

**The Directorate of Extension, Department of Agriculture &
Cooperation, Ministry of Agriculture, Government of India**

Section 1- Invitation for Bids

Title of Work: Adoption of Gender Friendly Tools by Women Farmers and its impact on their lives

1. The Directorate of Extension (hereinafter called “Employer”) has established a National Gender Resource Centre for Women in Agriculture. The National Gender Resource Centre for Women in Agriculture, acts as a focal point for convergence of all gender related activities and issues in agriculture and allied sectors within and outside the Department of Agriculture & Cooperation, add gender dimension to agriculture policies and programmes and to render advocacy / advisory services to the States/ UTs to internalize gender specific interventions for bringing the farm women in the mainstream of agriculture development.

2. The employer has invited Bid for conducting the study **Adoption of Gender Friendly Tools by Women Farmers and its impact on their lives**. More details on the services are provided in the Terms of Reference in this Tender document.

3. A firm will be selected on Combined Cost cum Quality basis System (CCQBS) with 50% weight to the Technical Bid and 50 % weight to Financial Bid. The **Combined Cost cum quality Method and procedures are described in this Bid document. (Section 1 Part II - Instructions to Bidders)**

4. The bid Document includes the following documents:

Section 1 – Invitation of bids

Section 1 Pt- II – Instruction to Bidders (including Data Sheet)

Section 2 - Technical Proposal - Forms

Section 3 - Financial Proposal - Forms

Section 4 - Terms of Reference

5. BACKGROUND INFORMATION:

5.1 A number of Gender Friendly Tools and Equipments have been developed to reduce the drudgery of women farmers. The objective of the

assignment is to study the adoption of these tools by Women Farmers and the resultant impact on their lives.

6. GIST OF IMPORTANT GENERAL CONDITIONS:

- 1) The entire study must be completed within 90 days.
- 2) Any prospective bidder can collect the Tender Document from National Gender Resource Centre in Agriculture (NGRCA) located in Directorate of Extension, Krishi Vistar Sadan, Pusa New Delhi The Tender Document is available on all working days. The Tender Document can also be downloaded from www.agricoop.nic.in.

3) SCHEDULE OF THE TENDER PROCESS:

- The bids (technical as well as financial) must be submitted latest Directorate of Extension, Krishi Vistar Sadan, Pusa within 20 days from the publication of the advertisement i.e. upto 6th April, 2015 by 03.00 PM.
 - Technical bids shall be opened within a week in the Syndicate Room, Krishi Vistar Sadan; Pusa the intimation of which will be given separately.
 - Date of opening of Financial Bids of technically eligible bidders (after evaluation of the Technical Bids) shall be intimated later.
- 4) Notwithstanding anything else contained to the contrary in this Tender Document, the DOE reserves the right to cancel/withdraw/modify fully or partially the 'Invitation for Bids' or to reject one or more of the bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

Section 2

Instructions to Bidders

Part I

1. Definitions

- (a) "Employer" or DOE means the Directorate of Extension, Department of Agriculture & Cooperation, Ministry of Agriculture; Government of India who have invited the bids for consultancy services and with which

the selected Consultant signs the Contract for the Services and to which the selected consultant shall provide services as per the terms and conditions and TOR of the contract.

(b) “Bidder’ means any entity or person or associations of person who submit their proposals that may provide or provides the Services to the Employer under the Contract.

(c) “Contract” means the Contract /agreement signed by the Parties

(d) “Day” means calendar day.

(e) “Government” means the Government of India

(f) “Instructions to Bidders” (Part 2 of the Tender Document) means the document which provides short-listed Consultants with all information needed to prepare their proposals.

(g) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Domestic Personnel” means such professionals and support staff who at the time of being so provided had their domicile in India.

(h) “Proposal” means the Technical Proposal and the Financial Proposal.

(i) “Assignment / job” means the work to be performed by the Bidder pursuant to the Contract.

(j) “Sub-Consultant” means any person or entity with whom the Bidder sub-contracts any part of the Assignment/job. **However, it is essential that the bid is submitted by the Lead Partner only.**

(k) “Terms of Reference” (ToR) means the document included in the Tender document as Section 4 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the assignment/job.

2. Introduction

- 2.1 The bidders are invited to submit their proposals for conducting a study 'Adoption of Gender Friendly Tools by Women Farmers and its impact on their lives ' Detailed scope of the assignment /Job has been described in Terms of Reference (Section-4)
- 2.2 The Employer will select a consulting firm/organization (the Consultant) from the bidders.
- 2.3 Bidders should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment/job and Local conditions, Bidders are encouraged to meet the Regional Home Economist (Employer's representative) in Room No. 102, Krishi Vistar Sadan, IARI, Pusa, before submitting the bid and to attend a **Pre-Bid meeting**, if and when such a meeting is held after considering bidders' queries). Bidders should contact the Employer's representative to obtain additional information on the pre-bid meeting. Bidders should ensure that these representatives are advised of the visit to provide adequate time to allow them to make appropriate arrangements.
- 2.4 The Employer will provide at no cost to the Bidders, the inputs and facilities to assist the bidders in obtaining licenses and permits needed to carry out the Assignment, and make available relevant project data and reports.
- 2.5 Bidders shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer is not bound to accept any bids, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the bidders.

