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Basic Details						
Organisation Chain Delhi Technological University						
Tender Reference Number DTU/IRD/IPR CELL/2022-23/New Tender/45						
Tender ID	2023_DTU_240566_1					
Tender Type	Open Tender Form of contract Empanelment					
Tender Category	Services	No. of Covers	2			
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No			
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No			
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No			

-		Cover Details, No. Of Covers - 2				
Offline S	Offline S.No Instrument Type		Cover No	Cover	Document Type	Description
1	1 Demand Draft	Demand Draft				Techno-
2	2	FDR				commercial
3	3	Bank Guarantee	1	Fee/PreQual/Technical		bid as per the terms and
						conditions of NIT in single PDF file.
			2	Finance	.xls	Price bid

Tender Fee Details, [Total Fee in ₹ * - 0.00]			EMD Fee Details				
Tender Fee in ₹ 0.00				EMD Amount in ₹	25,000	EMD through BG/ST	Yes
Fee Payable To	Nil	Fee Payable At				or EMD Exemption Allowed	
Tender Fee Exemption Allowed	No			EMD Fee Type	fixed	EMD Percentage	NA
	1			EMD Payable To	Registrar, DTU	EMD Payable At	Delhi

Work /Item(s)								
Title	Empanelment of Legal	mpanelment of Legal Firm or Attorney for Handling DTU IPR related work						
Work Description		Empanelment of Legal Firm or Attorney for Handling DTU Intellectual Property Applications and Other Intellectual Property Related Work						
Pre Qualification Details	Please refer Tender doo	cuments.						
Independent External Monitor/Remarks	NA	٧A						
Tender Value in ₹	NA	Product Category	Miscellaneous Services	Sub category	NA			
Contract Type	Empanelment	Bid Validity(Days)	120	Period Of Work(Days)	365			
Location	Delhi Technological University, Bawana Road, Delhi	Pincode	110042	Pre Bid Meeting Place	O/o Dean (IRD)			
Pre Bid Meeting Address	Delhi Technological University, Bawana Road, Delhi-110042	Pre Bid Meeting Date	16-May-2023 03:00 PM	Bid Opening Place	Office of Assistant Registrar S and P, D T U			
Should Allow NDA No Allow Preferential No Bidder								
Critical Dates								
Publish Date	04-May-2	2023 02:00 PM Bid Ope	ening Date	26-May-2	2023 03:00 PM			

eTendering System Government of NCT of Delhi

23, 2.34 F 10									
Document Download / Sale Start Date			04-May-2023 02:00 PM		Document Download / Sale End Date		26-May-2023 02:30 PM		
Clarification	Start D	Date	NA		Clarification E	ind Date	NA		
Bid Submission Start Date			04-May-20	23 02:00 PM	Bid Submissio	on End Date	26-May-	2023 02:30 PM	
Tender Do	cume	nts							
NIT Document	S.No	Document Name	9		Description			Document Size (in KB)	
	1	Tendernotice_1.pd	f	NIT				792.1	
Work Item Documents	S.No	Document Type		Document	Name	Description		Document Size (in KB)	
	1	BOQ		BOQ_313986	.xls	Price bid format		413.50	
	2	Tender Documents		NIT.pdf		NIT		775.03	
Tender In	<u>viting</u>	<u>Authority</u>							
Tender Inv Name	<u>viting</u>	Authority Assistant Re	gistrar S and	P, D T U					



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E-tender under two bids system (technical bid and financial bid) from reputed firm/attorney is invited for Empanelment of Legal Firm/ Attorney for Handling DTU's Intellectual Property Applications and Other Intellectual Property Related Work initially for one year from the date of award of contract and extendable up to three years as detailed below and as per terms and conditions are given in the tender document.

Tender Ref. No.	DTU/IRD/IPR CELL/2022-23/New Tender/45
Date of start and downloading tender	04.05.2023
Last date and submission of tender	26.05.2023 UP TO 14:30 hrs
EMD	Rs. 25,000/-
Date and Time of Opening Bid	26.05.2023 at 15:00 hrs
Designation of the Authorized Officer and Address of Communication	Asst. Registrar (S&P) Delhi Technological University Shahbad Daulatpur, Bawana Road, New Delhi - 110042

The bid should be uploaded latest by at 26.05.2023 at 02.30 PM. The tender (opening of Technical bids) will be opened on the same date at 3:00 PM. by the Tender Opening Committee. Interested firms may download the documents from the website of Govt. of NCT Delhi / DTU website. EMD amount of Rs. 25,000/ - in form of the BG/FDR/DD drawn in favor of Registrar, Delhi Technological University, Delhi. EMD may be submitted in the tender box placed in the Office of Asst. Registrar (S&P), Delhi Technological University, Delhi on or before the last date and time of submitting the e-tender. After closing the e-tender no EMD would be accepted.

