



ARIAS SOCIETY

Assam Rural Infrastructure and Agricultural Services Society

(An Autonomous Body of the Govt. of Assam)

**Project Coordination Unit (PCU) of the World Bank financed
Assam Agribusiness and Rural Transformation Project (APART)**
Agriculture complex, Khanapara, G.S. Road, Guwahati-781022 (Assam, India)
Tel: +91 361-2332125; email: spd@arias.in, website: www.arias.in

CONTRACT FOR CONSULTANT'S SERVICES Lump-Sum

Project:

**Assam Agribusiness and Rural Transformation Project
(APART)**

(Project ID: P155617, IBRD Loan No. 8780-IN)

(Procurement Plan Reference No.: IN-ARIAS-5207-CS-QCBS-CDTA)

CONTRACT No.: ARIAS/APART/CD/182/2017/147

Between

**Assam Rural Infrastructure and Agricultural Services
Society (ARIAS Society)**

Project Coordination Unit, Agriculture Complex, Khanapara, G.S. Road,
Guwahati-781022 (Assam, India); email: spd@arias.in

And

M/s Grant Thornton India LLP,

21st Floor, DLF Square, Jacaranda Marg, DLF Phase II, Gurgaon - 122002;

Email: kunal.sood@in.gt.com ;

For the Consulting Services for:

**“Formation of Industry Associations (IAs) &
Implementation of Agro Industrial Development Plans
(AIDPs): Cluster Development Technical Agency (CDTA)”**

Country: India

Date of Signing: 24th May 2019





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ARIAS Society

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I. Form of Contract

LUMP-SUM

This CONTRACT (hereinafter called the "Contract") is made the 24th day of the month of May, 2019 between, on the one hand, Assam Rural Infrastructure and Agricultural Services Society (ARIAS Society), Project Coordination Unit, Agriculture Complex, Khanapara, G.S. Road, Guwahati-781022 (Assam, India) (hereinafter called the "Client") and, on the other hand, M/s Grant Thornton India LLP, 21st Floor, DLF Square, Jacaranda Marg, DLF Phase II, Gurgaon- 122002; (hereinafter called the "Consultant").

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received a loan from the *International Bank for Reconstruction and Development (IBRD)* toward the cost of the Services and intends to apply a portion of the proceeds of this loan to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the loan agreement, including prohibitions of withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the loan agreement or have any claim to the loan proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (including Attachment 1 "Fraud and Corruption");
 - (b) The Special Conditions of Contract;
 - (c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Breakdown of Contract Price
 - Appendix D: Form of Advance Payments Guarantee (DELETED)
 - Appendix E: Minutes of Negotiation
 - Appendix F: Technical & Financial Proposal of the Consultant

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.



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2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Authorized Representative for and on behalf of
Consultants: Signature:

Authorized Representative for and on behalf of
Client: Signature:



(Signature)
 (Kunal Sood, Partner)
 M/s Grant Thornton India LLP,
 21st Floor, DLF Square, Jacaranda Marg, DLF Phase
 II, Gurgaon- 122002;
 Email: kunal.sood@in.gt.com

(Signature)

(Vinod Seshan, IAS)
 State Project Director
 Assam Rural Infrastructure and Agricultural
 Services (ARIAS) Society, Agriculture Complex,
 Khanapara, G.S. Road, Guwahati-781022 (Assam,
 India); Tel: 0361-2332125; email: spd@arias.in

Witness -1:

Witness -2:

Ahshan Khan
 (AHSHAN KHAN)
 ASSISTANT MANAGER
 GRANT THORNTON INDIA LLP

(Signature)
 JAGDEEP SINGH
 VCDS, ARIAS Society

II. General Conditions of Contract

A. GENERAL PROVISIONS

<p>1. Definitions</p>	<p>1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none">(a) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time.(b) "Applicable Regulations" means Procurement Regulations for IPF Borrowers of date specified in Special Conditions of Contract (SCC).(c) "Bank" means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).(d) "Borrower" means the Government, Government agency or other entity that signs the financing agreement with the Bank.(e) "Client" means the implementing agency that signs the Contract for the Services with the Selected Consultant.(f) "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.(g) "Contract" means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).(h) "Day" means a working day unless indicated otherwise.(i) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.(j) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.(k) "Foreign Currency" means any currency other than the currency of the Client's country.(l) "GCC" means these General Conditions of Contract.(m) "Government" means the government of the Client's country.(n) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.(o) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.(p) "Local Currency" means the currency of the Client's country.(q) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.(r) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.(s) "Procurement Regulations" means the World Bank's Procurement Regulations for IPF Borrowers,(t) "SCC" means the Special Conditions of Contract by which the GCC may be
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	<p>amended or supplemented but not over-written.</p> <p>(u) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.</p> <p>(v) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.</p> <p>(w) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.</p>
2. Relationship between the Parties	2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
3. Law Governing Contract	3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
4. Language	4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
5. Headings	5.1. The headings shall not limit, alter or affect the meaning of this Contract.
6. Communications	<p>6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.</p> <p>6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.</p>
7. Location	7.1. The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
8. Authority of Member in Charge	8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
9. Authorized Representatives	9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.
10. Fraud and Corruption	10.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Attachment 1 to the GCC.
a. Commissions and Fees	10.2 The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.
B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT	
11. Effectiveness of Contract	11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

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12. Termination of Contract for Failure to Become Effective	<p>12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.</p>
13. Commencement of Services	<p>13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.</p>
14. Expiration of Contract	<p>14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.</p>
15. Entire Agreement	<p>15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.</p>
16. Modifications or Variations	<p>16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.</p>
17. Force Majeure	
a. Definition	<p>17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.</p> <p>17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p>
b. No Breach of Contract	<p>17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.</p>
c. Measures to be Taken	<p>17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which</p>

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	<p>such Party was unable to perform such action as a result of Force Majeure.</p> <p>17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:</p> <ul style="list-style-type: none"> (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred. <p>17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.</p>
18. Suspension	<p>18.1. The Client may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.</p>
19. Termination	<p>19.1. This Contract may be terminated by either Party as per provisions set up below:</p>
a. By the Client	<p>19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):</p> <ul style="list-style-type: none"> (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18; (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1; (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days; (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract; (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13. <p>19.1.2. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.</p>
b. By the Consultant	<p>19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.</p>

