

**NOTICE INVITING TENDER
FOR
HIRING OF LEGAL FIRM/ ATTORNEY FOR HANDLING DTU'S
INTELLECTUAL PROPERTY APPLICATIONS AND OTHER
INTELLECTUAL PROPERTY RELATED WORK**



**Delhi Technological University
Bawana Road, Shahbad Daultpur,
Delhi-110042.**

EMD: Rs. 10,000/-

Tender reference no. DTU/SP/211/16-04/2019-20/IPR CELL

Tender id:2019_DTU_179835_1

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The interested firm/ attorney should upload duly signed tender form and their bids along with scanned copies of all the relevant certificates, documents etc. in support of their technical & price bids - all duly signed - on the: <https://govtprocurement.delhi.gov.in>. latest by **08.10.19 up to 2.30 P.M.** **An index prepared after pagination of all documents may also be uploaded** The technical bids will be opened online on **08.10.19 at 3.00 P.M** {those bidders only whose original instrument of EMD amount is dropped in Tender Box placed in the office of Officer In charge (S&P)} in the presence of the bidders who wish to be present and will also be displayed on the website. For participation in the tender through e-procurement solution, the firm/ attorney are required to have digital certificate and get registered with application Service Provider NIC.

The technical bids will be opened first and evaluated by an expert committee. The financial bids of the firm(s)/attorney(s) which are found eligible technically and shortlisted by the expert committee will be opened thereafter. The final selection of the firm/attorney will be based on overall lowest quotation among technically shortlisted bidders only. The firm/ attorney finally selected needs to sign a Memorandum of Understanding (MOU) with the University.

Technical and Financial bids are requested for Hiring of Firm/ Attorney for handling DTU's Intellectual Property (IP) related works.

1. Technical Details

Establishment of IPR Cell for handling DTU's IP applications and other IP related work.

Delhi Technological University (DTU) is one of the premier institutes of India in the fields of Science and Technology. The University has been extensively involved in research work and caused innovations in plenty, which has received high national and international acclaim. The Intellectual Property Rights Cell (IPR Cell) at DTU is responsible for the protection of IP generated from various scholars and labs of the Institute. The IPR Cell has been set up as an in-house setup under the Office of Dean (IRD), looking after the IP management work including search, examination, drafting, filing, prosecution, maintenance and legality of patents with respect to originality of patents, arbitration, restoration, revocation, liability, conflict of interest with respect to different opinions in context of Intellectual Property related laws of various countries and World Intellectual Property Organization (WIPO). IP work also includes related matters like licensing, litigation, opposition, revocation and restoration of IP any other proceedings under the relevant IP Acts and other IP management Matters.

The applying Firm/ Attorney should be able to provide services for:

- Filing, prosecution, maintenance, opposition, litigation, number of inventors and applicants, revocation, restoration and any other proceedings in respect of patent applications/ patents and for registration /securing of other forms of IP in India.
- All other forms of IP and related work comprising services for patent filing, assignment of any IP related work, copyright matters, design, trademark, layout design, geographical locations, plant varieties, opposition, litigation, revocation, restoration, representation before Appellate Board in India, ownership of patents, sharing of fees & earnings with respect to commercialization of patents, miscellaneous actions under the relevant Act and any other proceedings in India.
- Other IP related work comprising of drafting of agreements, negotiations, MOUs, Freedom to operate searches, assistance in licensing and other IP Management matters like IP audit, IP valuation, commercialization strategy and opinion/advice relating to IP matters.

The Firm/ Attorney should have good standing for at least a period of 5 years or more and must have filed at least 25 patent applications (including 5 PCT applications) for clients based in India and abroad. The Firm/ Attorney should possess professional expertise especially in handling patent applications in the field of Science, Technology and Engineering. The Firm/ Attorney must have the requisite infrastructure and be financially sound. The Firm/ Attorney should have a local office in NCR and an established network of top leading foreign attorney firms worldwide who can handle the assigned work with respect to DTU's patent applications and other forms of IP.