Note: Technical Bids with incomplete documentation & details and in Manual/hardcopy bids shall be rejected summarily.

Asst. Registrar (S&P) Delhi Technological University



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SCOPE OF WORK

IP management including drafting, filing, prosecution, opposition and maintenance of Intellectual Propertyin India.

- Patent searches such as patentability search, FTO (Freedom to Operate Search), patent landscape, Invalidity / validity & State of theArt Search.
- Aspects such as opposition, revocation & restoration of IP & any other proceeding under the relevant IPAct & other IP management matters in India.
- Representing before the Appellate Board in India, miscellaneous actions under the relevant Act, etc.
- Securing registration and maintenance of design.
- Handling IP infringement cases.
- Interaction with inventors.

ELIGIBILITY CRITERIA

The IP firms willing to be empaneled shall fulfill the following criteria & shall provide the following documentary proof regarding the same:

- 1. The IP Firm should be of good standing and have an experience of at least 3 years, servicing clients based in India.
- 2. The IP firm should have minimum three years of existence as an Indian entity.
- **3.** The IP firm should possess professional expertise in handling all forms of intellectual property protection measures viz., patents and industrial designs.
- 4. The IP firm must have the requisite infrastructure and in-house capability.
- 5. The IP firm must be having profits in the last three years.
- 6. The IP firm should have an office located in Delhi/Gurugram/Noida/Sonipat/Ghaziabad/Faridabad region.
- 7. The IP firm should not have been blacklisted by any Central /State Government / Public Sector Undertaking, Govt. of India.
- **8.** The IP firm should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services.

Suppression of any relevant information or lack of adherence to any of the above will lead to disqualification of the bid.



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TERMS AND CONDITIONS OF TENDER

• The Contracting agency / Firm / Company should have its office in Delhi/Ghaziabad/

Sonipat/Faridabad/Gurgaon/Noida region.

• Scanned copy of Tender Fee and EMD in favour of Registrar, DTU must be uploaded with the Technical Bid.

Agency / firm / company exempted from payment of Tender Fee / EMD must upload requisite documents in support of their claim.

Tender Fee, EMD OR photocopies of the Exemption Related Certificates / Documents also needs to be submitted in a sealed envelope by due date at the following address with covering letter having tender details:

Assistant Registrar (S&P) Delhi Technological University Shahbad Daulatpur, Bawana Road Delhi-110042 Email – sp@dtu.ac.in

Tender received without Tender Fee, EMD OR Exemption Related Certificates / Documents as per requirement will be summarily rejected.

- At the first stage, the Technical Bids shall be opened on due date and technical evaluation shall be carried out based on the Technical Bid Proforma, documents submitted in support, tendered terms, conditions, eligibility etc. Tenderer who submits Financial Bid with Technical Bid shall be disqualified. Bidders technically disqualified shall be intimated.
- The Financial bids of only those tenderers will be opened who are declared qualified by the Technical Evaluation Committee. If tenderer quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered. [In case of multiple tenderer emerging as Lowest I (L I), the contract shall be then awarded to the tenderer amongst L I with highest average annual turnover of last three years].
- L 1 will be decided based on the weighted average of rate filled in each section as given below.



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1. Patent

S.No	Type of the work	Weight Average	
1.	Application	20%	
2.	Extension of time & late filing	10%	
3.	Prosecution	25%	
4.	Assignment & Licensee	5%	
5.	Recording of changes, Name, Address, Nationality etc.	5%	
6.	Opposition	10%	
7.	Visit outside office & discussion	5%	
8.	Patent revocation/ infringement	5%	
9.	Miscellaneous	5%	
	Section 2: Design	10%	

- The tender is not transferable under any circumstances.
- Telegraphic, conditional or incomplete tenders will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the tenderer.
- Earnest Money Deposit (EMD) of Agency / Firm / Company who withdraws tender during the intervening period shall be forfeited.

2. <u>SECURITY DEPOSIT</u>

i. Within fifteen (15) days of the award of contract, the vendor shall furnish a Security Deposit amounting to 10% of the work order value in the form of Demand Draft/Bank Guarantee (from scheduled Bank only) favoring the Registrar, DTU.