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	<p>(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.</p> <p>(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.</p> <p>(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.</p>
c. Cessation of Rights and Obligations	19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.
d. Cessation of Services	19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.
e. Payment upon Termination	19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant: <p>(a) payment for Services satisfactorily performed prior to the effective date of termination; and</p> <p>(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.</p>
C. OBLIGATIONS OF THE CONSULTANT	
20. General	
a. Standard of Performance	<p>20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.</p> <p>20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.</p> <p>20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.</p>

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<p>b. Law Applicable to Services</p>	<p>20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.</p> <p>20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when</p> <p>(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or</p> <p>(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.</p> <p>20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.</p>
<p>21. Conflict of Interest</p>	<p>21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</p>
<p>a. Consultant Not to Benefit from Commissions, Discounts, etc.</p>	<p>21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.</p> <p>21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.</p>
<p>b. Consultant and Affiliates Not to Engage in Certain Activities</p>	<p>21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.</p>
<p>c. Prohibition of Conflicting Activities</p>	<p>21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.</p>
<p>d. Strict Duty to Disclose Conflicting Activities</p>	<p>21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.</p>
<p>22. Confidentiality</p>	<p>22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.</p>
<p>23. Liability of the Consultant</p>	<p>23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law.</p>

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<p>24. Insurance to be taken out by the Consultant</p>	<p>24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.</p>
<p>25. Accounting, Inspection and Auditing</p>	<p>25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.</p> <p>25.2 Pursuant to paragraph 2.2 e. of Appendix to the General Conditions the Consultant shall permit and shall cause its subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 10.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).</p>
<p>26. Reporting Obligations</p>	<p>26.1 The Consultant shall submit to the Client the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.</p>
<p>27. Proprietary Rights of the Client in Reports and Records</p>	<p>27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.</p> <p>27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.</p>
<p>28. Equipment, Vehicles and Materials</p>	<p>28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.</p> <p>28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.</p>

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D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS	
29. Description of Key Experts	29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in Appendix B .
30. Replacement of Key Experts	30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts. 30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.
31. Removal of Experts or Sub-consultants	31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Client's written request, provide a replacement. 31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement. 31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client. 31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.
E. OBLIGATIONS OF THE CLIENT	
32. Assistance and Exemptions	32.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to: (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services. (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract. (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents. (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services. (d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country. (e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services. (f) Provide to the Consultant any such other assistance as may be specified in the SCC.



33. Access to Project Site	33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.
34. Change in the Applicable Law Related to Taxes and Duties	34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1
35. Services, Facilities and Property of the Client	35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A .
36. Counterpart Personnel	36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix A . 36.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
37. Payment Obligation	37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in Appendix A and in such manner as is provided by GCC F below.
F. PAYMENTS TO THE CONSULTANT	
38. Contract Price	38.1 The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in Appendix C . 38.2 Any change to the Contract price specified in Clause GCC 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in Appendix A .
39. Taxes and Duties	39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC. 39.2 As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.
40. Currency of Payment	40.1 Any payment under this Contract shall be made in the currency (ies) of the Contract.
41. Mode of Billing and Payment	41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1. 41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in Appendix A . The payments will be made according to the payment schedule stated in the SCC. 41.2.1 <u>Advance payment:</u> Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii)



	<p>is to be in the form set forth in Appendix D, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the SCC until said advance payments have been fully set off.</p> <p>41.2.2 <u>The Lump-Sum Installment Payments</u>. The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p> <p>41.2.3 <u>The Final Payment</u>. The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p> <p>41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.</p> <p>41.2.4 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.</p>
42. Interest on Delayed Payments	42.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.2.2 , interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC .
G. FAIRNESS AND GOOD FAITH	
43. Good Faith	43.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
H. SETTLEMENT OF DISPUTES	
44. Amicable Settlement	<p>44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.</p> <p>44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.</p>
45. Dispute Resolution	45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC .

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II. General Conditions
Attachment 1
Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

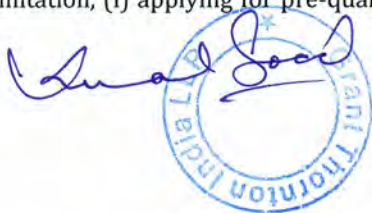
2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly



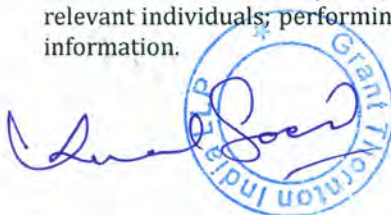
nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution,, and to have them audited by auditors appointed by the Bank.

or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

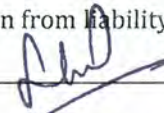
- ² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

- ³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.



III. Special Conditions of Contract


Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1 (a)	The Contract shall be construed in accordance with the laws of the Republic of India
1.1(b)	The date of the "Applicable Regulations" is: 1 st July 2016
4.1	The language is: English.
6.1 and 6.2	<p>The addresses are: Client: Assam Rural Infrastructure and Agriculture Services (ARIAS) Society Attention: State Project Director, ARIAS Society Address: ARIAS Society, Project Coordination Unit, Agriculture Complex, Khanapara, G.S. Road, Guwahati-781022 (Assam, India); Tel: 0361-2332125; Email: spd@arias.in Consultant : M/s Grant Thornton India LLP, 21st Floor, DLF Square, Jacaranda Marg, DLF Phase II, Gurgaon- 122002; Attention : Kunal Sood, Partner, M/s Grant Thornton India LLP. Phone/ Fax : M: 9971199600; E-mail: kunal.sood@in.gt.com ;</p>
8.1	"N/A";
9.1	<p>The Authorized Representatives are: For the Client: The State Project Director, ARIAS Society For the Consultant: Kunal Sood, Partner, M/s Grant Thornton India LLP.</p>
11.1	The effectiveness conditions are the following: The Contract shall come into force and effective on the date of signing of the Contract by the Client and the Consultants.
12.1	"N/A";
13.1	Commencement of Services: The number of days shall be 15 (fifteen) calendar days. Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert
14.1	Expiration of Contract: The time period shall be for period of 60 (sixty) months from the date of effectiveness. The duration may be extended by the client with mutual agreement of the parties (Please refer to the TOR).
21 b.	The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3: Yes
23.1	<p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>(a) Except in the case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p style="margin-left: 40px;">(i) for any indirect or consequential loss or damage; and</p> <p style="margin-left: 40px;">(ii) for any direct loss or damage that exceeds one, time the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p style="margin-left: 40px;">(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p style="margin-left: 40px;">(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the applicable law in the Client's country.</p>

