

**Guidelines for the implementation of the component of “Research on disability related technology, products and issues” under SIPDA**

**(Effective from 2018-19)**

**1. Objectives:**

- a) To promote research of service models and programmes on the basis of life cycle needs (e.g. Public awareness, advocacy, early intervention, education, vocational training, employment, adult independent living, full participation in the society) holistic development of the individuals and their families and creating an enabling environment for the empowerment of the persons with disabilities.
- b) To initiate and sustain innovative applied and action research to improve the quality of life.
- c) To promote research in prevention and prevalence of disability and the application of science and technology to the development of indigenous, appropriate aids and appliances.
- d) To broaden the areas of disability research to include critical disability studies covering the perspective of human rights, law, economics, sociology, anthropology, technology, etc.
- e) To involve existing bodies to incorporate disability as one of their priority areas for research.
- f) To evolve strong linkages between research findings and policy and planning and practice.
- g) To initiate and develop monitoring and evaluation of research.
- h) To ensure active and compulsory involvement of persons with disabilities in applied research and product development projects in area of disability.

**2. Implementing agency**

Department of Empowerment of Persons with Disabilities shall be the implementing agency for the component. The operation of the component will be overseen by a Steering Committee headed by Secretary, Department of Empowerment of Persons with Disabilities. The composition of the Steering Committee is at para 4(i) below.

### **3. Components of the Scheme**

- (i) Research and Development of assistive technology and product development devices for rehabilitation and education of PwDs.

Department of Science and Technology will assist the Department of Empowerment of Persons with Disabilities to support products/devices to be taken up for development under the scheme. Further action, like administrative approval, financial concurrence and disbursement of grants shall be taken up by the Department of Empowerment of Persons with Disabilities.

- (ii) Study/survey on issues related to disability sector.

### **4. Operational Arrangements**

- (i) The operation of the Scheme will be overseen by a Steering Committee headed by Secretary (DEPwD). The composition of the Steering Committee will be:-

1.	Secretary, DEPwD	Chairman
2.	Secretary & Dir, ICMR	Member
3.	Secretary, DST	Member
4.	Director, IIT, Delhi	Member
5.	DS, CSIR	Member
6.	JS & FA, DEPwD	Member
7.	JS, DEPwD	Member
8.	CMD, ALIMCO	Member
9.	Director, DEPwD	Member Secretary

- (ii) Before the beginning of each financial year (preferably before the end of January of the preceding financial year), the Scrutiny-cum-Technical Committee consisting of the following, will recommend to the Steering Committee the research product and the subjects/topics for study/survey, etc. from time to time, consistent with the thrust areas and important issues related to disabilities before National Institutes/Department of Empowerment of Persons with Disabilities:-

1.	CMD, ALIMCO	Chairman
2.	All Directors of NIs	Members
3.	Rep. of Secretary, DST	Member
4.	Rep. of Director, IIT, Delhi	Member
5.	Rep. of Secy & Dir, ICMR	Member
6.	Rep. of PREM Divn, SJ&E	Member
7.	Director, DEPwD	Member Secretary

- (iii) Every proposal received in the Department, shall be scrutinized and evaluated by the Scrutiny-cum-Technical Committee under the component of R&D and submit for recommendation of the Steering Committee.

## **5. Terms of payment**

### **(a) For research and development**

- (i) First installment: 40% of the fees on signing of the agreement;
- (ii) Second installment: 35%, subject to (a) submission of the draft project report within the time frame stipulated in the agreement and (b) a presentation on the draft project report being made before the Steering Committee at New Delhi and the draft project report being found to be generally acceptable;
- (iii) Third and final installment: Balance 25% on submission of the final project report/product and its acceptance by the Government. Any delay in submission of project report without due approval by the Ministry will attract a penalty of 5% per week and the balance 25% will be forfeited on delay in submission of the project report beyond 5 week from the stipulated date. The final payment will be made within 6 week on acceptance of the project report/product and submission of bills, etc. by the agency.

### **(b) For study/survey**

- (i) First installment: 30 per cent of the fees on signing of the agreement;
- (ii) Second installment: 30 per cent, subject (a) submission of the draft study/survey report within the time frame stipulated in the agreement and (b) a presentation on the draft project report being made before the Steering Committee at New Delhi and the draft project report being found to be generally acceptable.
- (iii) Third and final installment: Balance 40 per cent on submission of the final study/survey report and its acceptance by the Government. Any delay in submission of study/survey report without due approval by the Ministry will attract a penalty of 5% per week and the balance 40% will be forfeited on delay in submission of the project report beyond 5 week from the stipulated date. The final payment will be made within 6 weeks on acceptance of the study/survey report and submission of bills etc. by the agency.

