

Sequence of steps to be followed for undertaking consultancy projects

* * *

1. The expression of Interest received directly or through the Institute is to be examined by the prospective consultant and interaction may be made with the client if necessary for clarification.
2. Final consultancy proposal including the scope of work of both the consultant and the client as well as the budget including Institutional charges, GST and other taxes as applicable needs to be submitted through HoS to the Dean (SRIC) office along with the endorsement format^{#1}, duly filled in by the consultant, for endorsement
3. The final proposal may be forwarded to the client by the consultant/ SRIC Section as the case may be.
4. After receiving the sanction letter from the client, agreement^{#2} in the prescribed format needs to be signed by both the parties i.e. client & consultant with the counter signature of the Dean (SRIC)
5. Invoice will be prepared by the SRIC Section on request of the consultant for payment of advance by the client and be sent to the client by the Consultant/SRIC Section.
6. After the payment is received by the SRIC Section; the consultancy project form^{#3} along with the copy of sanction letter and final proposal needs to be submitted by the consultant to the SRIC Section for examination and allotment of project code.
7. The consultancy project is to be executed by the consultant as per the agreement. The final report of the consultancy project, after execution, would be submitted by Consultant in-charge either through SRIC Section or directly to client with a copy to SRIC Section.
8. On submission of the completion report to the client, the consultancy fee would be paid to the Consultant/Co-Consultant as per rule after deducting Institutional Charges, GST and TDS as applicable, after the approval of the competent authority.

Note:

#1 Endorsement Format – to be submitted along with proposal as mentioned at step 2

#2 Agreement – to be submitted on receipt of sanction order as mentioned at step 4

#3 Consultancy Project Form – to be submitted on receipt of fund as mentioned at step 6

Endorsement Certificate from Competent Authority

The following faculty member(s) is/are authorized to execute the consultancy project titled

“ _____ ”

on behalf of Indian Institute of Technology Bhubaneswar, as per the details given below.

Name of the Client/Agency	:	
Request Letter No. & Date	:	
Name & Designation of the Faculty Member(s)	:	
School/Department	:	
Total Budget of Project	:	
Duration	:	
Other details (if any)	:	

The consultant in-charge would start execution of the project after funds received from the client

The Institute would provide basic infrastructure and other required facilities to the investigator if necessary for undertaking the consultancy work on chargeable basis as per regulations

The Institute would undertake the financial and other management responsibilities of the project.

Deputy Registrar (SRIC)



INDIAN INSTITUTE OF TECHNOLOGY BHUBANESWAR
Sponsored Research and Industrial Consultancy (SRIC)

Consultancy Project Form

(to be submitted on receipt of funds from client with a copy of sanction letter)

DETAILS OF THE CONSULTANCY PROJECT:

1. Title of the Consultancy Project :
2. Name of the agency (client) & Address with GST No. :
3. Name of the Consultant - in – Charge :
4. Name of the Co-Consultant (s) :
5. Name(s) of the host School/ Dept. :

6. **The consultancy projects involves** (Tick Appropriate one)
 - 7.1 Use of no Institute facilities
 - 7.2 Use of Institute facilities such as Computer, Network, Space, etc.
 - 7.3 Primarily testing and interpretation including laboratory testing.
7. a) Consultancy fee (including recurring expenses) :
b) Institute Overhead (as per Sl.No. 7 above) :
c) GST as applicable :
d) Gross consultancy Charges (a+b+c) :
8. Proposed Date of Commencement of project :
9. Proposed Date of Completion of project :
10. **Sharing of the consultancy fee**
 - 10.1 Total cost of the project (8.a) :
 - 10.2 Institute Share (8.b) :

The above proposal may please be approved.

(Signature of Consultant-in-Charge)

RECOMMENDATION OF THE HoS

This is to recommend that the consultancy project belongs to the category 7.1/7.2/7.3 (please strike the ones that are not applicable) and the Consultant (s) would be given necessary facilities and permissible leave provided the consultant (s) make (s) necessary arrangements for the assigned teaching, research and administrative loads.