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- ii. The DTU will forfeit the 10% security deposit if vendor fails to execute the order as per the Work Order. This Security Deposit will be refunded to the vendor only on successful completion of the contract.
- iii. Bank Guarantee wherever mentioned in this document may be read as "Bank Guarantee from any Scheduled Bank" only.
- iv. The 10% Security Deposit which is mentioned above may be extended as Performance Bank Guarantee for a period of contract.
- In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, University reserves the right to impose the penalty as detailed below: -
- i. 20% of cost of order/ agreement per week, upto four week's delay.
- ii. After four weeks delay the University may cancel the agreement and get this job to be carried out preferably from other agency from open market. The difference, if any, will be recovered from the defaulter contractor and also shall be black listed for a period of four years from participating in such type of tender and his earnest money/ security deposit may also be forfeited, if so warranted.

3. PERIOD OF CONTRACT:-

The award of work is for an aggregate period of 3 years, which will initially be given for a period of one year and reviewed for extension for another year(s) on the basis of service rendered by the agency. The rates quoted should be valid for a period of 3 years.



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GENERAL TERMS AND CONDITIONS

- 1. Agency must fulfill all the requirements given in the Technical Bid and terms and conditions of the tender.
- 2. The successful tenderer shall be required to execute an Agreement Deed on the format approved and supplied by University on stamp papers of appropriate value. The cost of the stamp paper shall be borne by the successful tenderer.
- **3.** The Hon'ble Vice Chancellor, DTU shall have absolute right and authority for the suspension/ revocation of security/bank guarantee in case of breach of any clause of the Agreement by giving prior notice.
- 4. A penalty @ 1% of the monthly value of contract shall be imposed for non-commencement of work within the stipulated period after the issue of award letter for every week or part thereof for the delay in the commencement of the contract.
- 5. The decision of the Hon'ble Vice Chancellor, DTU with regard to the determining of quality of work/services done by the contractor or his employees shall be final and acceptable to the contractor. The Hon'ble Vice Chancellor, DTU reserves the right to get the work/services so rejected done/replaced at his own level at the risk and cost of the contractor after giving him a notice in writing and the expenditure incurred on this count shall be recovered from the contractor from his outstanding dues or by revocation of any or all parts of the security/bank guarantee, as he may think proper.
- 6. The contract cannot be transferred or assigned by the contractor to any other person/ firm.
- 7. Contractor shall pay GST, at the rates as applicable from time to time.
- 8. DTU Right to vary Quantities at the time of Award:

9. Fraud and Corruption:

The DTU, Delhi requires that bidders, suppliers, and contractors, if any, observe the highest standard of ethics during the execution of such contracts. In pursuit of this policy,

(a) The terms set forth below are defined as follows:

- i. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or in directly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- ii. "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- iii. "Collusive practice" means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, noncompetitive levels; and
- iv. Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
 - (b) The DTU, Delhi will reject a proposal for award if it determines that Bidder recommended for



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award has, directly or through an agent, engaged in corrupt, fraudulent collusive or coercive practices in competing for the Contract in question

10. Interpretation of the clauses in the Tender Document / Contract Document

- In case of any ambiguity / dispute in the interpretation of any of the clauses in this Tender Document, Hon'ble Vice Chancellor, DTU interpretation of the clauses shall be final and binding on all parties.
- 11. The Contractor shall conform to the provisions of various Central/State Act(s) or the Regulations on the subject as well as terms and conditions of the contract. He will be liable for the deduction of TDS on the total bill as per provision of the Income Tax Act, or as applicable from time to time.
- **12.** The University shall have further right to adjust or readjust or deduct any of the amounts as aforesaid from the payment to be made to the Contractor under this Contract or out of the security deposits of the Contractor.

13. TERMINATION OF THE CONTRACT :-

The contract may be terminated in any of the following contingencies: -

- i. On giving one-month notice by DTU. OR
- ii. On the expiry of the contract, without any notice. OR
- iii. On giving one-month notice by DTU at any time during the tenancy of contract, in case the services rendered by the contractor are not found satisfactory and in conformity with the terms and conditions of the contract and the standard prescribed for this services. OR
- iv. On assigning of the contract or any part thereof or any benefit or interest therein or there under by the contractor to any third party for sub-letting the whole or a part of the contract to any third party. OR
- v. On contractor being declared insolvent by the competent Court of Law without any notice.
- vi. The contract can be terminated at any point of time without assigning any reason in between, if it is found that the services rendered by the agency are not satisfactory.