## **6. Other general terms and conditions:-**

- (i) The assignment should be completed within the time stipulated in the agreement. Delay in submission of the report beyond the stipulated till will attract penalty as provided for in the agreement. For factors beyond the control of the institution given the assignment, suitable extension in time may, however, be granted at the request of the institution.
- (ii) The Government shall not pay any extra amount for any escalation in cost of the assignment beyond the time period stipulated in the agreement.
- (iii) The total fee for the project as agreed with the Department will include service tax and other tax, if any and the liability of payment of the tax will be of the institution.
- (iv) During the current of the assignment, Government may modify the Terms of Reference and other terms and conditions of the assignment, if necessary, in order to strengthen/deepen its scope/coverage. As far as possible, such modifications will not be made more than once during currency of study and with the due concurrence of the institutions concerned. In case, there is cost escalation due to substantial and major changes in the Terms of Reference, such cost shall be restricted to a maximum of 25% over and above the original cost subject to the approval of Integrated Finance Wing.
- (v) 10 hard copies of the final report, 15 hard copies of the executive summary and 50 CDs containing the final report shall be submitted before releasing the final installment of payment.
- (vi) The draft/final report and the contents thereof would be the intellectual property of the Government and would not be published by the Institution concerned without prior approval of the Government.
- (vii) In case of consultant/team leader during the currency of research/study, the new consultant/team leader may be appointed by the institution with the prior approval of the Ministry.
- (viii) The consultant will notify the Government of any material change in their status, shareholding or that of any Guarantor of the consultant, where such change would impact on performance of obligations of the consultant under the Agreement.
- (ix) If the performance of the Institution during the currency of the research/study is not found to be satisfactory, the agreement can be terminated and the amount already paid to the institution will be recovered.
- (x) The raw data/processed data/findings should not be disclosed by the Institution to any third party without prior approval of the Government.

## **7. Forms of LOI, TOR and Agreement**

Copies of standard forms of LOI, TOR and Agreement are enclosed at **Annexure-I, Annexure-II and Annexure-III** respectively.

**ANNEXURE -I**  
**Ministry of Social Justice & Empowerment**  
**Department of Empowerment of Persons with Disabilities**  
**Government of India**  
**Pt Deendayal Antyoday Bhawan**  
**New Delhi-110003**

**No.**

**Dated:**

To

(Insert: Name and Address of Institution/Consultant)

Sub:- Letter of Invitation for Assignment under SIPDA Component of Research on Disability related technology, products and issues

Sir/Madam,

We invite proposal proposal for the Assignment titled “\_\_\_\_\_” . More details of the assignment are provided in the Terms of Reference (TOR).

2. This letter of Invitation has been addressed to the following short listed institutions/consultants:

(insert: List of Sort-listed Consultants)

It is not permissible to transfer this invitation to any other institution.

3. With this Letter of invitation, the following documents are enclosed:

- (i) Terms of Reference (TOR) of the Assignment.
- (ii) Standard form of Certificates to be included in the proposal (**Annexure-IA), Annexure-IB and Annexure-1C**).
- (iii) Standard form of Agreement
- (iv) Copy of the Scheme

4. We will be happy to receive your proposal for undertaking this Assignment. The evaluation of the proposal(s) received will be done by the Scrutiny-cum-Technical Committee referred to in paragraph 4(ii) of the Scheme document and the Steering Committee referred to in paragraph 4(i) of the scheme document will decide to the selection of Institution/partner/consultant for research products or surveys/studies. The decision of the Steering Committee will be communicated to you.

5. Your proposal may be sent in sealed cover so as to reach the undersigned by \_\_\_\_\_ (date).

Thanking you and looking forward to hearing from you.