3. Eligible Bidders

In order to be eligible for Technical Bid being opened, a Bidder must fulfill the following conditions:

- (i) The Bidder should be a registered company or a firm with a valid Sales Tax registration certificate and / or Service Tax registration certificate.
- (ii) A consortium of companies duly backed up by an Agreement is also eligible to participate subject to the following two conditions and satisfaction of the Tender Evaluation Committee:

- The bid should only be submitted by the lead partner of this consortium
 - The lead partner of this consortium shall be liable for adherence to all provisions of this Agreement.
 - The consortium will draw upon human, technical and other resources of all the members during implementation of the consultancy assignment. The Technical Bid shall include exact details in this regard, so that a consortium is not artificially created only to improve the score in the Technical Bid.
- (iii) The selected Consultant will not be allowed to substitute core staff without the consent of the DOE, DAC. If it is established that the core staff were offered in the proposal without confirming their availability, the Consultant will be disqualified and alternative arrangements will be made at short-listed consultant's cost.

4. Clarification and Amendment of Tender Documents

4.1 Bidder may request a clarification on any clause of the Tender Document up to 7 days before the last date for the submission of bid. Any request for clarification must be sent in writing, or by standard electronic means to the Employer's address indicated in the Part II Data Sheet or his/her representative as indicated in para 2.3. The Employer/her representative will respond in writing, or by standard electronic mean and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para 4.2 below.

4.2 At any time before the submission of proposals, the Employer may amend the Tender Document by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to Bidders and will be binding on them. Bidders shall acknowledge receipt of all amendments. To give bidders reasonable time in which to take an amendment into account in their proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of proposal.

5 Proposal

Each bidder shall submit only one proposal. If a Bidder submits or participates in more than one bid, such bids shall be disqualified.

6. Preparation of Bid

- 6.1 The Bid as well as all related correspondence exchanged by the Bidders and the Employer shall be written in English language, unless specified otherwise. Each bidder shall indicate acceptance once of terms and conditions of this documents in Form Annexure- A as part of the Technical Proposal.
- 6.2 In preparing their Bid, bidders are expected to examine in detail the documents comprising the Tender document. Material deficiencies in providing the information requested may result in rejection of a Bid.
- 6.3 Bidders are required to submit a Technical Proposal (TP) in forms provided in **Section-II**. The Technical Proposal shall provide the information indicated in the following paras from (a) to (d) using the attached Forms (Section 2). Form Tech – I in Section-2 is a sample letter of technical proposal which is to be submitted along with the technical proposal.
- (a) A brief description of the consultant's organization and in the case of a Consortium/ Joint Venture, each partner, will be provided in **Form Tech-2**. In the same Form, the consultant and in the case of a Consortium/ Joint Venture, each partner will provide details of experience of assignments which are similar to the proposed assignment/ job as per the terms of reference. For each Assignment/ job, Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award / copy of contract for all the assignments mentioned in the proposal.
- (b) A description of the approach, methodology and work plan for performing the Assignment/job covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form **TECH-3 of Section 2**. The work plan should be consistent with the Work Schedule (**Form TECH-6 of Section 2**) which will show in the form of a bar chart the timing proposed for each activity.
- (c) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member and their tasks is to be provided in **Form TECH-4 of Section 2**.

(d) CVs of the Professional staff as mentioned in para 6.3(c) above signed by the staff themselves or by the authorized representative of the Professional Staff (**Form TECH-5 of Section 2**).

6.4 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

7. Financial Proposals:

The Financial Proposal shall be prepared using the attached Forms (Section 3). It shall list all costs associated with the Assignment /job, including remuneration for staff and other miscellaneous expenses. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

8. Earnest Money Deposit (EMD and Bid Processing fees)

8.1 Earnest Money Deposit

- I. An EMD of Rs. 15,000/- (Rs. Fifteen thousand only), in the form of an irrevocable and unconditional Bank Guarantee of equivalent amount from a scheduled commercial bank in India, must be submitted along with the Proposal. The bank guarantee should be valid for a period not less than 6 months with 30 days claim period.
- II. Proposals not accompanied by EMD shall be rejected as non-responsive.
- III. The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract.

8.2 Forfeiture of EMD

The EMD shall be forfeited by the Employer in the following events:

- I. If the bidder indulges in any act or omissions which may be prejudicial to bid process
- II. If Bid is withdrawn during the validity period or any extension agreed by the consultant thereof.
- III. If the Bid is varied or modified in a manner not acceptable to the

Employer after opening of Proposal during the validity period or any extension thereof.

- IV. If Bidder tries to influence the evaluation process.
- V. If the First ranked Bidder withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as Withdrawal bid by the Bidder).

9. Submission, Receipt, and Opening of Proposal

- 9.1 The original Bids, both technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of **TECH-1 of Section 2, and FIN-1 of Section 3.**
- 9.2 An authorized representative of the bidder shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The signed Technical and Financial Bids shall be marked "ORIGINAL".
- 9.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the Assignment/job. The envelopes containing the Technical Proposals, Financial Proposals, EMD and bid processing fees shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number be clearly marked "DO NOT OPEN, BEFORE [time and date of the opening indicated in the Data sheet]". The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. **If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.**
- 9.4 The Proposals must be sent to the address/addresses indicated in the Section I sheet and received by the Employer no later than the time and the date indicated in the Section I, or any extension to this date in

accordance with **para 4.2** above. Any proposal received by the Employer after the deadline for submission shall be returned unopened.

10. Proposal Evaluation

- 10.1 From the time the Proposals are opened to the time the Contract is awarded, the bidder should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the bidders Proposal.
- 10.2 The Management & Monitoring Committee (MMC) constituted in the Department will carry out the entire evaluation process.
- 10.3 **Evaluation of Technical Proposals:** The MMC while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.
- 10.4 The MMC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data Sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data Sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the Technical Proposal will start first and at this stage the Financial Bid (proposal) will remain **unopened**. The evaluation criteria for the technical proposal has been given in Instructions to Bidders (Part-II)
- 10.5 **Public opening & evaluation of the Financial Proposals:** Financial proposals of only those bidders which are technically qualified and having at least 50% of marks in the technical bid shall be opened publicly on the date & time specified, in the presence of the Bidder's representatives who choose to attend. The name of the Bidder, their technical score and their financial proposal shall be read aloud.
- 10.6 After opening of financial proposals, CQCCBS method (50% for Technical Bid and 50% for Financial Bid) shall be applied to determine the highest ranked bidder eligible for award of the contract. The financial bids would be evaluated on a maximum of 50 marks. Proposal

with the lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. On the basis of the combined weighted score for quality and cost, the bidder shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract.