DTU reserves the right to shortlist firms at any point of assessment of their credentials for the empanelment. This advertisement does not constitute and will not be deemed to constitute any commitment on the part of Delhi Technological University.

2.General Instructions Documents Required for Technical Bid

2.1 Information and Instructions for Applicant

1. The applicant may furnish any additional information which he thinks is necessary to establish the capabilities of the firm to successfully complete the envisaged work. It is, however, advised not to furnish superfluous information. No information shall be entertained after submission of Technical and Financial bids unless it is called for by University.
2. Any information furnished by the applicant found to be incorrect either immediately or at a later date, would render him liable to the termination of the contract.
3. Any effort on the part of the applicant or his agent to exercise influence or to pressurize University would result in rejection of his application.

4. Any EMD received after deadline for submission of bid prescribed by University will not be rejected and shall be marked as "late" and not considered for further evaluation. Envelop shall not be opened and shall be returned to the bidder.
5. All bids will be opened online in the presence of their authorized representative as per the schedule given in the invitation of bids.

TERMS AND CONDITIONS

1. INCOMPLETE TENDERS

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information/ documents, as asked for in the NIT, or submission of a bid not substantially responsive to the NIT in every respect, will be at the Bidder's risk and may result in rejection of its bid.

2. CANCELLATION OF TENDER/ CONTRACT/ IN PART OR IN FULL IN CASE OF DEFAULT IN CONTRACT/SUPPLY:

If the Supplier, in the opinion of the Institute, fails or neglects to comply with any of the terms & conditions forming, part of the order issued, the head of institute shall without prejudice to any other right or remedies under the contract, has the right to cancel the contract /order by giving 15 days notice in writing to the Suppliers/firms without being liable to pay compensation for such cancellation.

3. Tender shall be uploaded as per guidelines indicated for e-procurement solution.

4. Rates are to be quoted in INR (Rupee terms) only and any revision thereof is not allowed after the tenders have been opened.

5. **EARNEST MONEY:-** EMD should be attached with the technical bid. The EMD shall be in the form of the **DD/BG/Fixed Deposit Receipt** of a scheduled bank issued in favour of Registrar, Delhi Technological University, Delhi. Zerox copy thereof is to be scanned and uploaded along with the bid, and the original instruments shall be sent to DTU so as to reach before the date of closing of the bids. Failure to furnish the original instrument before the closing of the bid, will entail rejection of bid and blacklisting. **If the tenderer after acceptance of the tender refused to take up the work order, his Earnest Money will be forfeited.** Any tender received without / less Earnest Money deposit shall be summarily rejected.

6. The work order/Contract will be awarded to the successful Bidder whose bid has been determined to be responsive and has been determined to be the lowest evaluated bid, provided further the Bidder is determined to be qualified to execute the Order/Contract satisfactorily.

7. The Competent Authority reserves the right to reject any or all the tenders and annual the bidding process at any time prior to award of Contract, without assigning any reason, without thereby incurring any liability to the affected Bidder or Bidders, and his decision will be final.

8. The University reserves the right at the time of award of work order /contract to increase or decrease the quantity of services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions

9. The Competent Authority reserves the right to levy liquidated damages up to 2% of the value of the order for delayed services . If the services are delayed beyond the extended work period, the University reserves the right even to cancel the order and forfeit the EMD of the firm/ tenderer.

10. **PERFORMANCE SECURITY DEPOSIT:-** The successful tenderer shall furnish Performance Security Deposit of the value of 05% of the basic cost of the tender in the shape of Bank Guarantee/FDR etc. from a nationalized bank pledged to Registrar, DTU, for a period of 60 days beyond the warrantee period to ensure the satisfactory performance of service provided. The performance guarantee is to be submitted at the time of award of contract . In case the performance of the item is not found satisfactory and/or the bidder fails to complete its

obligation under the contract/work order, the amount of Performance Security will be credited in University account.

