



**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](mailto:spd@arias.in), website: [www.arias.in](http://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-5197-CS-QCBS)**

**CONTRACT No.: ARIAS/APART/157/2016/Pt-II/79**

***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](mailto:spd@arias.in)

***And***

**M/s Sikkim State Co-operative Supply and Marketing  
Federation Ltd. (SIMFED) (Lead),**

Head Office: Sonam Gyatso Marg, Gangtok, East Sikkim, Sikkim-737101;  
Email: [md@simfed.in](mailto:md@simfed.in) ; [chinmoymoh1@gmail.com](mailto:chinmoymoh1@gmail.com) ;

*In Joint Venture with:*

**M/s CTRAN Consulting Limited,**

A1/A2, 3rd Floor, Lewis Plaza, Lewis Road, BJB Nagar,  
Bhubaneswar -751014; Email: [ctran@ctranconsulting.com](mailto:ctran@ctranconsulting.com) ;

**For the Consulting Services for:**

**"Establishment of Common Service Centres (CSCs)  
through formation of Farmer Producer Organizations/  
Companies (FPOs/FPCs) (for Zone-2)"**

**Country: India**

**Date of Signing: 4<sup>th</sup> March 2019**

*Chinmoy Mohanta*

*[Signature]*  
State Project Director  
ARIAS Society



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## I. Form of Contract

### LUMP-SUM

This CONTRACT (hereinafter called the "Contract") is made the 4<sup>th</sup> day of the month of **March, 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 Sikkim State Co-operative Supply and Marketing Federation Ltd. (SIMFED) (Lead), Head Office: Sonam Gyatso Marg, Gangtok, East Sikkim, Sikkim-737101; In Joint Venture with: M/s CTRAN Consulting Limited, A1/A2, 3rd Floor, Lewis Plaza, Lewis Road, BJB Nagar]** (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.

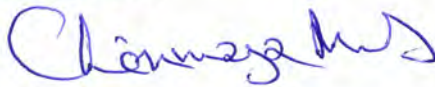
Chinmay M-

  
State Project Director  
ARIAS Society

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.

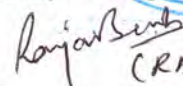
IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Authorized Representative for and on behalf of  
Consultants: Signature:



(Chinmaya Mohanty)  
M/s Sikkim State Co-operative Supply and  
Marketing Federation Ltd. (SIMFED) (Lead),  
Head Office: Sonam Gyatso Marg, Gangtok, East Sikkim,  
Sikkim-737101; In Joint Venture with: M/s CTRAN  
Consulting Limited, A1/A2, 3rd Floor,  
Lewis Plaza, Lewis Road, BJB Nagar,  
Email: chinmoymoh1@gmail.com ; md@simfed.in ;

Witness -1:

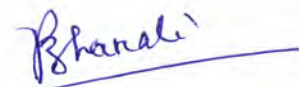
  
(RANJAN BARUAH)  
Project Manager  
SIMFED

Authorized Representative for and on behalf of  
Client: 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 -2:

  
(Probin Kumar Bharuli)  
Cluster-coordinator  
ARIAS Society





## II. General Conditions of Contract

### A. GENERAL PROVISIONS

1. Definitions	<p>1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>(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 <b>Special Conditions of Contract (SCC)</b>, as they may be issued and in force from time to time.</p> <p>(b) "Applicable Regulations" means Procurement Regulations for IPF Borrowers of date specified in <b>Special Conditions of Contract (SCC)</b>.</p> <p>(c) "Bank" means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).</p> <p>(d) "Borrower" means the Government, Government agency or other entity that signs the financing agreement with the Bank.</p> <p>(e) "Client" means the implementing agency that signs the Contract for the Services with the Selected Consultant.</p> <p>(f) "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.</p> <p>(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).</p> <p>(h) "Day" means a working day unless indicated otherwise.</p> <p>(i) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.</p> <p>(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.</p> <p>(k) "Foreign Currency" means any currency other than the currency of the Client's country.</p> <p>(l) "GCC" means these General Conditions of Contract.</p> <p>(m) "Government" means the government of the Client's country.</p> <p>(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.</p> <p>(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> <p>(p) "Local Currency" means the currency of the Client's country.</p> <p>(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.</p> <p>(r) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.</p> <p>(s) "Procurement Regulations" means the World Bank's Procurement Regulations for IPF Borrowers,</p> <p>(t) "SCC" means the Special Conditions of Contract by which the GCC may be</p>
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State Project Director  
ARIAS Society