11. Negotiations

- 11.1 Negotiations will be held at the date, time and address intimated to the qualified and selected bidder. The invited bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Representative(s) conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.
- 11.2 Technical negotiations: Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Employer and the bidder/ consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Assignment/job”. Special attention will be paid to clearly defining the inputs and facilities required from the Employer to ensure satisfactory implementation of the Assignment/job. The Employer shall prepare minutes of negotiations which will be signed by the Employer and the bidder/Consultant.
- 11.3 Financial negotiations: After the technical negotiations are over, financial negotiations will be carried out in order to reflect any change in financials due to change in scope of work or due to clarification on any aspect of the technical proposal during the technical negotiations. Under no circumstance, the financial negotiation shall result in increase in the price originally quoted by the consultant.

12. Award of Contract

12.1 After completing negotiations the Employer shall issue a Letter of Intent to the selected Consultant and promptly notify all other Consultants who have submitted proposals about the decision taken.

12.2 Performance Security:

Within 7 days of issue of Letter of intent, the company shall furnish Performance Security to the DoE @ 15% of the total value of quoted bid by way of irrevocable and unconditional Bank Guarantee in favour of the DoE for a period to be specified in the award of work. The proceeds of the Performance Security shall be payable to the DoE as compensation for any loss resulting from the Company's failure to complete its obligations under the terms and conditions of the work.

The Performance Security regarding commencement of job/task will be discharged by DoE and returned to the company not later than 30 days following the date of completion of the company's performance related obligations under the terms & conditions of the work.

12.3 The bidder will sign the contract after fulfilling all the formalities/pre-conditions within 15 days of issuance of the letter of intent and commence the work in the right earnest to complete it within the time frame indicated in **Para 10 of Section 4`**.

13. Termination for Default:

The DOE may without prejudice to any other remedy for breach of terms and conditions (including forfeiture of Performance Security by written notice of default sent to the company, terminate the work/task in whole or in part after sending a notice to the Company in this regard.

- a) If the Company fails to deliver or complete the job assigned in the terms and conditions within the time period (s) specified in the Tender Document.
- b) If the Company fails to perform any other obligations under the terms and conditions.

14. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned

with the process, until the publication of the award of Contract.

15. Payment Terms

The payment will be milestone based with the specified outputs/deliverables under the Terms of Reference being the milestones. The release of milestone based payments will be dependent on submission of the outputs/deliverables specified under the ToRs.

Section -1

Part-II

INSTRUCTIONS TO BIDDERS

Appendix I

The Technical Proposals submitted by the consultant would be evaluated on the following Parameters

S. No.	Parameter	Yard-stick	Grading (marks)
A.	Presentation by Agency		Total Marks 40
		Understanding of TORs and scope of work	14
		Work Plan, methodology and tools proposed for assessing various parameters under scope of work	10
		Organization and staff to be deployed for the study	6
		Appropriateness of time lines proposed for assessing various parameters under scope of work	10
B.	Evaluation of Consultancy Firms experience including Financial Stability		60 Marks
1.	Financial Stability (income from studies only) in the last 3 years i.e. 2008-09 to 2010-11		Total Marks 5
		Less than 100 lakh	2
		100-150 lakh	3.5
		Over 150 lakh	5.0

2.	Cost of the most relevant Project in 3 years i.e. 2008-09 to 2010-11				Total Marks 5
		Less than 25 lakh			1
		25 -30 lakh			2.5
		30-35 lakh			3.
		More than 35 lakh			5
3	Experience of Agency in conducting gender related studies in 4 years (2007-08 to 2010-11)				Total marks 5
		Less than 5 studies	5-10 studies	More than 10 studies	
		2	3.5	5	
4	Experience of Agency in conducting evaluation and impact assessment of programmes in agriculture & allied areas from gender perspective in 4 years (2007-08 to 2010-11)				Total marks 5
		Less than 5 studies	5-10 studies	More than 10 studies	

		2	3.5					5				
5.	Experience of Agency in conducting studies on adoption of agriculture implements/ technologies in 4 years (2007-08 to 2010-11)											Total marks 5
		Less than 2 studies	2-3 studies					More than 3 studies				
		2	3.5					5				
6.	Qualification, experience											Total Marks 35
1.	Team	Qualification					Experience (years)					
		Phd	PG	De g	Dip	Certi ficate	Les s tha n 5	5-7	7-10	More than 10		
		5.0	3.0	2.0	1.0	0.5	0.5	1.0	1.5	2.0		
i)	Project Director											
ii)	Expert in Agriculture & allied areas											

iii)	Expert in agriculture machinery										
iv)	Expert in Sociology/Anthropology										
v)	Others										

Appendix II

Format for Detailed Evaluation of Quality

Summary Sheet

(Compiled from Appendix-I)

(Only for proposals considered as responsive)

S. No.	Name of the Consultant	Firm's Experience (Max. Marks)	Methodology & Work schedule (Max. Marks)	Qualifications of Key Professionals (Max. Marks)	Presentation	Total Marks