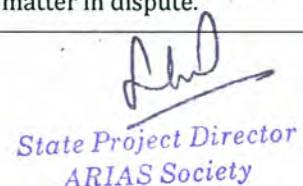

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Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract																										
	<p><i>[Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client and discussed with the Bank prior to accepting any changes to what was included in the issued RFP. In this regard, the Parties should be aware of the Bank's policy on this matter which is as follows:</i></p> <p><i>To be acceptable to the Bank, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Bank. Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or willful misconduct.</i></p> <p><i>The Bank does not accept a provision to the effect that the Client shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the law applicable in the Client's country.]</i></p>																										
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of Rs. 21,21,30,000/= [equivalent to the total ceiling amount of the Contract amount as mentioned above]</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage in accordance with the applicable law in the Client's country);</p> <p>(c) Third Party liability insurance, with a minimum coverage in accordance with the applicable law in the Client's country;</p>																										
27.2	<p>The Consultant shall not use any documents, software or project related information for purposes unrelated to this Contract without the prior written approval of the Client.</p>																										
32.1 (f)	<p>As stated in the TOR</p>																										
38.1	<p>The Contract price is: Rs.21,21,30,000/- (Indian Rupees twenty one crore twenty one lakh and thirty thousand only) [exclusive of local indirect taxes (i.e. GST)].</p> <p>Any indirect local taxes (i.e. GST) chargeable in respect of this Contract for the Services provided by the Consultant shall be reimbursed by the Client to the Consultant</p> <p>The amount of such taxes (GST @ 18%) is Rs.3,81,83,400/- (Rupees three crore eighty one lakh eighty three thousand four hundred only)</p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be reimbursed by the Client as per the applicable laws of India.</p>																										
39.1 and 39.2	<p>The Client will reimburse the Consultant for only GST if claimed separately. Information on the consultant's tax obligation in the country may be found on Ministry of Finance, Government of India website. The Consultant shall take advice from his tax consultant and shall suitability provide for his indirect tax liability/ GST in his quote for this assignment. At source deductions, however, shall be made as applicable.</p>																										
41.2	<p>The payment schedule: (Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A)</p> <table border="1" data-bbox="354 1608 1471 2072"> <thead> <tr> <th data-bbox="354 1608 894 1688">Tasks</th> <th data-bbox="894 1608 1208 1688">Schedule for completion from the date of signing of contract</th> <th data-bbox="1208 1608 1471 1688">Percentage payment on satisfactory completion and acceptable to client</th> </tr> </thead> <tbody> <tr> <td data-bbox="354 1688 894 1720">Task 1: Inception Report</td> <td data-bbox="894 1688 1208 1720">1 month</td> <td data-bbox="1208 1688 1471 1720">5%</td> </tr> <tr> <td data-bbox="354 1720 894 1787">Task 2: Orientation of cluster teams of SP by the State SP team</td> <td data-bbox="894 1720 1208 1787">2 months</td> <td data-bbox="1208 1720 1471 1787">--</td> </tr> <tr> <td data-bbox="354 1787 894 1854">Task-3: Develop templates and checklists for core processes and outputs</td> <td data-bbox="894 1787 1208 1854">3 months</td> <td data-bbox="1208 1787 1471 1854">5%</td> </tr> <tr> <td data-bbox="354 1854 894 1921">Task 4: Baseline Survey, Enterprise mapping, & Awareness Campaigns</td> <td data-bbox="894 1854 1208 1921">6 months</td> <td data-bbox="1208 1854 1471 1921">5%</td> </tr> <tr> <td data-bbox="354 1921 894 1989">Task 5: Enterprise mobilization, capacity building & collective strengthening</td> <td data-bbox="894 1921 1208 1989">9 months</td> <td data-bbox="1208 1921 1471 1989">5%</td> </tr> <tr> <td data-bbox="354 1989 894 2056">Task-6: Skill assessment, marketing and communication</td> <td data-bbox="894 1989 1208 2056">10 months</td> <td data-bbox="1208 1989 1471 2056">5%</td> </tr> <tr> <td data-bbox="354 2056 894 2072">Task-7: Development of training modules,</td> <td data-bbox="894 2056 1208 2072">12 months</td> <td data-bbox="1208 2056 1471 2072">5%</td> </tr> </tbody> </table>			Tasks	Schedule for completion from the date of signing of contract	Percentage payment on satisfactory completion and acceptable to client	Task 1: Inception Report	1 month	5%	Task 2: Orientation of cluster teams of SP by the State SP team	2 months	--	Task-3: Develop templates and checklists for core processes and outputs	3 months	5%	Task 4: Baseline Survey, Enterprise mapping, & Awareness Campaigns	6 months	5%	Task 5: Enterprise mobilization, capacity building & collective strengthening	9 months	5%	Task-6: Skill assessment, marketing and communication	10 months	5%	Task-7: Development of training modules,	12 months	5%
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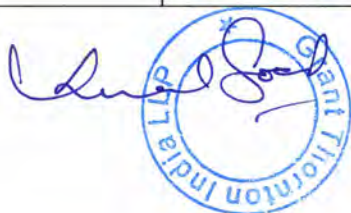
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Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract		
	training or linking to existing training modules, training and capacity building for the identified members of the Enterprise Clusters		
	Task 8a: Formation, registration & governance of first seven (7) IAs	12 months	10%
	Task 8b: Formation, registration and governance of next ten (10) IAs	15 months	10%
	Task-9: Development of Cluster based Agro Industrial Development Plans (AIDPs) & facilitating funding for implementation & initiation of work on setting up of Common Facilities/ Common Facility Centres (CFCs)	18months	20%
	Task 10: Facilitating completion of setting up of Common Facilities/ Common Facility Centres (CFCs)*		15% (this payment will be made after 42 months)
	(a) For first seven IAs	36 months	
	(b) For next 10 IAs	42 months	
	Task 11: Business Development Services Support to IAs in the operation of business enterprises	Continues upto 60 months	--
	Task 12: Documentation of entire process, results and final report	60 months	15%
	[Total sum of all installments shall not exceed the Contract price set up in SCC38.1.]		
41.2.1	There shall be no advance payment under the contract.		
41.2.4	The accounts are: (To be filled by Grant Thornton India LLP)		
	Account name	Grant Thornton India LLP	
	Account number	051702819001	
	Name of Bank	The Hongkong and Shanghai Banking Corporation Ltd (HSBC)	
	Address of Bank Branch, with contact Tel. No. and email	25, Barakhamba Road, Connaught Place, New Delhi 110 001; Tel. No.: 011 - 41992051; Email: udaysmathur@hsbc.co.in	
	IFSC code	HSBC0110002	
	GST registration no.	06AACFG9740K1Z6	
	Pan Number	AACFG9740K	
42.1	The interest rate is: 7 % per annum		
45.1	Disputes shall be settled by arbitration in accordance with the following provisions:		
	1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:		
	(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to The Indian Council of Arbitration for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, The Indian Council of Arbitration shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.		