	<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>
<b>2. Relationship between the Parties</b>	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.
<b>3. Law Governing Contract</b>	3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
<b>4. Language</b>	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.
<b>5. Headings</b>	5.1. The headings shall not limit, alter or affect the meaning of this Contract.
<b>6. Communications</b>	<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>
<b>7. Location</b>	7.1. The Services shall be performed at such locations as are specified in <b>Appendix A</b> 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.
<b>8. Authority of Member in Charge</b>	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.
<b>9. Authorized Representatives</b>	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.
<b>10. Fraud and Corruption</b>	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.
<b>a. Commissions and Fees</b>	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>B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT</b>	
<b>11. Effectiveness of Contract</b>	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.



<b>12. Termination of Contract for Failure to Become Effective</b>	12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the <b>SCC</b> , 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.
<b>13. Commencement of Services</b>	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 <b>SCC</b> .
<b>14. Expiration of Contract</b>	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 <b>SCC</b> .
<b>15. Entire Agreement</b>	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.
<b>16. Modifications or Variations</b>	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. 16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.
<b>17. Force Majeure</b>	
<b>a. Definition</b>	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. 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. 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
<b>b. No Breach of Contract</b>	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.
<b>c. Measures to be Taken</b>	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. 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. 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

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State Project Director  
ARIAS Society



	<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"> <li>(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</li> <li>(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.</li> </ul> <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 &amp; 45.</p>
<b>18. Suspension</b>	<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>
<b>19. Termination</b>	<p>19.1. This Contract may be terminated by either Party as per provisions set up below:</p>
<b>a. By the Client</b>	<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"> <li>(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;</li> <li>(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;</li> <li>(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;</li> <li>(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;</li> <li>(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;</li> <li>(f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.</li> </ul> <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>b. By the Consultant</b>	<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>



	<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>
<b>c. Cessation of Rights and Obligations</b>	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.
<b>d. Cessation of Services</b>	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.
<b>e. Payment upon Termination</b>	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>
<b>C. OBLIGATIONS OF THE CONSULTANT</b>	
<b>20. General</b>	
<b>a. Standard of Performance</b>	<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>

*Chinmaya Mys*

*[Signature]*  
State Project Director  
ARIAS Society



<p><b>b. Law Applicable to Services</b></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> <ul style="list-style-type: none"> <li>(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or</li> <li>(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.</li> </ul> <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><b>21. Conflict of Interest</b></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><b>a. Consultant Not to Benefit from Commissions, Discounts, etc.</b></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>b. Consultant and Affiliates Not to Engage in Certain Activities</b></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><b>c. Prohibition of Conflicting Activities</b></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><b>d. Strict Duty to Disclose Conflicting Activities</b></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><b>22. Confidentiality</b></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><b>23. Liability of the Consultant</b></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>



<b>24. Insurance to be taken out by the Consultant</b>	<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>
<b>25. Accounting, Inspection and Auditing</b>	<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>
<b>26. Reporting Obligations</b>	<p>26.1 The Consultant shall submit to the Client the reports and documents specified in <b>Appendix A</b>, in the form, in the numbers and within the time periods set forth in the said Appendix.</p>
<b>27. Proprietary Rights of the Client in Reports and Records</b>	<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>
<b>28. Equipment, Vehicles and Materials</b>	<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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<b>D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS</b>	
<b>29. Description of Key Experts</b>	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 <b>Appendix B</b> .
<b>30. Replacement of Key Experts</b>	<p>30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.</p> <p>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.</p>
<b>31. Removal of Experts or Sub-consultants</b>	<p>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.</p> <p>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.</p> <p>31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.</p> <p>31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.</p>
<b>E. OBLIGATIONS OF THE CLIENT</b>	
<b>32. Assistance and Exemptions</b>	<p>32.1 Unless otherwise specified in the <b>SCC</b>, the Client shall use its best efforts to:</p> <ul style="list-style-type: none"> <li>(a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.</li> <li>(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.</li> <li>(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.</li> <li>(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.</li> <li>(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.</li> <li>(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.</li> <li>(f) Provide to the Consultant any such other assistance as may be specified in the <b>SCC</b>.</li> </ul>