Section 2: Technical Proposal - Forms

FORM TECH-1: LETTER OF PROPOSAL SUBMISSION

To

The Director Administration & Head,
National Gender Resource Centre in Agriculture
Directorate of Extension,
Department of Agriculture & Cooperation
Krishi Vistar Bhawan, Pusa,
New Delhi

Dear Madam,

We, the undersigned, offer to conduct the Study “Adoption of Gender Friendly Tools by Women Farmers and its impact on their lives ” in accordance with Tender document dated [Insert Date]. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope and requisite EMD and bid processing fees. We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

2. If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

3. We understand you are not bound to accept any Proposal you receive.

4. I have carefully gone through the Terms & Conditions contained in the Tender Document regarding appointment of consultant for conducting the Study “Adoption of Gender Friendly Tools by Women Farmers and its impact on their lives ”. I declare that all the provisions of this Tender Document are acceptable to my Company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

We remain,

Yours sincerely,
Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Section -2

FORM TECH-II

ORGANIZATION AND EXPERIENCE OF CONSULTANCY AGENCY

A – Consultancy Agency

[Provide here a brief description of the background and organization of your firm/entity and each associate for this Assignment/job. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. Also if the consultant has formed a consortium, details of each of the member of the consortium, name of lead members etc shall be provided]

B - Experience of Consultancy Agency

[Using the format below, provide information on each Assignment/job for which your firm, and each partner in the case of consortium or joint venture, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting Assignment/job similar to the ones requested under this Assignment/job (If possible, the employer shall specify exact assignment / job for which experience details may be submitted). In case of consortium, association of consultant, the consultant must furnish the following information for each of the consortium member separately]

- 1.1 Firm's name:
- 1.2 Assignment/job name:
- 1.3 Description of Project
- 1.4 Approx. value of the contract (in Rupees)
- 1.5 Location within country:
- 1.6 Duration of Assignment/job (months) :
- 1.7 Name of Employer:

1.8 Address:

1.9 Total No of staff-months of the Assignment/job:

1.10 Approx. value of the Assignment/job provided by your firm under the contract (in Rupees):

Section -2

TECH FORM- III

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT/JOB

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

a) Technical Approach and Methodology

In this chapter you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should also explain the methodologies you propose to adopt to assess the various parameters indicated in the TORs and highlight the compatibility of those methodologies with the proposed approach.

b) Organization and Personnel to be deployed

Staff to be deployed for the study, qualifications of the personnel and the task to be assigned to each person along with justification for assigning the task should be indicated.

c) Work Plan -

The consultant should prepare a work Plan for the various activities to be undertaken. The dates for submission of the reports specified in the ToR should be clearly indicated and adhered to.

Section- 2

FORM TECH-IV

TEAM COMPOSITION AND TASK

ASSIGNMENT/JOBS

Professional Staff (core Team)

Sr. No	Name of Staff	Position in Agency	Qualifications	Area of Expertise	Task to be assigned for this assignment

FORM TECH-V

CURRICULUM VITAE (CV) FOR PROPOSED

PROFESSIONAL STAFF (Core & State Teams)

1. Proposed Position:

[For each position of key professional separate Form Tech-V will be prepared]:

2. Name of Firm:

[Insert name of firm proposing the staff]:

3. Name of Staff:

[Insert full name]:

4. Date of Birth:

5. Nationality:

6. Education:

[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and Division/Marks obtained]:

7. Membership of Professional Associations:

8. Other Training:

9. Countries of Work Experience:

[List countries where staff has worked in the last ten years]:

10. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

11. Employment Record:

[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]: To [Year]:

Employer:

Positions held:

12. Detailed Tasks Assigned

[List all tasks to be performed under this Assignment/job]

Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned [Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed in TORs.

Name of Assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

Place:

[Signature of staff member or authorized representative of the staff]

[Full name of authorized representative]:

Section-2

FORM TECH-VI

WORK SCHEDULE (TIME-LINE)

S. No.

1.

2.

3.

4.

1. Indicate all main activities of the Assignment/job, including delivery of reports (e.g.: inception, interim, draft and final reports), and other benchmarks such as Employer approvals. For phased Assignment/jobs indicate activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in the form of a bar chart.

Section 3

FINANCIAL PROPOSAL SUBMISSION FORM

FORM FIN-1

To,

The Director Administration
Directorate of Extension
Department of Agriculture & Cooperation
Krishi Vistar Bhawan,
Pusa, New Delhi

Dear Madam,

We, the undersigned, offer to carry out the Study “Adoption of Gender Friendly Tools by Women Farmers and its impact on their lives ” in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures]. This amount is inclusive of the Domestic taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in rejection of our financial proposal.

2. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiry of the validity period of the Proposal i.e 6 months from the last date for submission of bids

3. We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Section 3

FORM FIN-II

SUMMARY OF COSTS

S. No	Particulars	Amount in Indian Rupees (in figures)	Amount in Indian Rupees (in words)
	Remuneration/ professional fees/ salaries		
	Travel Expenses		
	Boarding & lodging		
	Documentation		
	Stationary		
	Contingencies/ Miscellaneous expenses		
	Service Tax / Any other tax		
	Total		

Authorized Signature:.....

Name:

Designation

Name of firm:.....

Address:.....

Section – 4

TERMS OF REFERENCE

FOR The Study

“Adoption of Gender Friendly Tools by Women Farmers and its impact on their lives”

1. INTRODUCTION

Background

Women constitute a major and critical work force in agriculture. Nearly 84% of all economically active women in India are engaged in agriculture and allied activities. They are major producers of food in terms of value, volume and hours of work. Beyond the conventional market oriented narrower, definition of ‘productive workers’, almost all women in rural India can be termed as ‘farmers’ in some sense – working as agricultural labourers, unpaid workers in the family and farm enterprises or combination of two. The Rural India is, thus, witnessing a process which can be termed as ‘feminization of agriculture’.