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Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by The Secretary, <i>The Indian Council of Arbitration</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to The <i>Indian Council of Arbitration, New Delhi</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure</u>. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract, for contracts with Foreign Consultant . For contract with an Indian firm, the arbitration shall be in accordance with Arbitration and Conciliation Act, 1996 of the Government of India, as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators</u>. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators</u>. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant ; or (b) the country in which the Consultant's principal place of business is located; or (c) the country of nationality of a majority of the Consultant's shareholders; or (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract</p>
	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <p>(a) Proceedings shall, unless otherwise agreed by the Parties, be held in Guwahati, Assam, India.</p> <p>(b) English language shall be the official language for all purposes; and</p> <p>(c) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>



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IV. Appendices

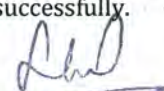
APPENDIX A – TERMS OF REFERENCE

**For hiring a consultancy firm for
Formation of Industry Associations (IAs) & Implementation of Agro Industrial
Development Plans (AIDPs): Cluster Development Technical Agency (CDTA).**

(A) PROJECT & ASSIGNMENT BACKGROUND

1. Government of Assam (GoA), through the Government of India has received a loan of US\$200 million from the World Bank (W.B.) for implementation of the **Assam Agribusiness and Rural Transformation Project (APART)**. The Project Development Objective (PDO) of APART is to “add value and improve resilience of selected agriculture value chains, focusing on smallholder farmers and agro-entrepreneurs in targeted districts of Assam”.
2. The targeted districts (undivided as of 1st April, 2016) are Nagaon, Sonitpur, Barpeta, KarbiAnglong, Kamrup, Dhubri, Golaghat, Kokrajhar, Lakhimpur, Darrang, Cachar, Sivasagar, Jorhat, Goalpara, Morigaon and Nalbari. The project will adopt a value chain and clusters approach to achieve the targeted objectives. The targeted value chains are those of (i) cereals (rice, maize), (ii) pulses (lentil, pea and blackgram), (iii) spices and condiments (ginger, turmeric, mustard), (iv) fruits (banana) & vegetables, (v) livestock & fisheries (pork, milk, fish), (vi) speciality commodities (eri and muga silk). Expected duration of the project is for seven years. For smooth implementation of the program Core Project Implementation Units (CPIUs) have been notified in the administrative Departments at Secretariat level and Operational Project Implementation Units (OPIUs) have been notified at Commissionerate/Directorate/Agency level. Operational modalities of the Agro Cluster Development Program would be carried out by Commissionerate of Industries and Commerce at the State and District Industries and Commerce Centres (DICC)s at the district level.
3. There are four components to the APART. **The first component is Enabling Agri Enterprise Development**, with sub components being (i) enhancing state capacity to attract private investments, (ii) setting up an Agribusiness Enterprise Development and Promotion Facility (EDPF) (iii) Agribusiness Investment Fund (AIF) support (iv) establishing sector stewardship councils. **The second component is Facilitating Agro Cluster Development** with subcomponents being- (i) support establishment of cluster level Industry Associations (IAs), (ii) supply chain support (roads, warehouses, markets). **The third component is Fostering Market Led Production and Resilience Enhancement** with sub components being (i) promoting climate resilient technologies and their adoption (ii) facilitating market linkages through market intelligence and product aggregation (iii) facilitating access to and responsible use of financial services. **The fourth component is project Management, Monitoring and Learning**.
4. The project will achieve the PDO by: (i) promoting investments in agri-enterprises, reducing the business and transaction costs, facilitating access to finance for agribusiness entrepreneurs, and, where appropriate, push for process, regulatory and/or policy change; (ii) supporting the development of a modern agri supply chain; improved information communication technologies (ICT) based farm information and intelligence services, and alternative marketing channels; and (iii) improving producers’ access to knowledge, technologies and infrastructure so that they are better able to respond to market opportunities and climate variability.
5. APART would support value addition in the production and post-harvest segments of selected agriculture value-chains; facilitate agribusiness investments through inclusive business models that provide opportunities to smallholder farmers as well as stimulate establishment of new small and medium agribusiness enterprises; and support resilience of agricultural production systems in order to better manage increasing production and commercial risks associated with climate change and marketing of agro produce, in the targeted districts. The project would adopt a cluster strategy within the targeted districts to generate economies of scale; promote vertical and horizontal links between local agricultural enterprises; enable diffusion of innovations; leverage network externalities; and channel public support for services and infrastructure. By adopting a cluster approach, the project would enable all the value chain participants to develop competitive and innovative products that meet market demands rapidly and successfully.