Signature of HoS

Approved by

Dean(SRIC)

CALCULATION OF CONSULTANCY FEE

Sl. No.	Type of Consultancy	Rate or overhead (after deduction of GST)
1.	Use of no Institute Facilities	25%
2.	Use of Institute facilities such as Computer, Network, Space etc.	30%
3.	Primarily testing and interpretation including laboratory	35%

If project cost after deduction of GST (Prior to overheads) is X; then overheads of p% will be charged on X as per the table, GST will be as applicable on (X + p% overheads). For example, for a project cost of X = 100 and 30% overheads, the calculation is as follows:

Project Cost = Rs. 100.00
Overhead = Rs. 30.00
GST = (Rs. 100.00 + Rs. 30.00) x (18%)= Rs. 23.40
Total Cost of the Project: Rs. 153.40

INDIAN INSTITUTE OF TECHNOLOGY BHUBANESWAR



Sponsored Research and Industrial Consultancy (SRIC)

Argul, Jatni, Khordha – 752050

Phone +91-674-713-4832/ 4500

Email: office.sric@iitbbs.ac.in

Consultancy Agreement Form

PART-A

TITLE OF THE CONSULTANCY PROJECT (*Kindly fill in BLOCK letters*)

CONSULTANT INCHARGE

Name:

Designation:

School/Centre/Dept.:

Telephone: (Mobile):

email:

EXPECTED TIME SCHEDULE

Duration:

Years Months

Weeks

Starting Date:

CLIENT DETAILS (*Kindly fill in BLOCK letters*)

Firm's Name:

Address:

Contact Person's Name:

Designation:

City:

Pin:

Ph.

Ext.

Fax

email

TOTAL CHARGES AND PAYMENT DETAILS

Mode of Payment: → By Cheque By Draft Telegraphic Transfer

Currency: → Indian Rupees Foreign → Country: Currency:

Payment enclosed: → Full Payment Part Payment

Total Value (<i>in figures</i>)	Total Value (<i>in words</i>)	Bank's Name and Branch
DD/Cheque No.	DD/Cheque Amount	DD/Cheque Date

SCOPE OF THE CONSULTANCY (*attach separate sheet, if necessary*)

Consultancy Type (Please)	Client Type (Please)
<input type="checkbox"/> Product Development	<input type="checkbox"/> Private Sector
<input type="checkbox"/> Process Development	<input type="checkbox"/> Govt. Sector
<input type="checkbox"/> Checking of Design	<input type="checkbox"/> Public Sector
<input type="checkbox"/> Checking of Analysis	<input type="checkbox"/> Foreign Organisation
<input type="checkbox"/> Report Evaluation	<input type="checkbox"/> Other (Please Specify)
<input type="checkbox"/> Advice	
<input type="checkbox"/> Testing & Interpretation	
<input type="checkbox"/> Preparation of DPR	

AGREEMENT BETWEEN CLIENT AND CONSULTANT

This agreement is subject to the Standard Terms and Conditions contained herein (overleaf) for undertaking consultancy projects at IIT Bhubaneswar. The Consultant Incharge(s) certify that these terms and conditions have been made known to the client organization and it has agreed to adhere to the same.

Signature of the Consultant In-charge(s)

Date:

Signature of the Client

Date:

Signature of Head of School

PART – B

DETAILS OF THE CONSULTANT INCHARGE AND CO-CONSULTANT INCHARGE(S)

Consultant's Name and Code	Designation	Dept/Centre	Signature
CI:			
Co-CI:			
Co-CI:			
Co-CI:			

BREAK UP OF TOTAL CHARGES

Budget Head Description		Approximate Amount (Rs.)
(I)	EXPENSES	
	Recurring/Non-Recurring (Salary/Cost of Labour, Honorarium to Staff/Outside resource person, Travel, Contingency, Consumables, Equipment, Materials, etc.)	
(II)	FEE FOR SCIENTIFIC & TECHNICAL ADVICE	
(III)	INSTITUTE OVERHEAD CHARGES	
(IV)	TOTAL CHARGES (I+II+III)	
(V)	GST @ 18% or as applicable OF IV (Total Charges)	
(VI)	GROSS AMOUNT (IV+V)	

Signature of HoS

Signature of the Consultant Incharge

Counter Signature by the Dean (SRIC)

FOR OFFICE USE ONLY

STANDARD TERMS AND CONDITIONS OF CONTRACT FOR CONSULTANCY

Title of the Consultancy Project:

Name & Address of the Client:

Name and School/ Dept. of the Consultant In-charge:

These terms and conditions are to cover projects for the development of products, processes, field studies, model studies, calculations, economic and technical consulting and other forms of project of specific interest to the client. The conditions are binding unless otherwise agreed upon in a separate signed document.

