

Date: 21.04.2026

ToR for Offers invited from firms specializing in IPR laws

The Basmati Export Development Foundation (BEDF) invites fresh offers from the law firms specialized in registration and protection of Intellectual Property to assist BEDF and the Agricultural and Processed Food Products Export Development Authority (APEDA), a Statutory Authority under the Ministry of Commerce, Government of India, in the task of registration and protection of Intellectual Property in respect of Basmati rice in India and abroad. APEDA is the registered proprietor for Basmati GI in India. It has also protected Basmati as a GI/certification trademark in other countries.

The selected firm will be engaged initially for a period of one year.

The detailed scope of the work to be undertaken by the law firm and other terms of reference may be seen at APEDA website www.apeda.gov.in.

Bids in two parts, Technical and Financial, in separate sealed covers super scribed as 'Bid for registration and protection of Intellectual Property in respect of Basmati Rice' are to be submitted by 6.05.2026 (3 p.m.) to:

**Secretary,
Agricultural & Processed Food Products
Export Development Authority (APEDA),
Ministry of Commerce, Govt. of India,
NCUI Building, 3 Siri Institutional Area,
August Kranti Marg, New Delhi 110 016.**

It may be noted that the selection procedure is a two-part process, wherein: (1) the shortlisted firms (that fulfil the qualifying requirements) will give a technical presentation before the Selection Committee and (2) the financial bids of those firms which score a minimum of 70% in the technical presentations will be opened. The firms would therefore be marked based on their technical presentation and the financial bid.

More details of the selection process can be found under the section titled 'Selection Procedure'.

A pre bid conference shall be held on **29.04.2026**.

Terms of Reference

APEDA is the registered proprietor for Basmati GI in India. Under Section 10A of the APEDA Act, 1985, APEDA is vested with the responsibility to protect the IPR of special products (such as Basmati rice) mentioned in the Second Schedule of the Act.

I. Scope of Work:

- 1) To advise BEDF/APEDA on the protection of 'Basmati' and its varietal names which have been notified from time to time under the Seeds Act -1961 vis-à-vis the entire spectrum of Intellectual Property laws and assist in registration/protection of 'Basmati' in India and abroad.
- 2) To monitor the national and international registers of trademarks and geographical indications on third party efforts to register the Intellectual Property in Basmati and its varietal names which have been notified from time to time under the Seeds Act -1961 and take requisite action in India and abroad.
- 3) To initiate action against potential threats to the name Basmati and its varietal names which have been notified from time to time under the Seeds Act -1961 in India and abroad through cease-and-desist notices, negotiations, oppositions, cancellations, court actions or other modes of action.
- 4) To represent BEDF/APEDA before all Courts of law in India and abroad, including the Geographical Indications Registry, Trademarks Registry and any other administrative or quasi-judicial authority empowered to take decisions in this regard.
- 5) To keep APEDA/BEDF updated of the actions (taken, ongoing & proposed) with respect to registration and protection of the intellectual property in Basmati in India and abroad by way of periodic status charts/reports in the manner prescribed by APEDA from time to time.
- 6) To engage/hire Associates (Lawyers/Consultants/Agencies/Service Providers) in foreign jurisdictions as per BEDF/APEDA's instruction & approval, to be obtained, prior to such engagement/assignment of work. Hold, organize and manage correspondence for APEDA/BEDF with said foreign Associates and keep APEDA/BEDF informed and updated of all correspondences (Telephonic discussions/video calls/ Emails/ Chats/Letter/ other physical or electronic communications) held with them (with or without BEDF/APEDA's participation) in connection with registration and protection of Basmati.
- 7) To attend meetings with officials of BEDF/APEDA/MOC/MOA and /or members of AIREA/Scientists/PUSA, etc. as and when required by APEDA/BEDF.

- 8) To assist BEDF/APEDA and India's negotiating team, in the protection of Basmati as a GI, in India's ongoing/future FTA engagements under the IPR chapter or under a standalone GI agreement.
- 9) To provide any miscellaneous services in connection with or incidental to the aforesaid main services.

Further, regarding the fees payable and the engagement of foreign associates and senior advocates for representing BEDF/APEDA, the following may be noted:

I. Fee for action in India before GI Registry/Trademark Registry/Copyright Board/various District Courts, High Courts and the Supreme Court relating to Intellectual Property vested in Basmati rice or any other products to be decided by BEDF/APEDA, will be paid as per fee payable to various categories of Central Government Counsel in accordance with Office Memorandum No. J-12011/6/2025-Judicial/E.158060 dt. 05.02.2026 (as revised from time to time by Government of India), issued by Government of India, Ministry of Law & Justice, Department of Legal Affairs, Judicial Section. The fee structure applicable to three categories of lawyers Group A, B & C will be applicable to the three levels of lawyers in the firm, i.e. level 1 such as Senior Partners, level 2 such as Retained Partners and level 3 such as Associates.