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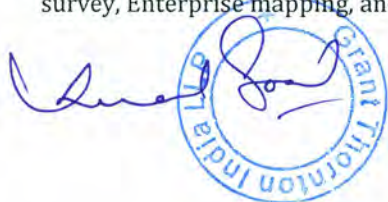
6. A key project thrust will be on enhancing agglomeration of agri processing enterprises to improve economies of scale in processing and joint marketing of processed produce. In this context, it has been decided to hire a consultancy agency [hereinafter referred as Service Provider (SP) or Cluster Development Technical Agency (CDTA)] for formation and registration of 17 Industry Associations (IAs) and supporting these IAs in developing and implementing their Agro Industrial Development Plans (AIDPs) under the project. The staff of the consulting agency would be placed at State (HQ) level as well as District (cluster) level. At the state level the consulting agency would work closely with OPIU and at district level, it will work closely with DICCs.
7. The objective of sub-component B-1 i.e. Support establishment of cluster level Industry Associations (IAs) is to enhance competitiveness of agri-enterprises in specific geographic clusters. This sub-component, implemented by the Department of Industries and Commerce, will seek to impact approximately 2,000 agro-enterprises across 17 geographic clusters by mobilizing them into Industries Associations (IAs) at the cluster level; strengthening the capacity of such IAs to develop District level Agro Industrial Development Plans (AIDPs) that lays out an action plan for addressing cluster level obstacles to enterprise growth; and enhancing access of agri-enterprises to needed technical and Business Development Services (BDSs) support, including entrepreneurship development training programs. On the basis of the AIDPs, this subcomponent will finance, through matching grants (IA Grants), implementation of activities as listed in the AIDPs. Illustrative list of activities, includes among others, enhancing availability of a skilled labor pool through skills training initiatives; increasing efficiencies and reducing business costs through developing and sharing of business functions such as information networks, common infrastructure, and joint marketing and branding efforts; and enhancing efficiencies through linkages to specialized technical and BDS such as assistance in developing business plans, introduction of improved technologies, fostering linkages to input suppliers and linkages to debt and investment financing. Interventions with broadly shared benefits across cluster firms and actors – such as common infrastructure, new technology demonstration workshops and skills training initiatives – will be fully financed under this subcomponent. Interventions with benefits to specific actors, such as joint marketing and branding efforts by cluster firms and delivery of BDS to firms will be financed on a partial basis, with user fees and community contributions accounting for part of the financing. Required community contributions for these activities increase over the life of the project - starting from 10 percent in year 1 and increasing to 70 percent by the end of the project - so as to ensure sustainability post-project period. BDS to cluster enterprises will be provided through the Enterprise Development and Promotion Facility (EDPF) being set up under Component A – and through other specialist technical service organizations as needed. Entrepreneurship training will be provided through IFC's Business Edge program and through other similar entrepreneur-development training programs.

(B) OBJECTIVES OF THE CONSULTANCY SERVICE

8. Developing and establishing seventeen cluster based industry associations (IAs) with targeted vision, and committed leadership for the sustainable growth of agro- MSMEs in these clusters, with the objective of providing various critical services to agro MSMEs in the areas of infrastructure creation, marketing, financing and human resource development of the industry.
9. Supporting the IAs in the development and implementation of Agro Industrial Development Plans (AIDPs) that address the cluster level obstacles to enterprise growth over the project period; and enhancing access of cluster agro MSMEs to needed technical and Business Development Services (BDSs) including entrepreneurship development training programs.
10. Facilitating external linkages & networks that will support the IAs to overcome the obstacles that affects their competitiveness and implement AIDPs

(C) SCOPE OF CONSULTANCY SERVICE AND TASKS TO BE PERFORMED

11. **Inception Report:** The SP is required to submit an inception report within one month from the date of signing contract agreement. The inception report shall cover assignment preparation, detailed methodology to meet the requirements of the ToR including personnel/ teams to be mobilized, scheduling of various activities to be carried out for completion of different stages of the assignment within the stipulated time period, task assignment and work schedule, Proforma/ questionnaires for data collection for Baseline survey, Enterprise mapping, and Awareness campaigns.



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12. **Orientation of cluster teams of SP by the State SP team**
 - a) Detailed orientation to Cluster teams of SP would be provided by the State SP team on the project planned interventions in component B-1 with the support of Enterprise Cluster Specialist at ARIAS Society & Cluster Development Specialist at Commissionerate of Industries & Commerce. District Industry & Commerce Centers (DICC) teams would also be a part of this orientation program.
 - b) The subject matter of orientation would include enterprise cluster protocols, principles of association, cooperation, joint effort gains, economies of scale, experiential learning, self help, group dynamics, and synergies of togetherness, regulatory framework of cooperation / societies.
 - c) Others: Orientation on carrying out effective surveys, community needs assessment, gap analysis, preparation of AIDPs, preparing of business plans/ feasibility assessment for common facilities, design thinking & empathy mapping.
13. **Develop templates and checklists:** for core processes and outputs for cluster development, including templates for cluster-level consultations, standard bye-laws for IAs, compliance check-list for regulatory compliances by IAs, format for AIDPs.
14. **Baseline survey, Enterprise mapping, and Awareness campaigns**
 - a) Baseline survey of identified enterprise clusters and social mapping using participatory methods like Participatory Rural Appraisal (PRA) tools and techniques.
 - b) Screen the potential agro processing enterprises for organizing into IAs
 - c) Survey for virtual mapping of raw material production & movement from the Production Clusters to a common aggregation/merging point – to ensure availability of required raw materials to the agro processing enterprises
 - d) Undertake awareness campaigning through individual contacts with these enterprises and small group meetings of the enterprise owners, and vision validation;
15. **Enterprise mobilization, capacity building and collective strengthening**
 - a) Identification of enterprises with potential for organizing into IAs
 - b) Training and capacity building need assessment of the identified members of the Enterprise Clusters
 - c) Organizing meetings, setting the agenda for organizing into IAs, initiating discussions on common issues.
 - d) Identification of activities to be done, role division, identification of joint actions (that ensures cohesiveness of the members of the enterprise clusters to be organized into IAs) which can be taken, documentation of terms and conditions of IA working.
16. **Skill assessment, marketing and communication**
 - a) Assessment of skill of Enterprise Cluster stakeholders and gap analysis w.r.t. knowledge/technical skills required for volume to value transition
 - b) Identification of products for joint marketing (based on market requirements, available product range and feedback from other project agencies like Market Intelligence Cell and technical support agency for agro logistics and supply chain management)
 - c) Assessment of complete supply chain of enterprises in the clusters along with support services, which includes raw-material, credit, manpower, transport logistics, skill and knowledge level etc. (both existing and required)
 - d) Studying the current channels of communication among the enterprise owners in the cluster and working out a strategy for ensuring seamless communication among the members of the enterprise clusters, strategy for common communication, communication with the service provider and communication with project authorities
 - e) Develop and implement strategies and methodologies for cost sharing for the joint actions.
17. **Development of training modules or linking to existing modules, training & capacity building for the identified members of the Enterprise Clusters**
 - a) Identification of technical training providers needed for various aspects and gaps identified