Agriculture operations in India are predominantly carried out by women and draught animal power. Agriculture through tractors and other forms of mechanical power has been introduced extensively in the recent years. Women play a crucial role in agriculture development and allied fields including in the main crop production, livestock production, horticulture, post harvest operations, agro/social forestry, fisheries, etc. The nature and extent of women’s involvement in agriculture, no doubt varies greatly from region to region. Even within a region, their involvement varies widely among different ecological sub-zones, farming systems, castes, classes and stages in the family cycle. But regardless of these variations, there is hardly any activity in agricultural production, except ploughing in which women are not actively involved. In some of the farm activities like processing and storage, women predominate so strongly that men workers are numerically insignificant. All the arduous work like clod breaking, removal of stubbles, seed sorting & treatment, seed bed preparation, planting/transplanting, weeding, harvesting and threshing, winnowing, shelling/decorications, milling, post harvest work etc still continue to be performed by women only using traditional tools and equipment which cause lot of drudgery. In addition to performing household chores, the women are required to

participate fully in crop production. It is generally felt that, the available agricultural technologies are not women friendly as they are not designed taking into consideration the women's ergonomic measurements, there exists a communication gap between design engineers and farm planners and also the lack of women's access to articulate their felt needs.

The tools/equipments available have been primarily developed for male workers, and women workers have to use them whenever required. As a result, the output is lower and many occupational health problems also crop up.

Ministry of Agriculture, Government of India has encouraged scientists to develop and field test important agricultural tools and equipments for use by women farmers to reduce their drudgery both in Crop Production as well as Crop Processing areas. In addition to the National Resource Centre for Women in Agriculture (now upgraded to Directorate) - a committed institution for such activities, the scientists under All India Coordinated Research Project run by the State Agricultural Universities is also engaged in this kind of work. These centres work towards identifying the gender issues and test appropriateness of available farm-technologies / programmes/policies with women's perspective , for promoting gender mainstreaming in research and extension for empowerment of farm women and capacity building of scientists and policy makers to respond to the needs of farm women.

The improved hand tools and equipment try to achieve one or more of the following:

- Reduce drudgery.
- Ease women's work in term reduction of work hours and enhancement of production
- Increase utilization efficiency of inputs.
- Ensure timeliness in field operations and reduce turn around time for next crop.
- Increase productivity of human-machine system.
- Conserve energy.
- Improve quality of work and also quality of produce.
- Enhance the quality of work and also quality of produce.
- Enhance the quality of work life of agriculture workers.

There are more than 50 improved hand tools/manually operated equipment developed by various research organizations in the country. Out of these 32

hand tools/equipment have been identified which can be suitable for women workers. The list of such tools and equipments is as under:-

List of Gender Friendly Tools & Equipments

1. Seed Treatment Drum
2. Naveen Dibbler
3. PAU Refined Seed Drill
4. CIAERefined Seed Drill
5. Paddy Drum Seeder-4 Row
6. Manual Rice Transplanter- 4 Row
7. Cono Weeder
8. Grubber Weeder
9. Weeder (Wheel Hoe)
10. Fertilizer Broadcaster- Refine
11. Spraying Kit
12. Naveen/Baihav Sickle
13. Sugarcane Stripper
14. Tubular Maize Sheller
15. Rotary Maize Sheller
16. Hand OperatedMaize Dehusker- Sheller
17. Comb Type Groundnut Stripper with four stools.
18. Groundnut Decorticator (Sitting Type)
19. Groundnut Decorticator (Standing Type)
20. Pedal Thresher with safety cover on loop For Paddy
21. Hanging Type Cleaner Grader With Sac Holder
22. Pedal cum Power Operated Cleaner cum Grader
23. Mini Dhal Mill
24. Hand Operator Chaff Cutter

25. Wheel Barrow
26. Cotton Stalk Puller
27. Hand Ridger
28. Bhindi Plucker
29. Fruit Harvester
30. Hand operated paddy winnower (CRRI)
31. Head Load Manager
32. Protective clothing Capron (Cotton picking bag)

Objective

The broad objective of the assignment is to study the **extent of** adoption of Gender Friendly Tools by Women Farmers and its impact on their lives in following terms along with the factors limiting their adoption.

- Reduce drudgery.
- Ease womens work in term reduction of work hours and enhancement of production
- Increase utilization efficiency of inputs.
- Ensure timeliness in field operations and reduce turn around time for next crop.
- Increase productivity of human-machine system.
- Conserve energy.
- Improve quality of work and also quality of produce.
- Enhance the quality of work and also quality of produce.
- Enhance the quality of work life of agriculture workers.

Coverage

The study is to be undertaken in 10 districts @ 2 districts each in *five* States, one each in the **five** zones viz North, East, South, West and North East. Accordingly, **five** States i.e. **UP (North Zone); Maharashtra (West Zone); Orissa (East Zone); Andhra Pradesh (South Zone)** and **Assam (North East)** have been identified.

Sample Size

In each district at least 150 women should be covered @ 50 women from each block. Out of the selected sample, at least 80% should be involved in agriculture and 40% of these should be using these tools or intend to use them.