However, for a particular activity billing to BEDF is not expected in respect of more than one lawyer from level 1 & 2 and two lawyers from level 3.

In case, senior advocates from outside are engaged by the selected firm to represent BEDF/APEDA in any matter before a Tribunal, High Court or the Supreme Court, approval from BEDF/APEDA will be sought for the fee to be paid to them.

II. For taking action/executing tasks in foreign jurisdictions before any forum, authority or court of law, relating to Intellectual Property vested in Basmati rice or any other products to be decided by BEDF/APEDA, the selected law firm will engage Associates (Lawyers/Consultants/Agencies/Service Providers) based on their own independent assessment and as per the final decision of BEDF/APEDA. Opinion of the High Commission/ Embassy of India shall be taken, as required, for finalizing the engagement of foreign associates. These instructions and approvals shall be required to be obtained prior to such engagement/assignment of work.

While engaging the Foreign Associates, the law firm shall ensure that the firm is competent and well-equipped to represent BEDF/APEDA in its matters. The firm is expected to exercise due diligence to ensure that BEDF/APEDA gets the best possible legal representation.

The firm shall also negotiate with the Associates to ensure the lowest and most reasonable rates for representing BEDF/APEDA.

The selected law firm shall take prior approval from BEDF/APEDA for any fee to be remitted to such Foreign Associate. The Foreign Associate should not exceed the approved budget without the express written approval of BEDF/APEDA.

III. To monitor the national and international registers of trademarks and geographical indications on third party efforts to register the Intellectual Property in Basmati name for taking requisite action in India and abroad, Watch Agency will be appointed on competitive bid basis by the selected law firm with prior approval of BEDF/APEDA. Fee paid to the watch agency will be reimbursed by BEDF/APEDA.

IV. The firm is **required to quote a lump sum fee** which will be paid to it on monthly basis, over and above the fees as per I and II above. This lump sum fee shall cover activities required to be performed for protection of Intellectual Property vested in Basmati rice in India and foreign jurisdictions including legal aid and advice and all communication costs.

V. GST shall be payable extra as applicable from time to time.

VI. BEDF reserves the right to reject any offer or cancel the bid process.

II. Qualifying Requirements:

Applicants must qualify the following requirements to apply:

- a) The law firm must have been established and in operation for past 7 years or more having minimum annual revenue (turnover) of Rs 5 crore or more derived primarily from work related to Intellectual Property Laws in each of the 3 preceding financial years i.e. 2022-2023, 2023-2024 and 2024-2025. In support of this, a certificate from Chartered Accountant may be provided along with the technical bid.
- b) The law firm must have an experience of 5 years or more in handling matters relating to Trademarks and/or Geographical Indications (preferable). To substantiate this requirement, the applicant must provide details of the cases handled in India and abroad in a tabular format as shown below. (First cease and desist letters should be disregarded).

| Case title | Jurisdiction | Associate foreign law firm (if any) | Current status | Name of the attorney on record |
|-------------------|---------------------|--|-----------------------|---------------------------------------|
|-------------------|---------------------|--|-----------------------|---------------------------------------|

In the application, the applicant law firm must list their experience on a separate sheet of paper, on dealing with issues

relating to Geographical Indications and involvement in setting out the strategy for various products with a special focus on Agricultural commodities.

- c) A minimum of at least three attorneys of the applicant firm must have at least 10 years of standing at the Bar and should have domain knowledge of relevant international treaties, WTO Agreement and other regional agreements about Geographical Indications. The application must contain the resume of the attorneys concerned which enlists, *inter alia*, the years of experience in dealing with the issues, publications on the topic, books written, presentations at international conferences and any other kind of work done in the said domain.
- d) The applicant law firm must possess adequate facilities and infrastructure to monitor national and international trademarks and geographical indication registers.
- e) The applicant law firm must have a network of associate law firms or lawyers in major countries to facilitate carrying out assignments in the field of geographical indications and other IP laws. A list of the foreign law firms and associates should be provided with nature of relationships and whether the relationship is exclusive.

III. Selection Procedure:

The selection of the successful bidder shall be based on fulfilling the relevant requirements and scoring based on Technical and Financial criteria. BEDF/APEDA reserves the right to accept, reject or seek further clarifications on the details submitted in the proposal. The weightage of the technical bid is 70% & financial bid is 30%.

The financial bid (in the format given at the end of this document) is to be submitted in a separate sealed envelope.