11. DEFAULT: - In the event of default and unsatisfactory service of the contractor/Supplier firm, the DTU will be at liberty to repair/get the item serviced from other party at the cost of supplier/ contractor/ tenderer.
12. FAILURE AND TERMINATION: - If the Contractor / Supplier fails to deliver the stores or any installment thereof within the period fixed for such delivery or at any time the contract before the expiry of such period, DTU may without prejudice to the right of the purchaser recover damages for breach of the contract.
13. The technical & financial bids of only those bidders will be opened who fulfill the eligibility criteria and whose documents are found in order. If any of the date earmarked for opening of technical or financial bids happens to be a holiday, the bids will be opened on the very next working day.
14. If the Supplier, in the opinion of the University, fails or neglects to comply with any of the terms & conditions forming, part of the order issued, the Vice Chancellor shall without prejudice to any other right or remedies under the contract, has the right to cancel the contract/order by giving 15 days' notice in writing to the Suppliers/firms without being liable to pay compensation for such cancellation.
15. The quotation should be valid for a period of one year from the date of opening of the tender.
16. Rates should be quoted F.O.R Institution Taxes and Duties namely GST/Custom Duty (against Custom Duty Exemption Certificate)/Excise Duty should be mentioned clearly.
17. The payment will be made within 30 days against a Bill/Invoice; containing therein details of services performed.
18. Conditional quotations and/or incomplete quotations in any respect will be rejected.
19. In case you cannot quote for one or more of the items asked for in the tender the word "NOT QUOTED" (in the rate column) should be indicated.
20. There shall not be any negotiation normally. However, in exceptional cases, negotiations can be held with the lowest evaluated responsive bidder only. Counter offers tantamount to negotiations and shall be treated at par with negotiations.
21. In the event of default and unsatisfactory service of the Supplier firm, the DTU will be at liberty to get the service from other party at the cost of tenderer/firm.
22. In case of software items, the suppliers should ensure that:
 - Legal software is supplied in original sealed pouches P.K.T.
 - A License agreement is enclosed with it.
 - A registration card is available for software.
23. If the firm fails to deliver the services or any installment thereof within the period fixed for such delivery or at any time repudiates the contract before the expiry of such period, DTU may without prejudice to the right of the purchase recover damages for breach of the contract.
24. Notwithstanding the provisions relating to extension of time, penalty and cancellation of tender/contract for default, the vendor shall not be liable for forfeiture of its performance security/ liquidated damages 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 (i.e. an event or situation beyond the control of the vendor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part

of the vendor; such as wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes etc.). If the performance in whole or in part or any obligation under the contract is prevented or delayed by any reason of force-majeure for a period exceeding 60 days, either party may at its option terminate the contract by sending a written notice without any financial repercussions on either side.

25. For any query/clarification in r/o technical aspect of the enquiry, The Coordinator, Intellectual Property Rights Cell, Room No. LW4-TF4 (A), Second Floor, Department of Civil Engineering , DTU may be contacted.
26. Prof of GST Registration no. and VAT/GST Return copy of fourth quarter for last three financial years from the date of opening of tender bid.
27. PAN No (Copy PAN no. Attached)
28. The bidder has submit an undertaking in firm letter pad that it has not been blacklisted by any Govt.deptt./Instt/Autonomous body.
29. The IPR Policy of DTU will be applicable on all the IPR related matters.
30. Disputes, if any, arising out of this tender shall be subject to exclusive jurisdiction of Courts of Delhi/New Delhi only.

OFFICER IN CHARGE (S&P)
DELHI TECHNOLOGICAL UNIVERSITY,
SHAHBAD DAULATPUR, BAWANA ROAD, DELHI - 110 042

Technical Bid: check list of documents to be submitted online

Note: All copies of above documents should be duly signed and stamped by the tenderer before uploading.