Scope of work

The scope of work includes the following:

- (i) To prepare an inventory of gender friendly tools available in crop production, crop processing and Post Harvest Management areas.
- (ii) To study the extent of adoption/use of gender friendly equipments adopted by women farmers in the states under the study and the reasons for non adoption of specific implements by women farmers in these states.
- (iii) To study the perception of farm women regarding drudgery reduction by use of gender friendly tools and equipment in these states
- (iv) To study the income generation potential by women farmers through use of gender friendly equipment on custom hiring basis in these states
- (v) To suggest region specific recommendation for modifications of equipments to meet the specific needs of women farmers in the states under the study.
- (vi) To study/document the efforts undertaken by Government/ others to promote these equipments in the villages and recommendations to popularize the same.
- (vii) To study marketing potential and availability of gender friendly equipments in the states under the study
- (viii) To study the after sales services and training for effective use of the equipments by the women in the states under the study along with the level of their satisfaction.
- (ix) To study the Govt. subsidy available to women farmers of each state for the purchase of equipments in the states under the study.
- (x) To study the difficulties in adoption of available gender friendly tools/equipments by women farmers along with ways and means to overcome them.

EXPECTED OUTPUT

The output of the assignment will be an Evaluation Report covering all aspects as stated in the Objective & Scope of Work under para above. It shall contain Executive Summary and pictorial documentation.

ELIGIBILITY OF CONSORTIUM:

The invited agencies are allowed to include other organizations or individuals not belonging to their firm in their core team for implementing the assignment. The selected Consultant will not be allowed to substitute core staff without the consent of the DAC. If it is established that the core staff were offered in the proposal without confirming their availability, the Consultant will be disqualified and the process will be continued with the remaining proposals.

REVIEW AND MONITORING

The following Management and Monitoring Committee (MMC) shall select the consultant, supervise its work and take related decisions:

FACILITIES TO BE PROVIDED

The Extension Division of the Department of Agriculture & Cooperation would use its good offices to assist the consultant in obtaining requisite information from the offices concerned of the Govt. of India.

9. PAYMENT SCHEDULE AND REPORTING

9.1 The mode of payments to be made in consideration of the work to be performed by the Consultant and submission of different reports shall be as follows:

25 % of contract value	After unequivocal acceptance of Letter of Award and submission of inception report The date of issue of letter through which payment is sent to Consultant will be treated as the start date. This letter will also be faxed or emailed to the Consultant.
25 % of contract value	Submission of Intermediate Status Report within 30 days from the date of start of work.
25 % of contract value	On submission of Draft Report within 45 days from the date of start of work.

25 % of contract value	On acceptance of Final Report.
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10. DURATION

10.1 The study will have to be completed in 90 days. The time taken by the DAC to give comments at various stages of work will not be counted towards this duration.

10.2 Time over run may be liable to penalty @ 1% (one percent) of the total cost of the study per day for maximum of fifteen calendar days beyond which it will tantamount to breach of the contract and in that case the Consultant will have to refund the entire money paid to them along with an interest of 18% per annum.

11. PRESENTATIONS

11.1 The Consultants may, as necessary, be required to make the following presentations:

- a. On their proposal before Technical Evaluation is completed;
- b. Before signing of contract and commencement of work;
- c. On the intermediate Status Report;
- d. On the Draft Report; and
- e. On the Final Report.

12. SUBMISSION OF REPORT

12.1 All the reports shall be submitted in the form of:

- Master copy in loose sheets with photographs, capable of yielding good photocopies;
- 10 bound hard copies, DTP produced of high quality;
- E-mail; and
- Loaded on CD of good quality.

13. ADDITIONAL WORK

- 13.1 The Consultant may be invited by the DAC to undertake work, which is either directly related to the above Scope of Work or is required by way of additional work for improving implementation of the scheme, on mutually agreed terms and conditions. The DAC reserves the right to award additional work to another Consultant, as appropriate.

Section 5

Form of Contract (Agreement)

This Agreement made on this _____ day of _____ Two Thousand and _____ between the President of India acting through the Director, Directorate of Extension, Department of Agriculture & Cooperation, Ministry of Agriculture, Government of India, New Delhi (hereinafter called the 'Client', which expression, unless excluded or the context otherwise required, shall include its successors and assigns) on the one hand and _____ having its registered office at _____, an Organization/ Limited Company/Partnership Firm/Sole Proprietorship concern/ Individual /established /incorporated under (the Act/Law, if any) through its duly authorized signatory (hereinafter called 'the Agency', which expression, unless excluded or the context otherwise required, (shall include its administrators, successors and permitted assigns) on the other hand'.

WITNESSETH:

- A. WHEREAS the Client has decided to conduct a study/an assignment titled '.....' Based on the Terms of Reference (TOR) given in Annexure – I, as amplified by particulars given in Annexure – II.
- B. AND WHEREAS the Client is desirous of engaging the services of the Agency for the above purpose, in accordance with this Agreement (hereinafter referred to as Services).
- C. AND WHEREAS the Agency has agreed to render such Services.

NOW, THEREFORE IT IS HEREBY AGREED between both parties to the Agreement as follows:

- 1. The Agency shall adhere to the objectives, scope, tasks, outputs, methodology, completion schedule and various other terms and conditions laid down in this Agreement and Annexure- I & II to this Agreement for rendering the Services.
- 2. The Agency shall render the services to the total satisfaction of the Client and as per the technical specifications given in Annexure-I & II. The decision of the Client about satisfactory rendering of the services including various related items will be final and shall not be challenged by the Agency on any ground whatsoever.

