- (v)

Total in

Total in

- (i)
- (ii)
- (iii)

- (i)
- (ii)
- (iii)

Annual turnover of the company in
Rs.
F.Y. Turn Over
2006-2007

2005-2006

14	Paid up capital as on 31.3.2007			
15	List of customers in India and also international customers, as on date, to whom the Tenderer is currently providing similar			
16	Any accreditation / rating from an internationally reputed third party rating agency.			
17	Various Certifications (ISO Certification/Six Sigma/Nasscom/DOT Registered)			

Signature of witness

Dated
Place

Signature of the Tenderer

Dated
Place

B. FINANCIAL BID

Annex 4.2.1

BID PARTICULARS FOR TENDER No.

1. Name of the Tenderer
2. Full Address of the Tenderer
3. Name of the actual signatory of the Product(s) offered
4. 'Bidders proposal number and date
5. Name & address of the officer to whom all references shall be made regarding this tender

Telex

Telephone

Fax No.

Witness :

Signature

Name

Address

Date

Tenderer :

Signature

Name

Designation

Company

Date

Company Seal

Bid Letter
(Financial BID)

To

The Controller General of Trade Markss, Designs &
Trademarks Mumbai

Ref :

Sir,

We declare:

- i) that we are an established Service Provider in the area of scanning, data capturing and retrieval of image and data under the name and style of -----
- ii) that we/our principals are equipped with adequate machinery/technology for providing the services as per the parameters laid down in the Tender Document.

2. We hereby offer to provide the Services at the prices and rates mentioned in the Commercial Bid at **Annexure 4.2.1 to 4.2.4.**

3. Schedule for providing Services

We do hereby undertake, that, in the event of acceptance of our bid, the Services shall be provided as stipulated in the schedule to the Bid document and that we shall perform all the incidental services.

4. We enclose herewith the complete Commercial Bid as required by you. This includes :
i) Bid Particulars (**Annex 4.2.1**)
ii) Bid Letter (**Annex 4.2.2**)
iii) Statement of Financial Deviation(s) (**Annex 4.2.3**)
iv) Price Schedule (**Annex 4.2.4**)

5. We agree to abide by our offer for a period of **120 days** from the date fixed for opening of the Technical Bid and that we shall remain bound by a communication of acceptance within that time.

6. We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender and we do hereby undertake to provide services as per these terms and conditions. The Commercial those mentioned in **Annexure 4.2.3.**

7. Certified that the tenderer is:

a company and the person signing the tender is the constituted attorney.

or

a partnership firm, and the person signing the tender is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/ by virtue of general power of attorney,

or

Deviations are only consortium of firm/company and the person signing the Tender is constituted attorney.

(NOTE : Delete whatever is not applicable. All corrections/ deletions should invariably be duly attested by the person authorised to sign the tender document.)

8. **Bid Security (Earnest Money)** for an amount equal to **Rs 50,000/- (Fifty thousand only)** is enclosed in the Cover containing the letter for Pre-qualifying Requirements in the form specified in **Section 3.12 .**

9. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Dated this day of 2008

Signature of Tenderer

Details of
enclosures.

Full Address:

Telephone No.

Telegraphic

Address: Telex No.

Fax No.

STATEMENT OF FINANCIAL DEVIATION(S)

Dear Sirs,

Following are the Commercial deviation(s) and variation(s) from the exceptions to the specifications and documents for the Tender. These deviation(s) and variation(s) are exhaustive. Except these deviation(s) and variation(s), the entire work shall be performed as per your specifications and documents.

S. No.	Section No.	Clause No.	Page No.	Statement of commercial deviations and variations

Signature of witness

Dated

Place

Signature of the Tenderer

Dated

Place

PRICE SCHEDULE

We/ M/s _____ offer the following price:

Note:

- 1. The bidders would have to quote the rate in Rs/paise for each single page of Trade Marks application, considering the total scope of work on end to end solution basis. Expected work load of Trade Marks application is as per clause 6 of section I of the document. Tender would be only on end to end solution basis.**
- 2. The bidders would quote basic unit rate and service tax payable inclusively.**

Signature of witness

Dated

Place

Signature of the Bidder

Dated

Place

BID SECURITY FORM

Whereas ----- (hereinafter called 'the Tenderer') has submitted its bid dated ----- for the **Digitization (Scanning, Data Entry & OCR and verification & cleaning) of Trade Marks Applications and uploading in Trade Marks Search & retrieval System of the Trade Marks Office** (hereinafter called "the Bid").

KNOW ALL MEN by these presents that WE ----- of -----
----- having our registered office at -----
(hereinafter called "the Bank") are bound unto the Controller General Of Trade Markss, Designs & Trademarks,....., (hereinafter called "the Purchaser") in the sum of **Rs.**/- for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of -----2008.