1. Proof of EMD
2. Proof of GST Registration No and VAT/GST Return copy of fourth quarter (January to March) for last five financial year from the date of opening of tender bid
3. Provide full name and complete address of main office and branch offices along with telephone numbers, email address of the Firm/ Attorney on letter head.
4. UNDERTAKING duly signed, as per annexure -II
5. Place of work: firm owned/leased
6. Date of establishment of the firm
7. Legal Status of the firm (attach attested copies of original document)
8. Particulars of the registrations/certifications if any with various government/non-governmental bodies (attach attested photocopy)
9. Particulars of the memberships/partnership if any
10. Articles and Memorandum of Association
11. Partnership agreement between the firm and its partner clearly highlighting the scope of work for each:
12. Details of PAN (Permanent Account Number), TAN (Tax Deduction and Collection Account Number) and other Important Registration No. may also be provided
13. Balance sheet for last five financial years from the date of opening of tender bid , duly signed by Chartered accountant.
14. Annual Turn-over for last five financial years from the date of opening of tender bid , duly signed by Chartered accountant.
15. Area of specialization: (Patents/ Trademarks/ Copyright/ Designs/ Litigation/ opposition/ Contracts/ other IP related activities)
16. Number of professionals (Partners/ Associates) presently employed with the firm for patent and related IP work in various fields and their profiles: as per format prescribe at Annexure-I.
17. Provide details of number of patent applications or other forms of IP handled by the firm/attorney during the last 5 years (from the date of opening of tender bid) with respect to:
 - a. Number of patent applications drafted and filed in India from Indian clients and from foreign clients;
 - b. Number of patent applications drafted and filed abroad including PCT applications from Indian clients;
 - c. List of patent applications published /granted related to those handled by Firm;
 - d. Number of cases handled with respect to other forms of IP.

18. Number of litigations/opposition proceedings handled by the firm pertaining to patents, design, trademarks and copyrights during the last 5 years and success rate of the decided cases in favor of the client(s) during this period.
19. Number of Indian/foreign patent applications filed on behalf of other government organizations and industry from India and the name of these organizations.
20. Names of foreign associates handling the cases in various countries. (Provide a list of Foreign associate and basis of their selection along with their international ranking and source of such ranking)
21. Names of authorized signatory(ies)/Representative(s) to deal with day to day transactions and to visit University to discuss the functional and technical matters with respect to IP related matter.
22. Procedures adopted by the firm in regard to maintaining security of information related to hard copies and computer based transaction/ exchange of information between the clients and the firm.
23. Testimonials/ references from the present clients.
24. Was the applicant ever required to suspend the works for a period of more than six months continuously after award of work? If so, give the reasons of suspension of work.
25. Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, reasons for abandonment.
26. Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.
27. Any other information considered necessary but not included above.
28. Audited certificate showing net worth of last five financial years from the date of opening of tender bid.
29. Income tax return of last five financial years from the date of opening of tender bid.
30. The bidder has submit an undertaking in firm letter pad that it has not been blacklisted by any Govt.deptt./Instt/Autonomous body.

(To be submitted on letter head)

Table 1 : Professionals (Partners/Associates) presently employed with the firm for patent and related IP work

Sr. No	Name of the Professional	Qualification	Area of expertise	Experience (no. of years)	Number of cases handled (Specify whether it is for copyright, Trademark or Patent or any other IP form, litigation/opposition)
1.					
2.					
3.					

Date _____

Address _____

Signature of Authorized Signatory _____

(TO BE SUBMITTED ALONG WITH TECHNICAL BID)

TENDER NOTIFICATION NO: -----

Undertaking

To,

The Registrar,
Delhi Technological University,
Bawana Road, Shahbad Daulatpur, New Delhi - 110042.