- b) Development of training modules, or linking to existing ones where feasible, and facilitating training of the identified members of the Enterprise Clusters in a phased manner to develop desired skillset.
- c) Introduction to advanced trainings suitable to enterprise clusters like Business Edge of International Finance Corporation (IFC) or other similar modules in coordination with EDPF.
18. **Formation, registration and governance of the Industry Associations (IAs)**
- a) Initial due diligence of the identified members of the Enterprise Clusters for formation of IAs
- b) Facilitate potential cadre of the leadership for the IA and designing and implementing a structured nurturing program for this potential cadre
- c) Assisting and facilitating the identified members of the potential IA in preparation of an operational manual that would include among others fund flow and utilization system (of project contributed funds & IA contributed funds) for creation of common facilities/ Common Facility Centres (CFCs,) procurement procedure, nature of financial transactions, joint marketing arrangements & other joint actions to be taken etc, leading to establishment of a well-defined accountability system;
- d) Identify specific and realistic goals/objectives for the development of work plans and budgets clearly specifying sources and availability of funds
- e) Facilitate the election of the Governing Board/Management Committee and office bearers, as required depending on the legal form of the IA organization
- f) Facilitate the framing of Vision, Mission, Goals and other applicable resolutions with the board and also facilitate the formation of sub-committees; as required, and clarify their roles and responsibilities;
- g) Assisting & facilitating the IA in preparation of bye-laws, rules of business & memorandum of association.
- h) Assist in the opening of a bank account, with signatories as per the bye-laws of the organization;
- i) Completing other pre-requisites for registration of IA
- j) Registration of the IA under the Societies Registration Act or other relevant act
- k) Facilitate in the collection of Registration Certificate, Approval of Board, Copy of the Bye-laws and instructions for operating a bank account
19. **Development of Cluster based Agro Industrial Development Plans (AIDPs), facilitating funding for implementation and initiation of work on setting up Common Facilities/CFCs**
- a) For each cluster, the SP, will help IAs and its members to identify the common needs (like common infrastructure, soft interventions, training, capacity building etc.) and develop an AIDP.
- b) AIDP would be submitted by IA to DICC. The DICC would recommend the AIDP to OPIU (I&C) for approval and release of first tranche of project funding to the IA. The SP would also coordinate with the DICC and the OPIU (I&C Commissionerate) for approval of the AIDP. AIDP would form the basis of the investment plan for the enterprise cluster development.
- c) Based on the approved AIDP, the SP will facilitate an MoU between the IA and the OPIU (I&C Commissionerate) for providing support to the IA under the project. The MoU shall cover the various aspects of the relationship between the APART and the IA.
- d) The SP will assist the IA in preparation & implementation of Annual Action Plan (AAP) as per the AIDP. If implementation of AAP requires construction of any civil structures, the contractors for the same would be hired by IA (as per the procedure prescribed by the project), facilitated by SP.
- e) The Annual Action Plan (AAP) would be reviewed and recommended by the DICC to the OPIU (Industries & Commerce Commissionerate), the approving authority. The release of project grants to the IA for the implementation AAP would be based standard operational procedures of APART and the SP would coordinate with the aforementioned agencies towards this.
- f) The SP will make all efforts for convergence from other schemes for development of common facilities in the enterprise clusters.
20. **Facilitating completion of setting up of Common Facilities/Common Facility Centres (CFCs)**
- a) For establishment of common facilities/CFCs, the Governing Board will take decisions on behalf of the IA members regarding setting up and management of common facilities/ CFCs



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- b) The procurement of construction agency, interiors of common facilities/ CFCs, like machines, equipments etc will follow established commercial practices after due approval by the Project, and adhering the project statutory norms relating to Social and Environmental Safeguards.
 - c) The SP will develop management and maintenance guidelines for common facilities/ CFCs
 - d) The necessary manpower for running of the common facilities/ CFCs will be arranged by the IA and SP will facilitate the IA in sourcing of this manpower
 - e) SP will arrange special skill trainings for functional staff of the common facilities/ CFC
 - f) SP will develop strategies to sustain the CFC operations beyond its exit and the project period.
 - g) If already existing common service infrastructure in the IA enterprise cluster is required to be upgraded/renovated. The upgradation/renovation plan for such common infrastructure will be prepared by IA with assistance of SP. This will follow the same procedures and approval process as a new facility.
21. **Business Development Services Support to IAs in the operation of business enterprises:** SP will arrange for Business Development Services (BDS) Support for IAs. The indicative BDS services are provided below-
- a) *Development of business plans:* The SP would support the IAs in preparing business plans for various initiatives (including common facilities/CFCs) of IAs during project implementation. Business plans would present realistic opportunities for IAs to invest in. These would specify, investment required, demand-supply dynamics, market potential, technology to be used, its source and sourcing modalities, capacity, land requirement and how it would be arranged by the IA, return on investment (ROI), break even, cost benefit ratio, scenario analysis, regulatory and legal aspects involved, These business plans would be put upto concerned sub-office of EDPF where preliminary review of these business plans would be done and meritorious business plans would be moved to the head office of the EDPF for further consideration.
 - b) *Introduction of improved technologies into enterprise clusters:* The SP would support the IAs in introducing latest required technologies both from public and private sources into the enterprise clusters. Innovative and off the shelf technologies would be considered for introduction into enterprise clusters. Necessary support of EDPF in terms of negotiating the technology licensing deals would be taken. Also, the IA members would be encouraged to attend technology dissemination seminars organized by EDPF. As far as possible, climate resilient agro technologies would only be introduced in the enterprise clusters. Efforts would also be made for sourcing international technologies that are relevant for the state.
 - c) *Fostering linkages with input suppliers and linkages to debt and investment financing:* The SP will work out the raw material/ input requirement along with specifications for IA. The SP would be in close liaison with the FPOs and FPO Service Providers and inform them the IA raw material requirement along with specifications so that bulk sourcing strategies from FPOs can be worked out. The SP would spell out the specifications of raw materials required by IAs to agencies (including international) on the production side of the value chain, so that only quality raw material with desired traits is received by the IAs. The SP would also support the IA in external fund raising and access to venture investors, business angels, bank credit for putting up common facilities' and taking up other joint initiatives. Need based support of the concerned sub-office of EDPF would be sought for this activity.
 - d) *Business Networking & Partnerships:* The SP will facilitate networking of IAs with other similar initiatives in the state and out of the State while exploring opportunities of business collaborations from such networks
 - e) *Ongoing Business Development Support:* Mentoring, handholding, backstopping and monitoring effectiveness of IAs regularly & revising & adapting planning and implementation arrangement to respond to the emerging needs and demands on the ground
22. **Documentation of entire process and results & final report:** The project will develop a robust MIS system. SP will be required to enter all key processes and results etc into the project MIS as desired by the State Project Director (SPD), apart from submitting hard copy progress reports, six monthly and annually. A final report would be submitted towards the assignment completion at the end of 5th year. In addition, the SP would promptly provide all data and information as required by the project Monitoring and Evaluation (M&E) Agency.