In case of termination of contract on the grounds mentioned at Sr. No 3 & 4 above OR in case of tenderer decides to conclude the contract before the expiry of initial twelve months' contract period, the University shall forfeit the Bank guarantee and the contractor shall not have any claim/right against the University.

In case of extension beyond initial period of one year, contractor will have an option to conclude the contract by giving three months notice in writing during the contract period.

Provided that during the notice period for termination of the contract, in the situation stated above, the contractor shall keep on discharging his duties as before till the expiry of notice period.



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- 14. <u>LAST PAYMENT:</u> The last payment of the contractor will be cleared only after obtaining clearance of any liabilities not pending.
- 15. <u>JURISDICTION</u>: The contract will be subject to Delhi Jurisdiction, In case of any dispute, only Delhi Court will have jurisdiction.

Assistant Registrar Store & Purchase Branch Delhi Technological University



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PROFILE AND BUSINESS COMPETENCIES OF THE IP FIRMS

Sr. No	Particulars	Mention Details (Do not state attached / enclosed / refer attached document etc.). Highlight relevant portion of the attached document.
1	Name of the agency / firm / company, web address, telephone number, etc.	
2	Address of the office of the agency / firm / companyName, designation of contact person. Land Line No: Mobile No: Email: (Submit proof of address having name of the Agency / Proprietor – Copy of Latest Corporation Tax Receipt OR copy of latest Land Line Telephone Bill OR copy of latest Electricity Bill, copy of the valid Shops and Establishment Registration certificate OR Copy of valid Lease Agreement etc.)	Submitted / Not Submitted Name of the Document Submitted :
3	Legal status – Individual / proprietary / partnership firm / limited company / corporation, etc.) (Submit Copy of the appropriate registration certificate)	Legal Status : Submitted / Not Submitted
4	The agency should have minimum three years ofexistence as an Indian entity Month and Year of commencement of services business.	Submitted / Not Submitted Name of the Document Submitted
5	Statutory details of agency / firm / company (Photocopies of the Registration Certificate / Allotment letter in the name of the agency / firm / company issued by theconcerned authority to be submitted): 1] Agency/Firm/Company registration number.	



Sr.No	Particulars	Mention Details (Do not state attached / enclosed / refer attached document etc.). Highlight relevant portion of the attached document.
	2] Permanent Account Number	
	(PAN). 3] GST – Registration	
	number.	
	4] Profession Tax registration number.	
6	Agency / firm / company should have an average annual turnover of at least Rs. 5,00,000/- in the IP Services business alone for the last 3 financial years. Turnover Certificate specifically having mention of "Turnover from IP Services business alone" duly certified by the Chartered Accountant to be submitted.	Financial Year - 2019-20: Rs. Financial Year - 2020-21: Rs. Financial Year - 2021-22: Rs.
7	Agency / firm / company should have at least 3 years of experience in providing IP services to Central/state Government Organizations / Central/state Government funded Autonomous Bodies / Central/state Government funded Academic Institutions / Central/state Government funded Research Laboratories / Central/state Government funded Research Institutes Submit details of present and past clients.	Yes / No
		Submitted / Not Submitted
8	Particulars of the membership/partnership, if any	Submitted / Not Submitted
9	Articles and memorandum of association (if any) of the IP firm	Submitted / Not Submitted



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Sr. No	Part	iculars				Mention Details (Do not state attached / enclosed / refer attached document etc.). Highlight relevant portion of the attached document.
10				een the firm and be of work for eac	· · · ·	Submitted / Not Submitted
11		n(s) of Specializ	````	ns / Litigation / vities)		
12	emp	nber of profess loyed with the ous fields and t	firm f	Please use the Format in Annexure - 6		
	S. Name of the No. Professional					Submitted / Not Submitted
	Experience (No of years) Number of cases held (Specify whether it is for Copyright, Trademark OR Patent OR Any other IP form, Litigation/Opposition)					
13	prop auth	ase the tender is rietor / owner, at orizing the off uments for this te	uthoriza icer /	Submitted / Not Submitted / NotApplicable		

Date :