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<b>33. Access to Project Site</b>	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.
<b>34. Change in the Applicable Law Related to Taxes and Duties</b>	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
<b>35. Services, Facilities and Property of the Client</b>	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 ( <b>Appendix A</b> ) at the times and in the manner specified in said <b>Appendix A</b> .
<b>36. Counterpart Personnel</b>	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 <b>Appendix A</b> . 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.
<b>37. Payment Obligation</b>	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 <b>Appendix A</b> and in such manner as is provided by GCC F below.
<b>F. PAYMENTS TO THE CONSULTANT</b>	
<b>38. Contract Price</b>	38.1 The Contract price is fixed and is set forth in the <b>SCC</b> . The Contract price breakdown is provided in <b>Appendix C</b> . 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 <b>Appendix A</b> .
<b>39. Taxes and Duties</b>	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 <b>SCC</b> . 39.2 As an exception to the above and as stated in the <b>SCC</b> , 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.
<b>40. Currency of Payment</b>	40.1 Any payment under this Contract shall be made in the currency (ies) of the Contract.
<b>41. Mode of Billing and Payment</b>	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 <b>Appendix A</b> . The payments will be made according to the payment schedule stated in the <b>SCC</b> . 41.2.1 <u>Advance payment:</u> Unless otherwise indicated in the <b>SCC</b> , 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 <b>SCC</b> . Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii)

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	<p>is to be in the form set forth in <b>Appendix D</b>, 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. 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>
<b>42. Interest on Delayed Payments</b>	<p>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.</p>
<b>G. FAIRNESS AND GOOD FAITH</b>	
<b>43. Good Faith</b>	<p>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.</p>
<b>H. SETTLEMENT OF DISPUTES</b>	
<b>44. Amicable Settlement</b>	<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>
<b>45. Dispute Resolution</b>	<p>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.</p>



  
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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;<sup>1</sup> (ii) to be a

<sup>1</sup> 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

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nominated<sup>2</sup> 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 inspect<sup>3</sup> 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.

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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.

- <sup>2</sup> 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.
- <sup>3</sup> 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 <sup>st</sup> July 2016
4.1	The language is: English.
6.1 and 6.2	<p>The addresses are:</p> <p>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: <a href="mailto:spd@arias.in">spd@arias.in</a></p> <p>Consultant : Joint Venture between M/s Sikkim State Co-operative Supply and Marketing Federation Ltd. (SIMFED) (Lead), Head Office: Sonam Gyatso Marg, Gangtok, East Sikkim, Sikkim-737101; and M/s CTRAN Consulting Limited, A1/A2, 3rd Floor, Lewis Plaza, Lewis Road, BJB Nagar];</p> <p>Attention : Chinmaya Mohanty, Sr. Consultant, M/s SIMFED. Phone/ Fax : 03592-203432; 03592-202429; E-mail: <a href="mailto:chinmoymoh1@gmail.com">chinmoymoh1@gmail.com</a> ; <a href="mailto:md@simfed.in">md@simfed.in</a> ; <a href="mailto:ctran@ctranconsulting.com">ctran@ctranconsulting.com</a> ;</p>
8.1	The Lead Member on behalf of the JV is M/s Sikkim State Co-operative Supply and Marketing Federation Ltd. (SIMFED)
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: The State Project Director, ARIAS Society For the Consultant: Chinmaya Mohanty, Sr. Consultant, M/s SIMFED.</p>
11.1	The effectiveness conditions are the following: <b>The Contract shall come into force and effective on the date of signing of the Contract by the Client and the Consultants.</b>
12.1	Termination of Contract for Failure to Become Effective: 'N/A'
13.1	Commencement of Services: The number of days shall be <b>15 (fifteen)</b> calendar days after the Effective Date. <i>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.</i>
14.1	Expiration of Contract: The time period shall be for period of <b>36 (thirty six) months</b> 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: <b>Yes</b>
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>(i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds <b>one</b> time the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(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>