THE CONDITIONS of this obligation are:

1. If the Bidder, having its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity.
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Authorized Signatory of the Bank)

**PROFORMA OF BANK GUARANTEE FOR
CONTRACT PERFORMANCE GUARANTEE BOND**

Ref : _____

Date _____

Bank Guarantee NO. _____

To

The Controller General Of Trade Markss, Designs & trademarks, Mumbai

1. Against contract vide Advance Acceptance of the **Tender No** : covering **Digitization (Scanning, Data Entry & OCR and verification & cleaning) of Trade Marks Applications and uploading in Trade Marks Search & retrieval System of the Trade Marks Office (hereinafter called the said 'contract')** entered into between the President of India acting through The Controller General Of Trade Markss, Designs & Trademarks (hereinafter called the Client) and _____ (hereinafter called the Vendor) this is to certify that at the request of the Vendor we ----- Bank Ltd., are holding in trust in favour of the Purchaser, the amount of _____ (write the sum here in words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Vendor of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Vendor and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.
2. We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Vendor i.e till _____ hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd, by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.
3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Vendor in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for

payment
there under and the Vendor shall have no claim against us for making such payment.

5. We _____ Bank Ltd, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Vendor from time to time or to postpone for any time of from time to time any of the powers exercisable by the Purchaser against the said Vendor and to forebear or enforce any of the terms and

conditions relating tot he said contract and we, _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Vendor or for any forbearance by the Purchaser to the said Vendor or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor.

Date

Place

Witness _____

Signature

Printed name

(Bank's common seal)

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 2008 between the President of India acting through The Controller General Of Trade Markss, Designs & Trademarks (hereinafter "the Client") of one part and (Name of Vendor) (hereinafter "the Service Provider") of the other part:

WHEREAS the Client is desirous that certain Services should be provided by the Vendor, viz, namely **Digitization (Scanning, Data Entry & OCR and verification & cleaning) of Trade Marks Applications and uploading in Trade Marks Search & retrieval System of the Trade Marks Office** and has accepted a bid by the Service Provider for the supply of those Services in the sum of (Contract Price in Words and Figures) (hereinafter "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) Invitation for Bids.
 - (b) the Schedule of Requirements
 - (c) the General Conditions of Contract.
 - (d) the Client's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Vendor as hereinafter mentioned, the Vendor hereby covenants with the Purchaser to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Client hereby covenants to pay the Vendor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

DELIVERY SCHEDULE :

- The Service Provider who have been awarded the contract will deliver the digitized data on the Monday of every week in form of 2 sets of CDs. Data submitted by vendor will be certified by NIC and IPO authorities.
- IPO will issue a completion certificate after successful execution of the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said _____ (For the Client)

in the presence of : _____

Signed, Sealed and Delivered by the

said _____ (For the Service Provider)

in the presence of : _____

NON-DISCLOSURE AGREEMENT

AGREEMENT, made effective this
day of, XXXXXXXX between The Controller General Of Trade Markss, Designs &
Trademarks, The Trade Marks Office (hereinafter "CGPDTM") and _____

(hereinafter "THE SERVICE PROVIDER").

With respect to CONFIDENTIAL INFORMATION furnished by the parties to each other,
the parties agree as follows:

1. That CONFIDENTIAL INFORMATION is received by each party for purposes of
Digitization (Scanning, Data Entry & OCR and verification & cleaning) of Trade
Marks

Applications and uploading in Trade Marks Search & retrieval System of the Trade
Marks Office.

CONFIDENTIAL INFORMATION is defined as meaning information of The Controller
General Of Trade Markss, Designs & Trademarks or THE SERVICE PROVIDER
identified as

or relating to its activities, data made available or accessible, data generated during
operations, business strategies, business arrangements, computer and network
operations, functions and systems architecture which may be disclosed in oral, written,
graphic, machine-recognizable, and/or sample form, which is exchanged between the
parties and which is clearly designated, labeled, or marked as confidential and/or
proprietary or its equivalent. The disclosing party will confirm CONFIDENTIAL

INFORMATION, which is disclosed orally, in writing within thirty (30) days after such oral
disclosure. Each party shall limit dissemination of CONFIDENTIAL INFORMATION to
only those The Controller General Of Trade Markss, Designs & Trademarks or THE
SERVICE

PROVIDER employees and consultants, demonstrating and requiring a need to know.

2. That for a period of three (3) years after the execution date of this Agreement, each
party shall (1) restrict dissemination of CONFIDENTIAL INFORMATION to only those

employees who must be directly involved in evaluation of the CONFIDENTIAL INFORMATION (2) use the same degree of care as for its own information of like importance and at least use reasonable care, in safeguarding against disclosure of CONFIDENTIAL INFORMATION.

3. That each party shall not copy, transmit or otherwise communicate the CONFIDENTIAL INFORMATION, in any form to anyone not having a need to know,
without the prior written approval of the other party.

4. That each party will promptly return such CONFIDENTIAL INFORMATION at the
request of the other or certify to the destruction of such CONFIDENTIAL INFORMATION.

5. Under no circumstances the Service Provider shall divulge/reveal/share data.
Service
provider shall execute appropriate confidentiality agreements with their employees to maintain confidentiality of such data. Such data collected, if any shall be the property of the client and shall be handed over to the client on expiry of the contract or when asked for during the currency of the contract.