- PROJECT PLANNING:** The Institute shall, together with the client, prepare work plan and budget for the project or parts of the project wherever the project size or subject makes this necessary. This plan shall normally be accepted by the Client before commencement of the work on the project. The Institute shall supply information regarding the progress of the project at any time at the Client's request. The Client may with the agreement of the Institute, follow the progress of the project personally, or through a third party named by the Client. The Institute and the Client shall agree on the form and frequency of formal reports concerning the progress and the result of the project.
- RESPONSIBILITY:** The Institute undertakes to carry out the project as conscientiously as conditions allow, but accepts no economic responsibility should the work not lead to expected results. The Institute accepts the project on condition that the Client renounces all right to claim damages for losses sustained directly or indirectly in consequence of the work done by the Institute.
- DISCRETION:** The Institute undertakes to handle with discretion reports, results, the identity of the Client and all material which the client places at the disposal of the Institute in connection with the project.
- SUB-CONTRACTING:** The Institute reserves the right to allow any work, experimental or otherwise to be carried out by a third party provided this does not result in the danger of information of a confidential nature coming into the hands of unauthorized persons.
- RESULT OF THE PROJECT:** The results of all work done at the Institute by the Institute in connection with the project, incorporated in written reports in accordance with paragraph 1, shall remain the property of the Client. Results arrived at with little or no involvement on the part of the Client are available free of charge for the Client's own use. However, the Institute reserves the right to use such results in connection with activities outside the scope of the project. Inventions are covered in paragraph 6. If the Client consists of several individuals, all questions of Client, rights between the Clients must be settled between such individuals, and are of no concern to the Institute. Unless otherwise agreed, all reports are to be sent to the Client in triplicate. The Institute has the right to retain a copy.
- INVENTIONS:** All reports of Institute on the project are the property of the Client and consultant. This includes patentable inventions while working on the project.
- PUBLISHING THE RESULTS/OUTCOME OF THE CONSULTANCY:** The results/outcome of the consultancy must not be exploited by the Client organization for its business interests by using IIT Bhubaneswar's name/logo through press advertisement/publicity material or in any other manner. Manuscripts of academic papers, brochures, advertisements or other form of published material which refer to or quote the proprietary results of the project shall be vetted by both parties before publication.

8. **COMMUNICATION OF RESULTS TO A THIRD PARTY:** The Institute may not, without the written agreement of the Client, communicate the results of the project to a third party. The Client shall arrange the necessary written agreement of all parties on the Client's side who may have publication rights with respect to the project.

9. **PROJECTS FOR OTHER CLIENTS:** The Institute may normally undertake other projects in the same field provided – to the best of the Institute's knowledge and belief – there exists no danger of information of a confidential nature coming into hands of a third party. Any agreement to restrict the Institute from undertaking similar projects during or after the life of the project, shall be covered by a separate contract.

10. **APPARATUS:** Instruments and/or equipment obtained in connection with the project and charged to the client remain the property of IIT Bhubaneswar.

11. **TERMINATION OF THE PROJECT:** The Client has a right to terminate the project at any time, but shall be liable for all reasonable expenses incurred in connection with halting work already in progress according to the agreed work programme. The Institute has also the right to terminate the project with three months' notice except where otherwise agreed upon. The Client in this case will not be liable for any expenses incurred after the period of notice.

12. **NORMAL TERMS OF PAYMENT:** The payment of the Institute charges for the consultancy projects are required to be deposited in full (unless otherwise it is specially agreed by the Institute) before the start of the work, through a crossed bank draft/ cheque (Bank drafts in the case of private organization and by draft/ cheque for others). **The draft/ cheque is to be drawn in favour of "SRIC IIT Bhubaneswar" and sent either to the Consultant or the Dean, Sponsored Research & Industrial Consultancy.** It can also be credited to the aforesaid account by the Client.

13. **DISPUTES:** In the event of any dispute or difference between the parties hereto, such dispute or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to an outside arbitrator to be nominated by the Director of the Institute for a reasoned Award. The Award of the arbitrator shall be binding on the parties to the dispute.

14. **GST:** The GST **as applicable** will be levied on total consultancy charges and this amount is to be borne by the Client organization.

Date: _____

Name & Signature of Consultant In-charge

Name & Signature of Client

Place: _____

(with office seal)

(with office seal)

Counter Signature of Dean (SRIC)

(with official seal)