3. For violation, if any, of Intellectual Property Rights (IPR) of any body, the Agency is liable for compensation and the Agency shall be responsible to keep indemnified the Client and shall be required to pay license fee to the other party and any other payment required to square up the matter regarding any infringement of IPR of any third Party (ies).
4. The Agency would draw up a Project Inception Report (PIR) within one fortnight indicating the proposed field arrangements and the detailed logistics to conduct the study/complete the assignment. The Agency would make a presentation on PIR before the Client and also modify the PIR in accordance with suggestions of the Client before starting the work.
5. The Schedules I, II and the ToRs given in Annexure I & II attached to this Agreement shall be deemed to be an integral part of this Agreement.
6. The date of commencement of services shall be as specified in **Schedule-I** of this Agreement.
7. The date of satisfactory completion of services shall be the date which the Client accepts by issuing an appropriate certificate of satisfactory completion of services, subject to such date being on or before the **completion date** given in Schedule I and other terms and conditions of this Agreement.
8. The consideration payable by the Client to the Agency for satisfactory completion of the service shall be as stated below (and also given in **Schedule-II**) which will be strictly adhered to and the Agency is answerable to the Client for the amount paid at every stage as under:
 - a. Ist Installment: (The amount and the stage on which payment is to be made, to be specified)
 - b. IInd Installment: (The amount and the stage on which payment is to be made, to be specified)
 - c. IIIrd Installment : : (The amount and the stage on which payment is to be made, to be specified)
 - d. Final Installment: (The amount and the stage on which payment is to be made, to be specified)

- e. Total amount to be paid to the Agency = Rs. _____ (in words also)
9. If the terms of payment defined in **Schedule-II** relate to phase-wise progress of rendering the services, each such phase shall be deemed to have been completed subject to such conditions, as contained therein, if any, on issue of a letter acknowledging receipt, such letter being duly signed by an authority authorized on this behalf by Client.
 10. If the terms of payment contemplate payment to the Agency of any advance, such arrangement shall be subject to the Agency securing the agreed amount of the advance by an unconditional and irrevocable bank guarantee in favour of Client, from a Nationalized Indian Bank. Such bank guarantee shall be valid up to six months beyond the entire period allowed by the Client to the Agency to complete the relevant stage of the work to the full satisfaction of the Client.
 11. Client shall have full rights to monitor the progress of services being rendered by the Agency at all stages and to give suitable instructions and directions as deemed fit by the Client within the purview of the Annexure I & II. The Agency shall implement such modifications unconditionally.
 12. Client shall have right at all times to enter the premises and work area of the Agency for the purposes of inspection of the progress of the services.
 13. If during the course of monitoring the work of the Agency, Client is satisfied that the services being rendered are not to its complete satisfaction, then, Client shall have the right to cancel the Agreement after giving a notice of 15 days and have the work completed by any other body at the sole risk and cost to the Agency. This shall be without prejudice to Client's right to call back advance, invoke bank guarantee and impose such recoveries, penalties and sanctions as it deems fit.
 14. In case the Client finds it necessary to abandon the work and terminate the services of the Agency before the completion of the work, at any stage, for reasons which are not wholly attributable to

the Agency, it may be done after making payments to the Agency for the services actually rendered for carrying out the work till the date of termination and the Agency shall provide the Client with any report or part thereof or any other information and documentation gathered under this Agreement prior to the date of such termination. The total amount of advance paid to the Agency but unutilized at the time of such termination shall be returned by the Agency to the Client.

15. The Agency will hire such Subject Matter Consultants, as required by them who will ensure technical soundness of the subject leading to the satisfactory completion of work.
16. Any consultant, workman/officer/employee or agent etc. engaged by the Agency for the purpose of rendering services under this Agreement shall always be and continue to be the employee or agent of only the Agency and not of Client, and Client shall not be liable or responsible for any loss, accident, damage suffered by the Agency, any employee or agent of the Agency or any person claiming under the Agency, arising in or out of the execution of this work in any manner whatsoever.
17. If at any point of time it is necessary to make amendment to the Provisions in Schedule I or II, such revisions, if accepted by both parties, shall be included by appropriate amendment to this Agreement duly signed by both the parties.
18. The time for completion being essence of this Agreement, if the Agency delays, fails or defaults, the Client may, without prejudice to the other rights to the Client to recover from the Agency the damages for breach of contract, may recover from the Agency as agreed Liquidated damages (and not by way of penalty) a sum equivalent to 1% of the contract value for each week or a part thereof, for delay beyond the stipulated date of completion given in Schedule-I, subject to a maximum of 10% of the contract value. Any delay beyond ten weeks of the agreed time frame, the Client, will have the option to encash the Bank Guarantee, without any notice to the Agency.
19. In case of any dispute between the Client and the Agency arising out of or in relation to the Agreement, the dispute shall be referred to arbitration of a sole arbitrator to be appointed by the Secretary,

Department of Agriculture & Cooperation, Ministry of Agriculture; Government of India in consultation with the Law Secretary, Department of Legal Affairs, Government of India. The Arbitration and Conciliation Act, 1996 shall be applicable to arbitration under this clause. The award of the arbitrator shall be binding on the parties to the dispute provided; however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary or any other officer when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The place of arbitration shall ordinarily be at New Delhi but may be changed by the arbitrator for sufficient reasons.

20. The Agency shall fully indemnify the Client against all liability arising out of action, demands, and proceedings resulting from negligence or breach attributable solely to the Agency. Similarly, the Client shall fully indemnify, the Agency against all liability arising out of action, demands, proceedings resulting from negligence or breach attributable solely to the Client. This Clause shall survive the termination or expiration of the Agreement executed by the parties provided that there shall be no indemnity on either side in cases of indirect, remote or consequential damages including loss of profit or loss of business, by the other party.
21. Without prejudice to the Agency's liability towards the workmen, employees and agents, the Agency will be responsible to purchase and keep in force appropriate insurance coverage with regard to the liabilities stated under Clause 20 above. The Agency shall maintain workers' compensation, employment liability insurance for their staff on the assignment. The Agency shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the Agency or its staff. The Agency shall provide the Client with certification thereof upon demand.
22. The Agency shall be liable to pay the taxes, duties, fee, levies and other impositions levied under the Applicable Law for the conduct of the Study or to carry out the assignment.