Chinmaya Mohanty

State Project Director  
ARIAS Society



Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract												
	<p>(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> <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><b>The insurance coverage against the risks shall be as follows:</b></p> <p><b>(a) Professional liability insurance, with a minimum coverage of Rs. 5,22,53,940/=</b></p> <p><b>(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;</b></p> <p><b>(c) Third Party liability insurance, with a minimum coverage in accordance with the applicable law in the Client's country;</b></p>												
27.2	<p><b>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.</b></p>												
32.1 (f)	<p><b>As stated in the TOR</b></p>												
38.1	<p><b>The Contract price is: Rs. 4,42,83,000/- (Indian Rupees four crore forty two lakh and eighty three thousand only) [exclusive of local indirect taxes (i.e. GST)].</b></p> <p><b>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, subject to the Client performing such duties in regard to the deduction of such taxes as per applicable laws of the Government.</b></p> <p><b>The amount of such taxes (GST @ 18%) is Rs. 79,70,940/- (Rupees seventy nine lakh seventy thousand nine hundred &amp; forty only)</b></p>												
39.1 and 39.2	<p><b>The Client will reimburse the Consultant for only local indirect taxes (i.e. 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 suitably provide for his indirect tax liability/ Service tax in his quote for this assignment. At source deductions, however, shall be made as applicable.</b></p>												
41.2	<p><b>The payment schedule: (Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A)</b></p> <table><tr><th>Task no.</th><th>Deliverables/Tasks</th><th>Timeline for completion of the task (from the date of signing of contract)</th><th>Percentage of Payment<sup>1</sup> to be released</th></tr><tr><td>1</td><td><b>ToR para 18.a : Resource mobilization &amp; Submission of Inception Report &amp; approved thereof by the client</b></td><td>0-1<sup>st</sup> month</td><td>Ten (10%) of the contract price</td></tr><tr><td>2</td><td><b>ToR para 18.b : "Baseline survey, Social</b></td><td>2<sup>nd</sup> -4<sup>th</sup> months</td><td>Ten (10%)<sup>3</sup> of the contract</td></tr></table>	Task no.	Deliverables/Tasks	Timeline for completion of the task (from the date of signing of contract)	Percentage of Payment <sup>1</sup> to be released	1	<b>ToR para 18.a : Resource mobilization &amp; Submission of Inception Report &amp; approved thereof by the client</b>	0-1 <sup>st</sup> month	Ten (10%) of the contract price	2	<b>ToR para 18.b : "Baseline survey, Social</b>	2 <sup>nd</sup> -4 <sup>th</sup> months	Ten (10%) <sup>3</sup> of the contract
Task no.	Deliverables/Tasks	Timeline for completion of the task (from the date of signing of contract)	Percentage of Payment <sup>1</sup> to be released										
1	<b>ToR para 18.a : Resource mobilization &amp; Submission of Inception Report &amp; approved thereof by the client</b>	0-1 <sup>st</sup> month	Ten (10%) of the contract price										
2	<b>ToR para 18.b : "Baseline survey, Social</b>	2 <sup>nd</sup> -4 <sup>th</sup> months	Ten (10%) <sup>3</sup> of the contract										

<sup>1</sup> Payment will be released within 14 days of approval of report by the client



Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract		
		Mapping, and Awareness campaigns" completed successfully, report <sup>2</sup> submitted and approved thereof by the client	price
3		<b>ToR para 18.c : "Common interest group mobilization, capacity building and group strengthening"</b> completed successfully, report submitted and approved thereof by the client	5 <sup>th</sup> -6 <sup>th</sup> months Five (5%) of the contract price
4		<b>ToR para 18.d: "Skill assessment and Market Survey/Value chain assessment"</b> completed successfully, report submitted and approved thereof by the client	7 <sup>th</sup> -8 <sup>th</sup> months Five (5%) of the contract price
5		<b>ToR para 18.e: "Development of training modules, training &amp; capacity building of the share holders and Identification of group activities"</b> completed successfully, report submitted and approved thereof by the client	9 <sup>th</sup> -12 <sup>th</sup> months Ten (10%) of the contract price
5		<b>ToR para 18.f : "Formation, registration and governance of the producer organizations/ companies "</b> completed successfully, report submitted and approved thereof by the client	13 <sup>th</sup> -18 <sup>th</sup> months Fifteen (15%) of the contract price
6		<b>ToR para 18.g: "Development of Business Plan "</b> completed successfully, report submitted and approved thereof by the client	19 <sup>th</sup> -21 <sup>st</sup> months Fifteen (15%) of the contract price
7		<b>ToR para 18.h: "Initiation of Establishment of business enterprise and/or CSCs"</b> completed successfully, report submitted and approved thereof by the client	22 <sup>nd</sup> -27 <sup>th</sup> months Ten (10%) of the contract price
8		<b>ToR para 18.i: "Critical management support in the operation of the business enterprises"</b> completed successfully, report submitted and approved thereof by the client	28 <sup>th</sup> – 35 <sup>th</sup> months Ten (10%) of the contract price
9		<b>ToR para 18.j: Documentation of entire process</b> completed and final report submitted and approved thereof by the client	36 <sup>th</sup> month Ten (10%) of the contract price
<b>Note:</b> Percentage of payment against each main task mentioned above is divided among sub tasks to make hassle free payment and the same is annexed at Annex-I of ToR. <b>[Total sum of all installments shall not exceed the Contract price set up in SCC38.1.]</b>			
41.2.1	<b>There shall be no advance payment under the contract.</b>		