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Note: Throughout the assignment period, for all the activities, the SP will adhere to Environment Management Framework (EMF) & Social Management Framework (SMF) of the project and ensure incorporation of environmental & social development principles of APART in designing and implementation of the CDTA agenda.

(D) DURATION OF CONSULTANCY ASSIGNMENT

23. The consultant's services shall commence with effect from the date of signing of the contract agreement for a period of sixty (60) months with a provision for half yearly and annual performance reviews. The SPD will monitor the performance of the consultant agency after every six months and will have the option to foreclose the contract in case the performance of the consultant agency is not satisfactory according to the agreed workplan and schedule for completion of various tasks.

(E) APPROACH, METHODOLOGY & STAFFING

24. A two tier approach would be followed by the CDTA i.e. first tier at the Cluster level and the second tier at the State level. While the State team would be responsible for developing and providing templates, workplans, training and ongoing technical handholding, the cluster teams would be actually executing the workplans. Methodology to be adopted by the Service Provider would be to facilitate coming together of agro processing enterprises in the clusters, showing and convincing them about the benefits of joint/group efforts. The methodology would encompass helping the cluster members correctly identify cluster business challenges and devise solutions through participatory methods. The cluster consultant team (CDTA) would support the IAs develop the AIDPs for their own clusters with need based data and information support from the District Industries and Commerce Centres (DICC's). The SP is expected to come on board with the following minimum staff (qualifications, experience and expected role provided in annexure-1):

- a) State Team (to be placed in Commissionerate of Industries and Commerce):
 - i) Team Leader
 - ii) Networks and Partnerships Expert
 - iii) Enterprise Cluster Financing Expert
 - iv) Technology, Knowhow & Training Expert
 - v) Marketing Services Expert
- b) Cluster Team (for each of the 17 Clusters) (to be placed in DICC office)
 - i) Cluster Team Leader (one no.)
 - ii) Cluster Facilitation Coordinators (two nos.)

Note: Cluster team leaders should be hired from the within the state and Cluster Facilitation Coordinators should be hired from within the district. Position of Cluster Facilitation Coordinator is only for first two years. The tenure of Cluster Facilitation Coordinators would be over with the completion of AIDPs.

(F) DELIVERABLES AND PAYMENT SCHEDULE

25. Following will be the deliverables and payment schedule-

Tasks	Schedule for completion from the date of signing of contract	Percentage payment on satisfactory completion and acceptable to client
Task 1: Inception Report	1 month	5%
Task 2: Orientation of cluster teams of SP by the State SP team	2 months	--
Task-3: Develop templates and checklists for core processes and outputs	3 months	5%
Task 4: Baseline Survey, Enterprise mapping, & Awareness Campaigns	6 months	5%
Task 5: Enterprise mobilization, capacity building & collective strengthening	9 months	5%
Task-6: Skill assessment, marketing and communication	10 months	5%
Task-7: Development of training modules, training or linking to existing training modules, training and capacity building for the identified members of the Enterprise Clusters	12 months	5%
Task 8a: Formation, registration & governance of first seven (7) IAs	12 months	10%

Tasks	Schedule for completion from the date of signing of contract	Percentage payment on satisfactory completion and acceptable to client
Task 8b: Formation, registration and governance of next ten (10) IAs	15 months	10%
Task-9: Development of Cluster based Agro Industrial Development Plans (AIDPs) & facilitating funding for implementation & initiation of work on setting up of Common Facilities/ Common Facility Centres (CFCs)	18months	20%
Task 10: Facilitating completion of setting up of Common Facilities/ Common Facility Centres (CFCs)*		15% (this payment will be made after 42 months)
(a) For first seven IAs	36 months	
(b) For next 10 IAs	42 months	
Task 11: Business Development Services Support to IAs in the operation of business enterprises	Continues upto 60 months	--
Task 12: Documentation of entire process, results and final report	60 months	15%

* For first seven IAs, this activity would start in the 18th month and for the next 10 IAs, this activity would start in the 24th month & then would run simultaneously up to the period shown in 10a and 10b

Note: All payments will be made upon full & satisfactory task completion and report submission

(G) KEY PROFESSIONALS WHOSE CV WILL BE EVALUATED

26. The consultancy firm needs to deploy the following key staff. However, CVs for positions at State Level would only be evaluated for deciding the merit of technical proposal:

STATE LEVEL STAFF				
Sl	Position	No.	Qualification & Experience	Expected Role in the assignment
1	Team Leader	1	Qualification: Post Graduate (PG) Degree/Diploma of minimum two years duration in Agriculture or Allied Sciences / Agribusiness / Rural Development (RD)/ Economics or a closely related field. Experience: At least 10years experience in MSME promotion and development, Entrepreneurship management, cluster development initiatives etc	<ul style="list-style-type: none"> Overall supervision and acting as a common single touch point for project correspondence. Ensuring timely submission of reports, review action taken reports etc. & coordination with other team members, project authorities, participating line Departments and other SPs in the project Designing and developing templates, manuals, protocols and SOPs for the cluster teams To remain present in all the review meetings and other important meetings of the project and appraising the progress as and when required Ensuring that all the actions are compliant with EMP and SMF of the project Providing data and information timely to the project M&E Agency as required. Providing timely data and information for feeding into the project MIS Feedback collection from cluster members/IA members on the work done and submission to the project through Team Leader
2	Networks & Partnerships Expert	1	Qualification: Post Graduate in RD/ Social Sciences / MBA / Agriculture/ Agribusiness/ Economics or a closely related field. Experience: At least 7 years experience in	<ul style="list-style-type: none"> Facilitating external linkages & networks for implementation of AIDPs through <ul style="list-style-type: none"> identification and partnerships with skills and technical training providers participation in public-private partnership platforms facilitating enterprise growth & new enterprise inclusion through various strategies



