

**AGREEMENT
FOR PREPARATION OF PRE-PROJECT BASE LINE SURVEY REPORT**

THIS AGREEMENT is made on this the day of, 20.... at Anand by and between:

NATIONAL DAIRY DEVELOPMENT BOARD (NDDB), a body corporate formed under the National Dairy Development Board Act, 1987 (37 of 1987) and having its Head Office at NDDB Campus, Opp. Jagnath Mahadev Mandir, Khetiwadi Road, Anand – 388 001, District: Anand, Gujarat, hereinafter referred to as 'NDDB' which expression shall (unless it be repugnant to the context and meaning) mean and include its successors and assigns of the **ONE PART**.

AND

The, Co-operative Milk Producers Union/Federation Ltd formed under the Co-operative Societies Act,and having its Office at, hereinafter referred to as the 'Union', which expression shall (unless it be repugnant to the context and meaning) mean and include its successors and assigns of the **SECOND PART**.

Or

M/s., a Producer Company formed under the Companies Act, 2013 and having its Office at, hereinafter referred to as the 'Union', which expression shall (unless it be repugnant to the context and meaning) mean and include its successors and assigns of the **SECOND PART**.

The "NDDB" and the "Union/ Federation /Producer Company" shall hereinafter be collectively referred to as "Parties" and individually as "Party".

WHEREAS, the GoI, Ministry of Agriculture accorded approval for implementation of centrally sponsored scheme "National Program for Bovine Breeding and Dairy Development (NPBBDD)" which will be implemented throughout the country during 12th Five Year Plan (2013-2017). This Scheme has two components (a) National Programme for Bovine Breeding (NPBB) and (b) National Programme for Dairy Development (NPDD).

AND WHEREAS, a proposal is mandatory to be submitted to the Dept. of Animal Husbandry, Dairying & Fisheries (DAHDF) by the End Implementing Agency (EIA) before the Funds are released for the NPDD component to all Milk

Unions being the EIA. The State proposals shall be scrutinized by the DAHDF and sanctions will be issued with the approval of the Competent Authority.

AND WHEREAS NDDDB's programmes and activities seek to strengthen farmer cooperatives and support national policies that are favorable to the growth of such institutions and NDDDB's efforts to promote cooperative principles and cooperative strategies. The NDDDB has been contributing a lot to the development in dairy industry and agriculture sector in rural India and as such was declared as an Institution of 'National Importance' by The National Dairy Development Board Act, 1987 .

AND WHEREAS the party of the Second Part is inter-alia engaged in the business of

AND WHEREAS the party of the Second Part approached the NDDDB for its support in preparing, finalizing and submitting it to the party of the Second Part, exclusively a pre- project Baseline Survey Report **only** (hereinafter referred to as 'the Project') for submitting to the DAHDF.

AND WHEREAS the NDDDB has agreed to provide specified services in relation to the Project as per the standard terms and conditions described herein below;

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

The reports shall under the Scheme, be prepared in the prescribed format and as per guidelines of the DAHDF and as requested by the party of the Second Part vide its written communication to the NDDDB.

The NDDDB shall not be further liable to the party of the Second Part, once the said report is handed over to the party of the Second Part for their further submission before the Competent Authority.

That the report provides an executive summary, basis of selection of district/Block/village etc, methodology and outcome of the survey.

The completion timeline for the Project shall be as mutually decided by the parties.

ROLES OF BOTH THE PARTIES

Below are the roles of the parties specified;

A. Role of NDDDB

1. The NDDDB shall be formulating Survey Methodology in assistance of the party of the Second part as per requirement, if any.
2. The NDDDB shall have liberty of selection of Sample Villages for conducting such pre-project Base Line Survey Report.
3. The NDDDB shall ensure utmost care while Data Entry & Validations.
4. The NDDDB shall carry out Data Processing and analysis with due care
5. The NDDDB, after the aforesaid steps carryout the Baseline Report Writing and submit it to the party of the Second Part.