3 Percentage of payment against each main task mentioned above is divided among sub tasks to make hassle free payment and the same is annexed at Annex-I

2 Client will take 14 days time to review the report and revert back to consultant, i.e. Service Provider (SP)

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Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract														
41.2.4	<p>The accounts are:</p> <table> <tr> <td>Account name</td><td>Sikkim State Co-operative Supply and Marketing Federation Ltd.</td></tr> <tr> <td>Account number</td><td>910010004877157</td></tr> <tr> <td>Name of Bank</td><td>Axis Bank</td></tr> <tr> <td>Address of Bank Branch, with contact Tel. No. and email</td><td>M. G. Road, Gangtok</td></tr> <tr> <td>IFSC code</td><td>UTIB0000112</td></tr> <tr> <td>GST registration no.</td><td>11AADAS4451M1ZI</td></tr> <tr> <td>Pan Number</td><td>AADAS4451M</td></tr> </table>	Account name	Sikkim State Co-operative Supply and Marketing Federation Ltd.	Account number	910010004877157	Name of Bank	Axis Bank	Address of Bank Branch, with contact Tel. No. and email	M. G. Road, Gangtok	IFSC code	UTIB0000112	GST registration no.	11AADAS4451M1ZI	Pan Number	AADAS4451M
Account name	Sikkim State Co-operative Supply and Marketing Federation Ltd.														
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GST registration no.	11AADAS4451M1ZI														
Pan Number	AADAS4451M														
42.1	The interest rate is: 7 % per annum														
45.1	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> <li> <p><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:</p> <ol style="list-style-type: none"> <li>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 <b>The Indian Council of Arbitration</b> 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, <i>The Indian Council of Arbitration</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</li> <li>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, <b>The Indian Council of Arbitration</b>.</li> <li>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 <i>The 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.</li> </ol> </li> <li> <p><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. <b>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.</b></p> </li> <li> <p><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> </li> <li> <p><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</p> </li> </ol>														



Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>Government's country. For the purposes of this Clause, "home country" means any of:</p> <ul style="list-style-type: none"> <li>(a) the country of incorporation of the Consultant ; or</li> <li>(b) the country in which the Consultant's principal place of business is located; or</li> <li>(c) the country of nationality of a majority of the Consultant's shareholders; or</li> <li>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract</li> </ul>
	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> <li>(a) Proceedings shall, unless otherwise agreed by the Parties, be held in <b>Guwahati, Assam, India</b>.</li> <li>(b) <b>English</b> language shall be the official language for all purposes; and</li> <li>(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.</li> </ul>

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## IV. Appendices

### APPENDIX A – TERMS OF REFERENCE

#### FOR HIRING A SERVICE PROVIDER FOR ESTABLISHMENT OF COMMON SERVICE CENTRES (CSCS) THROUGH FORMATION OF FARMER PRODUCER ORGANIZATIONS/COMPANIES (FPOs/FPCs) (FOR ZONE-2)

##### (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<sup>4</sup> are Nagaon, Sonitpur, Barpeta, Karbi Anglong, 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) specialty commodities (eri and muga silk). Expected duration of the project is for seven years.
3. The project will be implemented by eight line Departments of GoA. These are (i) Agriculture, (ii) Animal Husbandry & Veterinary, (iii) Fishery, (iv) Dairy, (v) Industries & Commerce, (vi) Handloom, Textiles & Sericulture, (vii) Cooperation and (viii) Public Works (Roads) besides NGOs, Farmers groups, including women farmers in the targeted districts. 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.
4. There are four components to the APART. **The first Component-A 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-B 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-D 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-E is Project Management, Monitoring and Learning**.
5. 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.
6. 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;

<sup>4</sup> Undivided districts as of 1<sup>st</sup> April, 2016



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.