1. I/We hereby certify that all the statements made and information are true and correct.
2. I/We have furnished all information as required in "Profile and Business Competencies of The Firm" which is necessary for the Technical and Financial bids and have no further pertinent information to supply.
3. I/We also authorize University to approach individuals, employees, firms and corporation to verify our competence and general reputation.
4. I/We will make comprehensive presentations before officials of the University at various stages to explain the functioning and other matter necessary for the empanelment of the attorney.
5. I/We submit the following documents in support of our suitability, technical knowhow and capability for having successfully completed the following assignments.

Date _____

Address _____

Signature of Authorized Signatory _____

Price Bid

Section I: Patent

1.	Filing	Rate (in Rs.)
1.1	Drafting and filing of application with provisional specification	
1.2	Drafting and filing of complete specification after filing provisional specification	
1.3	Drafting and filing application with complete specification in the first instant	
1.4	Only filing application provisional or complete	
1.5	Taking over already filed application, per case, if any	
1.6	Drafting and filing of patent of addition	
1.7	Drafting and filing of divisional application	
1.8	Preparation and filing of various forms if not done earlier at the time of filing application such as Form 3, Form 5, and Form 26	
1.9	Preparation and Filing of Request for Examination	
1.9.1	Typing (original and 4 copies) per page. If any.	
1.9.2	Prior art search	
1.10	Seeking permission from National Biodiversity Authority(NBA) for filing IP application under section 6 of the Biological Diversity Act including filing form-III etc with NBA	
2.	Preparation of drawings	Rate (in Rs.)
2.1	Preparation of drawings/figure per A-4 size paper	
3	Preparation of Sequence listings	Rate (in Rs.)
3.1	Preparing sequence listing per sequence	

4	Extension of time & late filing (preparing and filing)	Rate (in Rs.)
4.1	Preparing and filing a form for extension of time	
4.2	Late submission of forms/ documents	
4.3	Post-dating of application	
4.4	Filing a request for early publication	

5.	Prosecution	Rate (in Rs.)
5.1	Obtaining certified copies of patent applications	
5.2	Charges towards submission of various forms if not filed at the time of filing along with complete specification	
5.3	Reporting official action	
5.4	Amending specification, re-filing and filing appropriate response to the examination Report	
5.5	Filing of documents after prescribed period with petition of condonation of delay in filing	
5.6	Hearing at Patent Office during prosecution of application per appearance	
5.7	Attending to renewals and sending Renewal certificate per year	
5.8	Attending to Restoration of lapsed patent, filing petition and attending to payment of fees	
5.9	Working of patents: Each report of working under section 146	
6	Assignment and Licenses	Rate (in Rs.)
6.1	Drafting deed form	

6.2	Filing application for registration for assignment Licence (Form 16)	
a.	One patent	
b.	Each additional patent included at the same time	
6.3	Application for revision of terms and condition of licence (Form 20)	
6.4	Application for revocation of a patent for non-working (Form 19)	
7	Recordal of change of name, address, nationality, etc.	Rate (in Rs.)
7.1	Filing application in respect of one patent	
7.2	For additional patent included at the same time	
8	Opposition	Rate (in Rs.)
8.1	Filing notice of opposition	
8.2	Drafting Statement of opposition form, written statement and affidavit	
8.3	Drafting reply statement and Affidavit	
8.4	Attending hearing per day at New Delhi	
8.5	Attending interlocutory petition hearings	
8.6	Request for the grant of patent under section 26 and 52 (Form 12)	
8.7	Charges for making a request for direction of the controller under section 51(1) and 51(2) (Form 11)	
9	Visits outside office & discussion	Rate (in Rs.)
9.1	For visit at DTU/inventor's lab, per visit	

