

INDIAN INSTITUTE OF TECHNOLOGY DELHI
Industrial Research & Development Unit

No. IITD/IRD/M-151/

69919

Dated 25/7/2017

**Subject: Implementation of 'Goods and Services Tax (GST)' Payable under
Consultancy Jobs w.e.f. 01/07/2017**

As GoI has Implemented the 'Goods and Services Tax' (GST) w.e.f. 1/7/2017, Indian Institute of Technology Delhi has been registered under GST vide GSTIN-
07AAATI0393L1ZI. Hence now, GST @ 18% of the net cost will be charged on the consultancy charges for consultancy jobs undertaken by the faculty members of the Institute w.e.f. 1/7/2017.

(A) The Competent Authority accordingly has decided to charge the GST @ 18% on the consultancy jobs in the following manner:

1. On the consultancy jobs which have been approved by the Competent Authority after 30/06/2017.
2. In case, the consultancy job stands approved by the Competent Authority on or before 30/06/2016 and the Consultancy Charges of the Consultancy Job to be undertaken is not credited in the accounts of Concerned Consultancy Job till 30/06/2017, GST will be charged @ 18%.
3. In the case of ongoing Consultancy Projects, any payment received fully or partially on 01.07.2016 or after, the levy of 'GST' will be applicable as mentioned above.

(B) It has also been decided by the Competent Authority that now all the payments related to the consultancy jobs will be received through Bank Transfer OR Demand Draft only. Payments through cheque will not be accepted.

(C) All the CIs are requested to kindly upload the attached revised terms and conditions while submitting a new consultancy proposal w.e.f. 01.07.2017 onwards.


Asstt. Registrar (IRD)

DISTRIBUTION

1. All Heads of Depts./Centres/Schools: For information of all faculty members
2. A.R. (IRD) Accounts

CC: (1) Dean (R&D)
(2) Assoc. Dean (R&D)
(3) CW –Genl.(in)
(4) Ms. Bindu, IRD Unit
(5) P.S. to Dean (R&D) : for email to all faculty members



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STANDARD TERMS AND CONDITIONS OF CONTRACT FOR CONSULTANCY

Title of the Consultancy Job :

Name & Address of the Client :

Name and Dept./Centre of the Consultant Incharge :

The Institute through the CI/Co-CI will plan the Project in consultation with the Client. These terms and conditions govern 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.

1. **DECLARATION** : All work undertaken by the Consultant Incharge (CI)/Co-Consultant Incharge (Co-CI) at IIT Delhi as part of the project will be in good faith and based on material/data/other relevant information given by the client requesting for the work.
2. **RESPONSIBILITY/LIABILITY** : The Institute through CI/Co-CI undertakes to carry out the project as conscientiously as conditions allow, but accepts no economic responsibility whatsoever, should the work not lead to expected results. IIT Delhi shall not be held liable for any loss, damage, delay or failure of performance, resulting directly or indirectly from any cause, which is beyond its reasonable control (Force Majeure). The liability of IIT Delhi shall be limited to the funds received for the project.
3. **DISCRETION** : The Institute through CI/Co-CI undertakes to handle with discretion reports, results, the identity of the Client and all material specifically treated/marked confidential which the client places at the disposal of the CI/Co-CI in connection with the project at IIT Delhi, subject to Right to Information rules/regulations.
4. **SUB-CONTRACTING** : The Institute reserves the right to allow any work in connection with the project, experimental or otherwise, to be carried out by a third party as per Institute norms and procedures, provided this does not result in the danger of information of a confidential nature coming into the hands of unauthorized persons.
5. **RESULT OF THE PROJECT** : The results of all work done at the Institute by the CI/Co-CI in connection with the project, incorporated in written reports 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 CI/Co-CI/Institute reserves the right to use such results in connection with activities outside the scope of the project. 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 CI/Co-CI/Institute. Unless otherwise agreed, all reports are to be sent to the Client. The CI/Co-CI/Institute has the right to retain a copy.

Name & Signature of Consultant Incharge

Name & Signature of Client

6. **INTELLECTUAL PROPERTY RIGHTS** : All rights pertaining to any intellectual property generated/ created/invented in the due course of the project, will be the joint property of IIT Delhi and the Client. Terms and conditions regarding transferring/assigning/selling these rights to the Client shall be governed by a separate written agreement if required.
7. **PUBLISHING THE RESULTS/OUTCOME OF THE CONSULTANCY** : The results/outcome of the consultancy shall not be exploited by the Client organization for its business interests by using IIT Delhi'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 CI/Co-CI 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 undertake other projects in the same field provided – to the best of its knowledge and belief – there exists no danger of information of a confidential nature coming into hands of a third party.
10. **APPARATUS** : Instruments and/or equipment obtained in connection with the project and charged to the client remain the property of IIT Delhi, unless otherwise it is specifically agreed to by the Institute.
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 decision of IIT Delhi shall be final as far as reasonableness of the expenses is concerned. The Institute has also the right to terminate the project at any time except where otherwise agreed upon. The Client in this case will not be liable for any expenses incurred after the termination.
12. **PAYMENT** : The payment of consultation charges to IIT Delhi are to be made in advance and in full before the start of the project, *through Bank Transfer/ a demand draft drawn in favour of the Registrar, IIT Delhi and sent to the Consultant. Payments through cheque will not be accepted.* The charges will also include any applicable tax as prescribed by the Government of India or the Government of Delhi (or any other statutory body) from time to time.
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 a sole arbitrator to be nominated by the Director of the Institute for a reasoned Award. The seat of arbitration shall be within the campus of IIT Delhi and the language of arbitration shall be English. The Award of the arbitrator shall be binding on the parties to the dispute.
14. **DISCLAIMER** : The report on the consultancy project is the technical opinion of the CI/Co-CI based on his/their expertise in the particular area of research and in no way reflects the view(s) of IIT Delhi. IIT Delhi is not responsible for the accuracy or completeness of the report and the role of the Institute is limited to providing administrative support to the project.
15. **Goods and Services Tax** : As per GST Act 2017 , the Goods and Services Tax will be levied on total consultancy charges and this amount is to be borne by the Client (The applicable GST is @ 18% w.e.f. 01.07.2017).

Date: _____

Name & Signature of Consultant Incharge

Name & Signature of Client

Place: _____

(with office seal)

(with office seal)