7. Under Component-C and sub-component C.2.1, the project will promote setting up of Common Service Centres (CSCs) through formation of Farmer Producer Organizations (FPO)/Companies (FPOs/FPCs). CSCs are conceived as commercially viable basic infrastructure for marketing of agriculture inputs and agriculture produce, built around Farmer Producer Organizations (FPOs) and are located in production locations. A CSC's function is to improve farmers' incomes by aggregation, basic value addition (primary processing) which includes grading, packing, logistic support and sales facilitation of agricultural produce and procurement and marketing of agricultural inputs like seeds, fertilizers, agrochemicals etc. The FPOs are grass-root level agencies primarily consisting of first level producers and their immediate stakeholders, structured for the purpose of achieving commercial volume aggregations and greater market perspectives.
- a) The purpose of CSCs<sup>5</sup>, managed by FPCs would broadly relate to the following:
- i) Aggregation of the agri. produce from FPO member farmers (and others if required) for primary processing, joint marketing and selling
  - ii) Sourcing of agricultural inputs in bulk directly from input companies or their depots/stockiest etc and distribution to member farmers thus saving margins due to bulk purchase
  - iii) Collection and dissemination of information on the marketability of the produce (prices, demand and supply position etc.),
  - iv) To facilitate arrangement of services like credit, insurance, transport, packing material, technical inputs etc.
- b) CSC implementation will follow Community Driven Development (CDD) approach wherein the community, would identify their own needs with special focus on agriculture input and output marketing, design and plan intervention and implement and monitor them. Common Service Centres (CSCs) would be implemented through a matching grant funded by the project. CSC fund will be available on the basis of business plans prepared by the FPC with assistance from Service Provider (SP) hired by the project.
- c) In a concept like FPO/FPC, planning and implementation requires innovative strategies that would be able to provide balance between supply driven planning & implementation done at project initiation stage and subsequent demand driven planning & implementation that would arise at the later stage. The implementing agency should be able to involve both supply driven planning & implementation methodology with demand driven planning & implementation methodologies at the time of implementation.
- d) FPO/FPC implementation will be an evolving process, which will require continuous review of planning & implementation strategies and incorporating these changes on continuous basis into future implementation arrangements. Considering the above, it is envisaged that FPO/FPC implementation will need dedicated and experienced professionals as Service Provider (SP) (like companies, NGOs etc.) who can handle the entire FPO/FPC implementation cycle starting from community mobilization to consolidation of activities throughout.

#### **(B) OBJECTIVES OF THE ASSIGNMENT**

8. Developing and establishing commercially viable **30** (Thirty) Farmer Producer Organizations/Companies (FPOs/FPCs) and facilitating setting up of **30** (Thirty seven) CSCs in 5 districts viz. **Sivasagar (9), Jorhat (7), Golaghat (3), Karbi-Anglong (6) and Cachar (5)** to undertake various activities such as bulk purchase of inputs and delivery to individual members; marketing of produce, grading and quality control and first level processing and linkages with the market.

<sup>5</sup> CSCs would be partly funded by project and partly by FPOs on matching grant basis



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9. Break up of **30** nos. of CSCs to be established and same nos. of FPOs/ FPCs to be formed in Zone-2:

Districts under Zone-2	AGRI+HORTI	FISH	PIG	HANDLOOM & TEXTILES	TOTAL
SIVASAGAR	2		6	1	9
JORHAT	3		3	1	7
GOLAGHAT	3			-	3
KARBI-ANGLONG	1		5	-	6
CACHAR	3	2		-	5
<b>Total</b>	<b>12</b>	<b>2</b>	<b>14</b>	<b>2</b>	<b>30</b>

10. Develop business plans for these producer organizations/companies for those commercially viable activities identified by community;
11. Assist producer organizations/companies to develop and strengthen the linkages for (a) knowledge and information (b) banks & other commercial lending institutions (c) insurance companies (d) logistics service providers etc.;
12. Building a database of resource persons and resource institutions for the Producer organizations, networking them and making these persons and institutions available as and when required
13. Mentoring, backstopping and monitoring effectiveness of the producer organizations on regular basis and revising & adapting planning and implementation arrangements to respond to the emerging needs and demands on the ground; and
14. Supporting the producer organizations to evolve and become pro-market sensitive business entities so that the organizations can make their own rational business plans after the completion of the assignment.