Yours faithfully,

( )  
Designation

**CONSULTANT’S ORGANIZATION AND EXPERIENCE**

**A - Consultant’s Organization**

[Provide here a brief (not more than two pages) description of the background and organization of our entity and each associate, if any, for this assignment]

**B – Consultant’s Experience**

[Using the format below provide information on each assignment for which your entity and each associate for this assignment, was contracted for carrying out consulting services similar to the ones requested under this assignment]

<b>Assignment name</b>	<b>Approx. value for the contract (in Rupees)</b>
Country: Location within country:	Duration of assignment (months)
Name of client:	
Address:	
Start date(month/year) Completion date (month/year) :	
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader)”
Narrative description of project :	
Description of actual services provided by your staff within the assignment	
Description of actual services provided by your staff within the assignment :	

Firm’s name:\_\_\_\_\_

\_\_\_\_\_

**ANNEXURE-IB**

General Description of Team :

Sl. No.	Name of Team Leader & Staff	Position	Input (staff -month
1.			
2.			
3.			
5.			
6.			
7			
8.			

Note: CV of the Team Members to be provided to the following in the format given at Annexure-1BA



**CURRICULAM VITAE (CV) OF PROPOSED  
PROFESSIONAL STAFF FOR THE ASSIGNMENT**

1. Proposed Position [only one candidate shall be nominated for each position]:

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2, Name of Entity [insert name of entity proposing the staff]: \_\_\_\_\_

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3. Name of staff [insert full name] : \_\_\_\_\_

4. Date of Birth: \_\_\_\_\_ Nationality\_\_\_\_\_

5. Education: [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

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6. Membership of Professional Associations: \_\_\_\_\_

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7. Publications (Indicate books, research papers and other articles published in reputed journals)

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8. Other Training(s): [indicate significant training since degrees under 5- Education were obtained]

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9. Countries of Work Experience : [List countries where staff has worked in the last ten years]:

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10. 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, position held]

From [Year]: \_\_\_\_\_ To [Year] \_\_\_\_\_

Employer \_\_\_\_\_

Positions held \_\_\_\_\_

11. Detailed tasks assigned  
[List all tasks to be performed under this assignment]

12. Work undertaken that Best Illustrates Capability to Handle the tasks assigned:  
[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 10] :

Name of assignment or project: \_\_\_\_\_

Year \_\_\_\_\_

Location \_\_\_\_\_

Client: \_\_\_\_\_

Main project features: \_\_\_\_\_

Positions held: \_\_\_\_\_

Activities performed : \_\_\_\_\_

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

\_\_\_\_\_ Date: \_\_\_\_\_

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

Full name of authorized representative \_\_\_\_\_

**CONSULTANT'S FINANCIAL PROPOSAL**

- a) Cost of the Study/Survey/Research Product : Rs.  
(based on team and staff inputs and all  
Necessary activities as per ToR)
- b) Service Tax : Rs.
- c) Total cost (a+b) : Rs.

Note: No separate payment towards overheads, equipment, accommodation, procurement of primary and/or secondary data, necessary travel (if any), etc. shall be allowed.



**AGREEMENT FOR CONSULTING SERVICES  
FOR SURVEYS, STUDIES AND RESEARCH PROJECTS**

**AGREEMENT**

THIS AGREEMENT is entered into this [insert starting date of assignment] between the President of India acting through Secretary, Department of Empowerment of Persons with Disabilities [Government of India] having its principal place of business at [insert client's address], and [insert Consultant's name] ("the Consultant") having its principal office located at [insert Consultant's address] acting through \_\_\_\_\_.

WHEREAS, the Government wishes to have the Consultant perform the assignment hereinafter referred to, and

AND WHEREAS, the Consultant is willing to perform this assignment,

NOW, THEREFORE, THE PARTIES hereby agree as follows:-

1. Services
  - (i) The Consultant shall perform the assignment specified Annex A, "Terms of Reference and Scope of Assignment," which an integral part of this agreement (the "Assignment").
  - (ii) The Consultant shall provide the personnel listed in Annex B, "Consultant's Personnel", to perform the Assignment.
  - (iii) The Consultant shall submit to the Government the reports in the form and numbers and within the time periods specified in Annex C, "Consultant's Reporting Obligations".
  
2. Term  
The Consultant shall perform the Assignment [within \_\_\_\_ months from the date of this Agreement], or any other period as may be subsequently agreed by the parties in writing, subject to liquidated damages for the delay attributable to the Consultant.
  