STATE LEVEL STAFF				
Sl	Position	No.	Qualification & Experience	Expected Role in the assignment
			community development projects or cluster development initiatives, public-private partnerships etc	<ul style="list-style-type: none"> Occasional visits to needy clusters/IAs for expediting the required actions Preparing reports and obtaining concurrence of the Team Leader for timely onward submission to project
3	Enterprise Cluster Financing Expert	1	Qualification: Post Graduate in Finance/ Banking/ Microfinance or a closely related field Experience: At least 7 years experience in bank, enterprise financing, micro-finance, value chain financing etc	<ul style="list-style-type: none"> Facilitating cluster financing to the AIDPs Liaising with various financial institutions, understanding their financing terms and conditions for agro enterprises Developing templates for business plans/ DPRs for IAs' financing for common facilities/ CFCs and other business activities
4	Technology, Knowhow and Training Expert	1	Qualification: Post Graduate in Technology Management/ HR/ Training Management/ Intellectual Property Management or a closely related field Experience: At least 7 years experience in community development projects or cluster initiatives	<ul style="list-style-type: none"> Sourcing of technology inputs for Clusters/IAs, Facilitating interactions between innovative technology licensors and potential licensees (IA members) for promising technologies finding applications in Clusters IAs Facilitating transfer of suitable technologies to IAs through negotiations on behalf of IAs Training and capacity building of state team and cluster teams in new technologies Facilitating skill development of the members of the IAs by arranging technical skill development programs suitable to them
5	Marketing Services Specialist	1	Qualification: Post Graduate in Marketing, Agricultural Marketing & Cooperation, / Agribusiness/ Economics/ Agricultural Economics, Agribusiness Economics or a closely related field. Experience: At least 7 years experience in community development projects or cluster initiatives	<ul style="list-style-type: none"> Facilitating marketing of IA/Cluster products to state and national markets Facilitating joint marketing decisions by IA members Training of IA members on better marketing of their products Facilitating Segmentation, Targeting and Positioning exercises for IA products

CLUSTER/DISTRICT LEVEL				
Sl	Position		Qualification & Experience	Expected Role in the assignment
1	Cluster Team Leader		Qualification: Post Graduate in any field. Experience: At least 5years experience in Community Development Projects/Cluster Development Initiatives	<ul style="list-style-type: none"> Overall in-charge for managing the cluster level set up Maintain a close liaison with opinion leaders in the Cluster while being acquainted with the local cluster dynamics Registration of IAs under a suitable Act, assisting in the constitution of the Board, formulation of the byelaws etc Facilitating the IA members on Joint Decisions Supporting the IAs in preparing Annual Action Plans (AAPs) on the basis of AIDP Facilitating revisions (if any required) in AAP including in plans for common facilities/ CFCs as required



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CLUSTER/DISTRICT LEVEL			
Sl	Position	Qualification & Experience	Expected Role in the assignment
			<ul style="list-style-type: none"> • Recommending IA members for business and entrepreneurship training like business edge & also EDPF trainings and other such knowledge building programs
2	Cluster Facilitation Coordinator (for first two years only)	<p>Qualification: Graduate in any field.</p> <p>Experience: At least 3years experience in Community Development Projects/Cluster Development Initiatives</p>	<ul style="list-style-type: none"> • In charge of AIDP: From inception to final preparation of AIDP and start of implementation • Identification, Mobilization and handholding of entrepreneurs in the initial stages • Coordination with IA members as directed by Cluster Team Leader • Documentation & completion of legal & procedural formalities in registration of IAs • Support the IAs in preparation of AIDP, Orientation of the concerned DICC staffs towards supporting the IAs in preparation and implementation of the AIDPs • Handing over responsibilities to Team Leader & concerned DICC Staff for coordination with IAs &for continuing the process implementation of the AIDP, before his/her exit

State Project Director
 ARIAS Society

APPENDIX B - KEY EXPERTS

Sl	Name	Position (as in TECH-4)	Expert's input (in person/month)		
			Person-Month Remuneration Rate (Rs.)	Time Input in Person/month	Total Amount (Rs.)
KEY EXPERTS					
K-1	Tarali Chakarvarty	Team Leader	250,000	60	1,50,00,000
K-2	Shubendu Dash	Networks & Partnerships Expert	250,000	60	1,50,00,000
K-3	Mahesh Kumar Vyas	Enterprise Cluster Financing Expert	250,000	60	1,50,00,000
K-4	Richa Arya	Technology, Knowhow and Training Expert	200,000	60	1,20,00,000
K-5	Sayed Anees Rizvi	Marketing Services Expert	200,000	60	1,20,00,000
Total					6,90,00,000

[Based on the Consultant's Technical Proposal and finalized at the Contract's negotiations]

APPENDIX C - BREAKDOWN OF CONTRACT PRICE

No.	Item	Cost (Indian Rupees)
	Cost of the Financial Proposal	
	Including:	
1	Remuneration	19,85,40,000
2	Reimbursable	1,35,90,000
	Sub total	21,21,30,000
	Indirect Local Tax Estimates	
(i)	GST (18%)	3,81,83,400
	Grand Total	25,03,13,400

Breakdown of Remunerations					
Sl	Name	Position (as in TECH-4)	Expert's input (in person/month)		
			Person-Month Remuneration Rate (Rs.)	Time Input in Person/month	Total Amount (Rs.)
KEY EXPERTS					
K-1	Tarali Chakarvarty	Team Leader	250,000	60	1,50,00,000
K-2	Shubendu Dash	Networks & Partnerships Expert	250,000	60	1,50,00,000
K-3	Mahesh Kumar Vyas	Enterprise Cluster Financing Expert	250,000	60	1,50,00,000
K-4	Richa Arya	Technology, Knowhow and Training Expert	200,000	60	1,20,00,000
K-5	Sayed Anees Rizvi	Marketing Services Expert	200,000	60	1,20,00,000
Sub-total					6,90,00,000
NON-KEY EXPERTS					
N-6 to 22	To be Identified (17 nos.)	Cluster Team Leaders (for 60 months)	95,000	1020	9,69,00,000
N-23 to 56	To be Identified (34 nos.)	Cluster Facilitation Coordinator (for 24 months)	40,000	816	3,26,40,000
Sub-total					12,95,40,000
Total Costs					19,85,40,000

Breakdown of Reimbursable Expenses					
Sl	Type of Reimbursable Expenses	Unit	Unit Cost (Rs.)	Quantity	Total Amount (Rs.)
1	Local Travel	Day	2,500	500	12,50,000
2	Per-diem (Boarding, lodging etc)-	LS	3,250	1500	48,75,000
3	Domestic Travel (Air) Ticket	Roundtrip	12,000	60	7,20,000
4	Workshops	No.	15,000	100	15,00,000
5	Laptops & Printers	Quantity	25,000	20	5,00,000
6	Insurance	LS	LS	LS	5,00,000
7	Cost of Report, printing etc	LS	LS	LS	2,45,000
8	Subject Matter Experts (Days)	Days	25,000	100	25,00,000
9	Software (Baseline Survey etc.)	Months	LS	LS	15,00,000
Total					1,35,90,000