B. Role of party of the Second Part

1. The party of the Second Part shall identify the investigators in sample villages and share with NDDDB
2. The party of the Second Part shall also arrange to provide facility for training as and when required at its own cost.
3. The party of the Second Part shall arrange for printing of Questionnaires in adequate quantity at its own cost.
4. The party of the Second Part shall be responsible for supervision of data collection at its own cost
5. The party of the Second Part shall pay towards investigators remuneration
6. The party of the Second Part shall ensure sending filled in questionnaires to NDDDB Anand/RO.
7. The party of the Second Part shall assist in providing required information as per project annexure-I to VII given in DADF guideline for preparation of Pre-project Baseline report.
8. The party of the Second Part shall arrange to furnish Completion/acceptance letter to NDDDB upon submission of the said Report to the party of the Second Part.

CONSULTANCY CHARGES:

The NDDDB shall charge @ Rs.1.5 lakh per district for preparation and its submission of the said pre-project Baseline Survey Report only to the party of the Second Part. The aforesaid consultancy charges shall be charged to the party of the Second Part exclusive of applicable taxes. All applicable taxes will be borne by the party of second part at the time of payment. (The party of the Second Part shall clearly specify the number of Taluka/s in a district or the number of districts for which the aforesaid pre-project Baseline Survey Report is to be prepared while executing this Agreement.) The number of Talukas (sub-district as per census of India 2011) in each district is immaterial for amount

of Consultancy charges and it shall be Rs.1.5 lakh only for the said district. In event of more than district being involved under the scope of preparation of pre-project Baseline Survey Report, the Consultancy charges would increase @ Rs.1.5 lakh per district.

The party of the Second Part shall ensure that NDDDB receives the said Consultancy charges within 15 days of submission of final pre project baseline survey report.

Intellectual Property Rights (IPRs)

The IPRs of both the parties shall be respected.

The agreement shall be valid for(days/months/year) and may be extended upon mutual written consent.

This Agreement shall terminate on occurrence of either of the following events;

- i. Upon due submission of the pre-project Baseline Survey Report to the party of the Second Part and consultancy charges received by NDDDB.
- ii. Violation or breach of roles mentioned hereinabove.
- iii. Efflux of time.

Two months' prior written notice shall be required from either party for termination of the said Agreement.

The Union shall indemnify NDDDB in respect of all claims, damages, compensation or expenses payable, if any, in consequences of any injury or accident sustained by any workman, artisan or invitee or other person in or upon the premises whether in the employment of any Contractor or Sub Contractor or any other agency, engaged for or involved in the Project.

FORCE MAJEURE

Neither NDDDB nor the Union shall be considered in default in performance hereunder if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, wind, flood, terrorist activities, earthquake or because of any law and order, proclamation, regulation or ordinance of any Government or any Act of God or of any other cause whether of similar or dissimilar nature beyond the reasonable control of the party affected. Should one or both the parties be prevented from fulfilling their contractual obligations by a State of Force

Majeure lasting continuously for a period of six months, the two parties shall consult with each other regarding the future implementation of the agreement.

ARBITRATION

In the event of any dispute in the interpretation of the terms of the order/contract or difference of opinion between the parties on any point in the order/contract arising out of or in connection with the agreement /accepted order/contract or with regard to performance of any obligation hereunder by either party, the parties hereto shall use their best efforts to settle such disputes or difference of opinion amicably by mutual negotiations. In case no agreement is reached, either party may forthwith give to the other, a notice in writing within one month of the existence of such question, dispute or difference of opinion and the same shall be referred to the Chairman, NDDB whose decision in the matter shall be final and binding on the parties. The courts at Anand alone shall have jurisdiction regarding any matter arising out of order /contract.

IN WITNESS WHEREOF BOTH THE PARTIES OF THIS AGREEMENT have hereunto set their hands and seal the day, month and year first above written.

(Authorized signatory)
National Dairy Development Board

In the presence of Witnesses:

1. Signature :

Name :

Address :

2. Signature :

Name :

Address :

(Authorized signatory)

....., Co-operative Milk Producers Union/Federation Ltd.
Or
.....Producer Company

In the presence of Witnesses:

1. Signature :

Name :

Address :

2. Signature :

Name :

Address :