A Committee in APEDA will carry out screening of the technical bid and shortlist the bidders fulfilling the prescribed requirements. The short-listed bidders will be required to make technical presentations before the selection committee.

| S. No. | Criteria | Score/Weightage |
|---------------|---|------------------------|
| 1. | Presentation on: a. Understanding of the activity and ideas to carry the task professionally. b. Experience in the field of IPR/GI law, notable current | 25 |

| | | |
|------------------------|--|---|
| | assignments and favorable verdicts. | |
| 2. | Number of GI cases filed in EU/Australia/USA and other major foreign jurisdictions during last five years. | Maximum marks: 10 (Above 5: 10 1 to 5: 5 None: 0) |
| 3. | Network of Foreign Associates in EU/Australia/USA and other major jurisdictions. | 10 |
| 4. | Composition of the team of experts identified and deployed for this assignment | 15 Note: For 3 experts having experience of 10 or more years :10 Marks, in case of more than 3 experts having such experience 2.5 additional marks for each expert, maximum-5 marks |
| 5. | Turnover of the Law firm during 2022-23, 2023-24 and 2024-25. | 10 Note: For 5 crores- 6 marks, each additional crore-1 additional mark up to 4 Crore, maximum 10 marks. |
| Total weightage | | 70 |

The marking would be done on all the presentations. The bidder who secures a minimum of 70% (49 out of 70 marks) in technical presentations will be short listed. The Financial bids of only these shortlisted applicants shall then be opened.

Financial bid will carry a maximum of 30 marks. The calculation of marking will have the following method:

L1 = 30 marks

$L2 = 30 \times \frac{L1}{L2}$ (the cost quoted by L1)/L2 (the cost quoted by L2)

and similarly L3, L4 - (depending on no. of agencies)

After the marks for the financial bid are obtained, the Technical and Financial marks will be added up and the bidder scoring highest aggregate marks will stand selected.

Selection Committee reserves the right to accept or reject any or all bids at any time prior to award of contract/order, without assigning any reasons and without incurrance of any liability on BEDF/APEDA. BEDF/APEDA also reserves the right to negotiate the prices with the selected bidders to bring down the prices.

IV. General Terms and Conditions

- I. The approved bidder will be required to work under the directions and guidance of BEDF/APEDA. It shall be the sole responsibility of the bidder to ensure all activities undertaken

by them for BEDF/APEDA are in accordance with the legal framework.

- II. The financial bid should be on bidder's letterhead mentioning the charges in Indian Rupees and should be inclusive of all taxes.
- III. The firm is required to identify its team, consisting of experts having 10 or more years of experience in dealing with IPR/GI law matters, for carrying out the assignment. **The firm shall provide the names and the details of the experience of the team members along with its technical bid.**
- IV. Once it has identified its team, the firm is expected to not change its team unless necessary. In case of any change in the team, the firm is required to seek prior written approval from APEDA. Further, a team member may be replaced by only such person having equivalent qualifications and experience as the replaced member.
- V. The bidders under this contract shall observe the highest standard of ethics during the period of engagement. The bidders must bear the cost associated with the preparation and submission of tender documents to BEDF.
- VI. BEDF/APEDA will reject a proposal for award of work if it is determined that the agency recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question or at any stage of its work.
- VII. A self-certified undertaking must be submitted mentioning that they have not been blacklisted by any government organization and the same is not applicable as on date.
- VIII. For interpretation of any clause of this document, the decision of Chairman BEDF/APEDA would be final and binding on both the parties i.e., bidder and BEDF.
- IX. The selected firm will share the copy of agreement/contract signed with its foreign counterpart/associate.
- X. The approved bidder must provide services as per the requirements mentioned in the ToR. In case the services rendered are not as per the requirement of APEDA, the selected firm will have to come up with a reasonable solution within a given timeframe (to be decided), failing which 10% will be deducted from the amount payable.
- XI. All the material sent to the bidder shall be treated as confidential and should not be disclosed in any matter to any unauthorized person under any circumstances.

Financial Conditions

1. Firms will not charge for any activity which is not listed in fee structure already agreed upon. The firm is expected to inform APEDA in case of any activity which is not usual and is essentially required for the IP to be kept in force. A written consent/ approval may be obtained from APEDA for such special instances.
2. (i) The firm shall submit single bill for the contract for the actual work done on quarterly basis and the bills will be paid within 02 weeks thereafter as far as possible. However, any deterioration in the services should not be there on the plea of delay in receipt of payment.