10	Patent revocations/infringement, initialing revocation/ infringement, defending revocation/infringement	Rate (in Rs.)
10.1	Representation charges	
10.2	Drafting of infringement suit	
10.3	Drafting of revocation suit	
11	Miscellaneous	Rate (in Rs.)
11.1	Consultation charges each hour or part Discussions with inventors for drafting	
11.2	Assessment of invention for Patentability	
12	Filing of foreign patent applications:	Rate (in Rs.)
12.1	Filing of a patent application in one country outside India	
12.2	Charges for prosecuting each application till grant of patent (can be as a %age of foreign associates bills)	
12.3	Subsequent filing of forms/citations, etc.	
12.4	Fee for renewal each year	
12.5	Request for substantive examination patent (can be as a %age of foreign associates bills)	
12.6	Preparation and Filing of request for priority document	
13	Filing of PCT application	Rate (in Rs.)
13.1	Preparing and filing a new PCT application	
13.2	Filing formal documents such as POA, Priority documents, etc	
13.3	Filing amendments under Article 19	

13.4	Filing demand for preliminary examination	
13.5	Filing response to written opinion/preliminary examination report and for filing amendment under PCT article 34	

Section II: Industrial Designs

A	Indian Filing	
S. No	Activity	Rate (in Rs.)
1.	Application for design registration in a single class	
2.	Applications for same design registration in additional classes on per class basis	
3.	Claim under section 8(1) to proceed as an Applicant or Joint Application	
4.	Extension of time (indicate period)	
5.	Taking over already filed application for registration of design	
6.	Restoration of lapsed design (Form 4)	
7.	Filing a response to the office action	
8.	Obtaining expediting and forwarding the design certificate	
9.	Drafting assignment/license/mortgage deed and registration of same (Form 10, Form 11 and Form 12)	
10.	Recordal of assignment	
11.	Request for certified copies (Form 15 and Form 16)	
12.	Appearance charges per appearance before patent office	
13.	Preparation and filing for design search through patent office	
B	International Filing	
S.No	Activity	Rate (in Rs.)
1.	Application for registration in a single class (can be as a percentage of foreign associates bills)	

2	Applications for same design registration in additional classes on per class basis (can be as a percentage of foreign associates bills)	
3.	Extension of Design for entire period	
4.	Extension of time (indicate period)	
5.	Filing a response to the office action	
6.	Obtaining and forwarding the design certificate	
7.	Recordal of assignment	
8.	Fax, cable photocopying charges	
9.	Postage charges, if extra	

Section III: Copyright

S.No	Activity	Rate (in Rs.)
1.	Application for registration of copyright	
2.	Attending hearing and adducing arguments in support of the application before the Registrar of Copyrights	
3.	Drafting of any specific forms such as NOC	

Section IV: Trademarks

A	Indian Filing	
S.No	Activity	Rate (in Rs.)
1.	Drafting & filing in India in a single class	
2.	Drafting & filing in India in each additional classes	
3.	Application for renewal of trademark (TM 10, TM 12)	
4.	Request for search and issuance of certificate	
5.	Restoration & renewal of trademark (TM 13)	
6.	Any others (please specify) - Hearing	
7.	Application for review of Registrar's decision (TM 57)	

8.	Receiving and forwarding the certificate	
9.	Trademark search	
B	International Filing	
S. No	Activity	Rate (in Rs.)
1.	Drafting & filing through Madrid system	
2.	Drafting & filing directly (should be shown as percentage of the associate's charges)	
3.	Prosecution charges (should be shown as percentage of the associate's charges)	
4.	Receiving and forwarding the certificate	

Section V: Activities specific to semiconductor integrated circuit layout-design

S.No	Activity	Rate (in Rs.)
1.	Application for registration along with necessary forms	
2.	Notice for opposition	
3.	Request for statement of grounds of decision	
4.	Application for correction of errors or amendment	
5.	Application for extension of time	
6.	Application for rectification of the Register	
7.	Application for registration of registered user (licensed)	
8.	Application requesting registrar for preliminary advice regarding originality or distinctiveness of a layout design	
9.	Application for certificate of Registrar	
10.	Application for review of Registrar's decision	

[End of document]