6. That nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise, expressly or implied, or otherwise for any Trade Markss, copyrights, trademarks, know-how or other proprietary rights of either party acquired prior to or after the date of this Agreement.

7. That during the term of this Agreement and notwithstanding the other provisions of
this Agreement, nothing received by either party shall be construed as CONFIDENTIAL INFORMATION which is now available or becomes available to the public without breach
of this Agreement, is released in writing by the disclosing party, is lawfully obtained from
a third party or parties, is known to receiving party prior to such disclosure, or is at any
time developed by receiving party independently of any such disclosure or disclosures from the disclosing party, is disclosed pursuant to the lawful requirement or request of a Governmental Agency or disclosure is permitted by operation of law, provided that the party making the disclosure has given prior notice to the other party and has made a

reasonable attempt to obtain a protective order limiting disclosure and use of the information so disclosed.

8. A waiver of any provision or breach of this Agreement must be in writing and signed by an authorized official of the Party executing the same. No such waiver shall be construed to affect or imply a subsequent waiver of the same provision or subsequent breach of this Agreement.

9. This Agreement shall be governed by and construed in accordance with the laws of India.

NON-DISCLOSURE AGREEMENT

AGREEMENT, made effective this
 day of, XXXXXXXX between The Controller General Of Trade Markss, Designs &
 Trademarks, The Trade Marks Office (hereinafter "CGPDTM") and _____

(hereinafter "THE SERVICE PROVIDER").

With respect to CONFIDENTIAL INFORMATION furnished by the parties to each other,
 the parties agree as follows:

1. That CONFIDENTIAL INFORMATION is received by each party for purposes of
 Digitization (Scanning, Data Entry & OCR and verification & cleaning) of Trade
 Marks

Applications and uploading in Trade Marks Search & retrieval System of the Trade
 Marks Office.

CONFIDENTIAL INFORMATION is defined as meaning information of The Controller
 General Of Trade Markss, Designs & Trademarks or THE SERVICE PROVIDER
 identified as

or relating to its activities, data made available or accessible, data generated during
 operations, business strategies, business arrangements, computer and network
 operations, functions and systems architecture which may be disclosed in oral, written,
 graphic, machine-recognizable, and/or sample form, which is exchanged between the
 parties and which is clearly designated, labeled, or marked as confidential and/or
 proprietary or its equivalent. The disclosing party will confirm CONFIDENTIAL

INFORMATION, which is disclosed orally, in writing within thirty (30) days after such oral
 disclosure. Each party shall limit dissemination of CONFIDENTIAL INFORMATION to
 only those The Controller General Of Trade Markss, Designs & Trademarks or THE
 SERVICE

PROVIDER employees and consultants, demonstrating and requiring a need to know.

2. That for a period of three (3) years after the execution date of this Agreement, each
 party shall (1) restrict dissemination of CONFIDENTIAL INFORMATION to only those
 employees who must be directly involved in evaluation of the CONFIDENTIAL
 INFORMATION (2) use the same degree of care as for its own information of like
 importance and at least use reasonable care, in safeguarding against disclosure of
 CONFIDENTIAL INFORMATION.

3. That each party shall not copy, transmit or otherwise communicate the CONFIDENTIAL INFORMATION, in any form to anyone not having a need to know, without the prior written approval of the other party.

4. That each party will promptly return such CONFIDENTIAL INFORMATION at the request of the other or certify to the destruction of such CONFIDENTIAL INFORMATION.

5. Under no circumstances the Service Provider shall divulge/reveal/share data. Service provider shall execute appropriate confidentiality agreements with their employees to maintain confidentiality of such data. Such data collected, if any shall be the property of the client and shall be handed over to the client on expiry of the contract or when asked for during the currency of the contract.

6. That nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise, expressly or implied, or otherwise for any Trade Markss, copyrights, trademarks, know-how or other proprietary rights of either party acquired prior to or after the date of this Agreement.

7. That during the term of this Agreement and notwithstanding the other provisions of this Agreement, nothing received by either party shall be construed as CONFIDENTIAL INFORMATION which is now available or becomes available to the public without breach of this Agreement, is released in writing by the disclosing party, is lawfully obtained from a third party or parties, is known to receiving party prior to such disclosure, or is at any time developed by receiving party independently of any such disclosure or disclosures from the disclosing party, is disclosed pursuant to the lawful requirement or request of a Governmental Agency or disclosure is permitted by operation of law, provided that the party making the disclosure has given prior notice to the other party and has made a reasonable attempt to obtain a protective order limiting disclosure and use of the information so disclosed.

8. A waiver of any provision or breach of this Agreement must be in writing and signed by an authorized official of the Party executing the same. No such waiver shall be construed to affect or imply a subsequent waiver of the same provision or subsequent breach of this Agreement.

9. This Agreement shall be governed by and construed in accordance with the laws of India.

10. It is understood that this Agreement does not obligate either of the Parties to enter into further or continued discussions and assumes no commitment, financial or otherwise.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives and to become effective as of the date first written above.

AGREED:

The Controller General Of Trade Markss , Designs & Trademarks, The Trade Marks Office