3. Payment
  - A. Ceiling  
For the Assignment, the Government shall pay the Consultant the sum of [insert amount]. This amount includes all of the Consultant's costs and deliverables as well as any tax obligation that may be imposed on the Consultant.
  - B. Schedule of payments:  
The schedule of payments is specified below:  
[insert currency and amount] upon the Government's receipt of a copy of this Agreement signed by the Consultant;  
[insert currency and amount] upon the Government's receipt of the draft report from Consultant,

acceptable to the Government' And  
[insert currency and amount] upon the Government's  
receipt of the final report from Consultant and  
acceptable to the Government;  
[insert currency and amount]: Total

- C. Payment Conditions: (i) Payment on signature of this agreement shall be made against a bank guarantee of equivalent amount from a Scheduled Bank in favour of the Government \_\_\_\_\_ till receipt of the draft report from Consultant and acceptable to the Government.  
(ii) Final payment shall be made not later than 6 weeks, following submission by the Consultant of complete invoices in duplicate to the Coordinator designated in paragraph 4 or acceptable of the Report by the Government whichever is later.

4. Project Administration

A. Coordinator The Government designates Shri/Smt [insert name and designation] as the Government's Coordinator, for this Assignment. The Coordinator will be responsible for the coordination of the activities under this Agreement, for acceptance and approval of the reports and of other deliverables by the Government and for receiving and approving invoices for the payment.

B. Reports The reports listed under Para 6 and 7 of the guidelines of the Scheme shall be submitted in the course of the Assignment and will constitute the basis for the payments to be made under para 3

5. Performance Standards

The Consultant undertakes to perform the Assignment with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly but not later than \_\_\_\_Days replace any employees assigned under this Contract that the Government considers unsatisfactory.

6. Confidentiality

The Consultant shall not disclose any proprietary or confidential information relating to the Services, this Agreement or the Government's business or operations without the prior written consent of the Government.

7. Ownership of Material

Any studies, reports or other material, graphics, software or otherwise prepared by the Consultant for the Government under the Agreement shall belong to and remain the property of the Government. The Consultant may retain a copy of such documents and software for the purpose of this Agreement.

8. Insurance	The Consultant will be responsible for taking out any appropriate insurance coverage at its own cost.
9. Re- Assignment	The Consultant shall not re-assign this Agreement or Sub-contract any portion of it without Government's prior written consent.
10. Dispute Resolution	Any dispute arising out of the Agreement, which cannot be amicably settled between the parties, shall be referred for arbitration [in accordance with the provision of ..... Act] to an arbitrator nominated by the Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time, shall be applicable. Courts in Delhi shall have jurisdiction in the matter.
11. Events of Default	<p>(i) Delay in furnishing of any report within the period mentioned for in Annex 'C' provided that there shall not be default for the period of Force Majure and delays solely attributable to the Government.</p> <p>(ii) Any report being non-acceptable to the Government for lack of professional quality.</p> <p>(iii) Breach of any of the terms of this agreement.</p>
12. Conse- quences of Default	<p>(i) On the occurrence of any of the event of default on the part of Consultant, the Government may terminate this Agreement and claim refund of any money paid or invoke the bank guarantee and refuse to make any more payment.</p> <p>(ii) In case of default being limited to delay only not exceeding 5 weeks, the Government, may in the alternative, claim the agreed liquidated damages @ 5% of the amount of contract for every week of delay, not exceeding in any case 25% of the amount of contract. The amount of liquidated damages shall be withheld and/or recovered from the payment to be made to the Consultant.</p>
13. Force Majure	<p>The Parties shall be entitled to excuse performance of their respective obligations to the extent they are unable to perform the contract by an event of Force Majure. A party claiming relief on this account shall immediately on becoming aware of Force Majure event give notice to the other party disclosing the manner in and the period during which performance of its obligation is likely to be affected.</p> <p>For the purpose of agreement Force Majure means Acts of God, wars or similar action affecting India Civil Commotions or general strike (excluding by its</p>

own employees) lying beyond the reasonable control of the affected Party.

14. Notice

The address of the Parties for all communication is Government:

Consultant:

All notices with the aforesaid address sent by pre-paid registered post or speed post or sent by fax with confirmation of its delivery or email shall be deemed to have been served and received by the addressee within the time they should have been delivered/received at the addressee's end.

Any change of address will not be valid unless acknowledged by the other party.

IN WITNESS WHEREOF, the representatives of the Parties to this Agreement being duly authorized have hereunto set their hands and have executed those present this \_\_\_\_\_ day of \_\_\_\_\_-

For and on behalf of President  
Of India (The Government)

Signed by \_\_\_\_\_

Designatin \_\_\_\_\_

In present of \_\_\_\_\_

FOR THE CONSULTANT

Signed by \_\_\_\_\_

Designation \_\_\_\_\_

In presence of \_\_\_\_\_