23. The Agency undertakes to conduct the study/carry out the assignment in accordance with the highest standards of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment, and to ensure that the staff assigned to perform the services under this Agreement, will conduct themselves in a manner consistent herewith.
24. The Agency is required to undertake the Tasks specified in Annexure I & II. The Agency shall submit the reports to the Client in the quantity and the manner stated below:-
- (a)
 - (b)
25. The Authorized signatory of the Agency is required to submit the letter of Authorization issued by the Board of Directors/ Governing Body or any other authentic Governing body of Agency as the case may be.
26. (i) **Force Majeure** shall include un-predictable, un-foreseen, catastrophic and Natural calamities or acts of God, beyond the control of both the parties and not brought about at the instance of the Party claiming to be affected by such event or which, if anticipated or foreseeable, could not be avoided or provided for and which has caused the non-performance or delay in performance, such as earthquake, flood, land slide, epidemic, drought, hail storm, high variation in temperature, fire, war, curfew, riots, existing on or after the effective date of this Agreement which prevent totally or partially the fulfillment of the obligations of one or both the parties.
- (ii) The party invoking Force Majeure shall provide to the other party confirmation of the existence of facts constituting Force Majeure. Such evidence shall consist of a statement of certificate of any Governmental Department or Agency. If such a statement or certificate cannot reasonably be obtained, the party claiming Force Majeure may, as a substitute therefore, make a notarial statement describing in detail the facts claimed to constitute Force Majeure and the reasons, why such a certificate or statement confirming the existence of such facts can not reasonably be obtained.
- (iv) During the period that the performance by one of the parties of its obligations under this Agreement has been suspended by an event of Force Majeure, the other party may likewise suspend the

performance of all or part of its obligations hereunder, except for payment of any amounts then already due and payable.

(v) Should the period of Force Majeure continue for more than six calendar months, either party may terminate this Agreement without liability to the other party, except for payments due as of the termination date, upon giving written notice and recovery of advance payment including invoking of Bank Guarantees?

27. All notices required or allowed to be given hereunder shall be made by either:
- a. Delivery in person with signed receipt.
 - b. Telex/Fax properly transmitted to the parties, or
 - b. Registered mail

28. All notices shall be addressed to the parties respectively as follows: -
For Agency:-

For Client: -

Regional Home Economist _____ Directorate of
Extension, DAC

Ministry of Agriculture,

New Delhi.

Or to such other address or telex/Fax number as either party may from time to time specify by written notice to the other party on notices and communications sent by registered mail in accordance with Clause 27 and 28 shall be deemed to have been received by the addressee in the ordinary course even if returned with remarks such as 'not found', 'left without address', 'premises locked', 'refused', or any similar remark.

29. The Agency hereby warrants that the services rendered to Client shall be of highest quality and shall be in full compliance of the Specifications laid down in Annexure I & II to this Agreement.

30. All final plans, drawings, specifications, designs, reports and other documents or software submitted by the Agency in the performance of the services shall become and remain the property of the Client. The Agency may retain a copy of such documents, but shall not use them for purposes unrelated to this contract without the prior written approval of the Client. The Intellectual Property Right, if any, in the study/assignment shall exclusively vest in the Client.
31. The Agency also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this Agreement, shall be for all time and for all purposes, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the Client's written permission.
32. The Management and Monitoring Committee would be the Competent Authority for condoning any delay on account of reasons not attributable to or beyond control of the agency.
33. Nothing contained in this Agreement shall be construed as establishing or creating between the Parties a relationship of master and servant or principal and agent.
34. Neither this Agreement nor any rights under it may be assigned, transferred or sub-let by any party without the prior written consent of the Party.
35. Delay or omissions to take any action under this Agreement shall not constitute waiver. No waiver by any Party of any one or more obligations or defaults by any other Party in the performance of this Agreement shall operate or be construed as a waiver of any other obligations or defaults whether of a like or of a different character.
36. The Agency shall at all time indemnify Client against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Agency's) employees or agents or by the Client's employees, agents or property any other third Party resulting from or by any operation conducted by or on behalf of the Agency.

37. The Agency shall notify the Client of any material change in their status, shareholding or that of any Guarantor of the Agency, in particular, where such change is likely to have impact on performance of obligations under this Agreement.
38. This Agreement shall not be amended, modified, varied or supplemented in any respect except by an instrument in writing signed by all the Parties, which shall state the date from which the amendment or modification shall become effective.
39. Subject to Clause 19, the Courts at Delhi shall alone have jurisdiction in the matters arising out of or in respect of this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and have executed these presents this _____ day of _____.

CLIENT

Signed

for and on behalf of the
President of India

By: _____

In presence of _____

AGENCY

Signed

for and on behalf
of XYZ Agency

(Authorized signatory)

Duly authorized vide

Resolution No. _____ dated

_____ of its Board of

Directors/Board of Governing

Body

By: _____

In the presence of _____

SCHEDULE - I

Date of commencement :

Date of completion :

For Client

For Agency

(Authorized signatory)

(Authorized signatory)

For and on behalf of the President of
India

duly authorized vide
Resolution No._____ dated
_____ of its Board
of
Directors/Boar
d of Governing Body

SCHEDULE - II

Payments to the Agency will be made in stages as under:

- a) Ist Installment: (The amount and the stage on which payment is to be made, to be specified)
- b) IInd Installment: (The amount and the stage on which payment is to be made, to be specified)
- c) Final Installment: (The amount and the stage on which payment is to be made, to be specified)

For Client

For Agency

(Authorized signatory)

(Authorized signatory)

For and on behalf of

Duly authorized vide

the President of India

Resolution

No. _____ dated

_____ of its Board of
Directors/ Board of
Governing Body