Signature : _____ Name : _____

Seal of contracting agency/firm/company



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Financial Bid

PRICE SCHEDULE

Name of the Tenderer

I. <u>Rate including GST of Schedule for IPR Applications filing and prosecuting</u>

SI#	Type of work	Price (INR)
	Section 1: Patent	
1	Application	
1.1	Drafting and filling application with Provisional specification along with all necessary forms such as:Form2,Form3,Form 5, Form 8, and Form 26	
1.2	Drafting and filling complete specification after filing provisional specification with all necessary forms such as Form 1, Form 2, Form 3, Form5, Form8, Form18, and Form26	
1.3	Drafting and filing complete specification with all necessary forms Such as form 1, form 2, form 3, form5, etc.	
1.4	Drafting and filling of patent of addition	
1.5	Drafting and filling of divisional application	
1.6	Taking over already filed application, per case	
1.7	Charges towards filing various if not done earlierat the time offiling the application such as Form3,Form8,Form18and Form 26.	
1.8	Seeking permission form National Biodiversity Authority (NBA) forfiling IP application under section 6 of The Biological Diversity Act	
1.9	Discussion with inventor per hour at DTU, Delhi-42 premises	
2	Extension of time & late filing (preparing and filing)	
2.1	Preparing and filing a form for extension of time (Form 4)	
2.2	Late submission of forms/documents	



3	Prosecution	
3.1	Obtaining certified copies of patent applications	
3.2	Reporting official action including FER, SER etc.	
3.3	Amending specification and re-filing in response to FER, SER etc. (Form-13)	
3.4	Subsequent report of corresponding application, if any	
3.5	Filing of documents after prescribed period with petition of condonation of delay in filing	
3.6	Discussion at Patent Office during prosecution of application	
3.7	Preparation of case for filling in India.	
4	Assignment and Licenses	
4.1	Drafting deed form	
4.2	Filing application for registration for assignment/license (Form 16)	
	a) one patent	
	b) each additional patent included at the same time in the samedeed	
4.3	Application for revocation of terms and condition of license (Form20)	
4.4	Charges for making an application for compulsory license (Form 17)	
4.5	Application for revocation of a patent for non-working (Form19)	
5	Recordable of change of name, address, nationality, etc. (Form 6and Form 10)	
5.1	Filing application in respect of one patent	
5.2	For additional patent included at the same time	
6	Opposition	
6.1	Filing pre-grant opposition	
6.2	Filing notice of opposition (Post grant opposition) In Form 7	



6.3	Drafting statement of opposition form, written statement and affidavit
6.4	Drafting reply statement and affidavit
6.5	Attending hearing per day at patent office in the city of theattorney's office
6.6	Attending hearing per day at patent office not in the city of attorney's office
6.7	Attending interlocutory petition hearings
6.8	Notice of opposition to amendment / restoration/surrender of patent / grant of compulsory license or revision of terms there of or tocorrection of clerical errors (Form 14)
6.9	Request for the grant of patent under section26 and 52 (Form 12)
6.10	Charges for making a request for direction of the controller undersection 51 (1) and 51 (2) (Form 11)
7	Visits outside office & discussion
7.1	Per visit charges for local visit
7.2	Per visit charges for outstation
8	Patent revocations / infringement, initialing revocation / infringement, defending revocation / infringement
8.1	Drafting of infringement suit
8.2	Drafting of revocation suit
8.3	Representation charges
8.4	Any other charges, if any (like legal opinion etc.)
9	Miscellaneous
9.1	Priorartsearch report for novelty, inventiveness and utility.



	Section 2: Designs	
1	Application	
1.1	Application for registration in a single class with all essential form including (form 1, Form 2, and Form 21)	
1.2	Applications for same design in additional classes on per class Basis	
1.3	Claim under section 8(1) to proceed as an Application or JointApplicant	
1.4	Application to extend copyright (Form 3)	
1.5	Taking over already filed application for registration of design	
2	Restoration of lapsed design (Form 4)	
3	Filing a response to the office action (Form 20)	
4	Obtaining, expediting and forwarding the design certificate	
5	Drafting assignment/licensee/mortgage deed and registration ofsame (Form 10, Form 11, and Form 12)	
6	Recordable of assignment (Form 13)	
7	Design search through patent office (Form 6 and Form 7)	
8	Petition of cancellation of design (Form 8)	
9	Notice of opposition (Form 19)	
10	Request for correction of clerical errors (Form 14)	
11	Request for certified copies (Form 15 and Form 160)	
12	Appearance charges per appearance before patent office	
13	Inspection of registered design (Form 5)	
14	Notice of intended exhibition of publication of an unregistereddesign (Form 9)	



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15	Notice of alteration of address or name or an address for service in the Register of Designs	
16	Entry of two addresses for service in Register of Designs	
17	Charges for renewal each year.	

Notes: -

- 1. All the columns shall be clearly filled. The tenderer should quote the rates and amount tendered by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender.
- 2. Bidder should mandatory to quote each services as mentioned above.

Signature and Seal of the Tenderer