(ii) All the invoices should carry a proper reference number.
3. Invoice for each case would be separate. Invoices of less than USD 200 (or equivalent) may not be sent individually but clubbed together with subsequent actions of the case. In case there is no action due within 3 months period, then such small invoices may be sent to APEDA. APEDA will not admit the bills which are more than six months older than the date of actual action taken.
4. If the invoice has any official fee component, the receipt of the official fees duly attested by the firm must be appended with the invoice. In case, the official fee receipt is not provided or is issued delayed by the authority; copy of the notified schedule (rate card of patent office/IP office) reflecting (highlighting) the official fee for the said purpose may be appended.
5. The firm will have to certify (with supporting documents) that amount incurred on account of disbursement charges as claimed by foreign associate is reasonable and acceptable.
6. Forex conversion rate of RBI on the invoice date of Indian Attorney shall be applied. In case the rate for exchange for certain currencies is not available with RBI (i.e. www.rbi.org.in), rates available on www.xe.com or major nationalized bank shall be applied. Hence, any loss due to fluctuation in foreign currency conversion rate will be borne by Indian Attorneys.
7. The firm needs to certify by means of "Annual statement" by 31 May each year that all remittances have been made to their counterpart foreign associate where payment against bills received during last financial year. APEDA shall not be liable for any third-party claims against services obtained by the firm to whom this contract is awarded.
8. All payments due under the Contract shall be subject to the applicable tax laws in force in India.
9. For the purposes of international billing, the firm shall obtain

foreign associates bills directly in the name of BEDF and for this BEDF shall be liable to pay GST under RCM 'Import of Services'.

10. The Incidence of tax borne by Indian Attorney, GST Calculation on Import of Services and further the payment to foreign counterpart through banking mode/ Book Entry mode needs to be certified by their Statutory Auditor (Chartered accountant conducting the annual Statutory audit). The CA Certificate would ensure the correctness of the claims of Indian Attorneys.
11. No reimbursement of GST will be considered without CA certificate.
12. APEDA will endeavour to make the payment against the invoices raised by empaneled Indian Attorneys within 90 days' time from the date of receipt of Invoice in APEDA.
13. In case the firm fails to execute / perform the assigned works or part thereof, APEDA shall be authorized to make suitable deductions as deemed fit from the bills of the firm and charge penalty to the extent of loss.
14. Change in Constitution of Firm – If the firm modifies existing partnership or enters any fresh partnership or changes its legal status or the name of firm or any other crucial financial details, it will promptly inform APEDA with proper documentation.

Bids in two parts, **technical and financial, in separate sealed covers** super scribed as 'Bid for registration and protection of Intellectual Property in respect of Basmati Rice' are to be submitted by **6.05.2026 (3.00 p.m.)**.

A pre-bid conference shall be held on **29.04.2026**.

**Secretary,
Agricultural & Processed Food Products
Export Development Authority (APEDA),
Ministry of Commerce, Govt. of India,
NCUI Building, 3 Siri Institutional Area,
August Kranti Marg, New Delhi 110 016.**

Format for Financial Bid (in sealed cover, to be opened after technical evaluation of qualified firms)

| S. No. | Activity | Payment of fee/ reimbursement |
|---------------|--|---|
| I. | Fee for action in India before GI Registry/Trademark Registry/Copyright Board/various District Courts, High Courts and the Supreme Court relating to Intellectual Property vested in Basmati rice or any other products to be decided by BEDF/APEDA. | <p>(i) As per fee payable to various categories of Central Government Counsel in accordance with Office Memorandum No. J-12011/6/2025-Judicial/E.158060 dt. 05.02.2026 issued by Government of India, Ministry of Law & Justice, Department of Legal Affairs, Judicial Section.</p> <p>(ii) The fee structure applicable to three categories of lawyers Group A, B & C will be applicable to the three levels of lawyers in the firm, i.e. level 1 such as Senior Partners, level 2 such as Retained Partners and level 3 such as Associates.</p> <p>(iii) In case, senior advocates from outside are engaged by the selected firm to represent BEDF/APEDA in any matter before a Tribunal, High Court or Supreme Court. (Approval from BEDF/APEDA will be sought for the fee to be paid to them).</p> <p>Accepted</p> |
| II. | For taking action/executing tasks in foreign jurisdictions before any forum, authority or court of law, relating to Intellectual Property vested in Basmati rice or any other products to be decided by BEDF/APEDA, the selected law firm will engage Associates (Lawyers/Consultants/Agencies/Service Providers) based on their own independent assessment, | Accepted |

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| | opinion of the High Commission/ Embassy of India, and as per the final decision of BEDF/APEDA. These instructions and approvals shall be required to be obtained prior to such engagement/assignment of work. The selected law firm shall take prior approval from BEDF/APEDA for any fee to be remitted to such Foreign Associate. | |
| III. | To monitor the national and international registers of trademarks and geographical indications on third party efforts to register the Intellectual Property in Basmati name for taking requisite action in India and abroad, Watch Agency will be appointed on competitive bid basis by the selected law firm with prior approval of BEDF/APEDA. Fee paid to the watch agency will be reimbursed by BEDF/APEDA. | Accepted |
| IV. | The firm is required to quote a lump sum fee which will be paid on monthly basis over and above the fee as per I and II above. This lump sum fee shall cover activities required to be performed for protection of Intellectual Property vested in Basmati rice. | Rs.....per month |
| V. | GST/taxes will be payable extra as applicable from time to time. | |