**Note:** The SP must carry out the activities under the assignment adhering to the provisions of the 'Environmental Assessment and Environmental Management Framework' (EA&EMF) of APART; 'Indigenous Peoples Development Framework (IPF)' and the 'Social Assessment cum Resettlement Policy Framework and Social Management Framework' applicable for APART. Copies of these documents are available at the url <http://www.arias.in/publication.html>.

**(C) APPROACH AND METHODOLOGY & STAFFING**

15. The approach and methodology to be adopted by the Service Provider (SP) is "creating markets, which would work for the project beneficiaries." It should be based on a detailed and in depth understanding of the supply chain, value chain analysis, and addressing social, economic and institutional issues. **Each SP would coordinate with the concerned district ATMA on regular basis and also need to maintain a good linkage with Enterprise Development & Promotion Facility (EDFP) cell (to be established at Zonal level) under sub-component "A2" of the project and Market Intelligence Cell(MIC) to be established (under sub-component "C2") at Assam State Agricultural Marketing Board (ASAMB).** Each SP needs to incorporate the suggestions and recommendations given by the EDPF & MIC in future business planning of FPOs/FPCs.
16. The main objectives of MIC are to increase information transparency, profitability and market access to the farming community in the project districts. The market intelligence unit, will closely work with the EDPF and stewardship councils under component A, and is expected to provide producers, enterprises and trade intermediaries with relevant information, technical knowledge, and market intelligence; and support diversification and intensification of the production, aimed at responding to market demand and climate variability. The overall aim is to create a conducive environment for direct and sustainable commercial relations between producers/FPOs, and buyers of produce from the targeted value chains.
17. **Activities under MIC would include:**
  - a) Improving the understanding of the supply and the demand of the products of the targeted value chains: This would include, surveys and diagnostics for the identification, characterization, and mapping of producers and potential buyers; communication and dissemination campaign to inform all actors in the value chains and other potential stakeholders about the scope and rules of the project through local workshops and mass media outlets. Its aim is to ensure those producers and producers' organizations, potential buyers and providers of goods and services become aware of the opportunities presented by the project. Successful initiatives that can be replicated, will be disseminated widely to



share knowledge on promising business opportunities; and an online-based information system on markets, prices, and services, technology, affiliated FPOs, etc., will be created, that will be open to all value chain actors.

- b) Connecting the demand and the supply: This would include, market studies to identify concrete business and market opportunities for FPOs and buyers at the state, national, and regional level. To enhance producers' prospects of establishing viable and durable commercial relations with buyers, the project will support the identification of buyers that have a demonstrated demand for products generated from the targeted value chains; and facilitating the dialogue with stewardship councils to inform the policy reform agenda for the targeted value chains.
- c) The SP would have to develop the framework to address constraints identified during the initial baseline study which is part of the assignment. It would also include development of a long-term framework for market development, institutional development, capacities, skills such that the FPOs/FPCs established continue to grow in a sustainable manner after the project is over.
- d) **Ideally, operational arrangement for positioning of staff of the SP should be as follows-**
  - i) **Team Leader-** at a centralized location of the respective zone based on the criterion of effectiveness of doing business
  - ii) **Institutional Development Expert-** at a centralized location of the respective zone based on the criterion of effectiveness of doing business
  - iii) **Agribusiness Expert-** at a centralized location of the respective zone based on the criterion of effectiveness of doing business
  - iv) **Financial Management Expert-** at a centralized location of the respective zone based on the criterion of effectiveness of doing business
  - v) **District Task Manager -** District Headquarter of the concerned District
  - vi) **Community Organizer -** District Headquarter of the concerned District

**(D) SCOPE OF WORK & TASKS TO BE CARRIED OUT BY THE CONSULTANT i.e. SERVICE PROVIDER (SP):**

- 18. After signing of agreement with the client i.e. ARIAS Society, Service Provider (SP) would mobilize their resources as per the requirement of the assignment and perform the different tasks and sub-tasks as mentioned below:-
  - a) **Inception Report:** The SP is required to submit an inception report within one month from the date of signing contract agreement. The inception report *inter alia* 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, Social mapping, and Awareness campaigns.
  - b) **Baseline survey, Social Mapping, and Awareness campaigns:**
    - i) Visit to the identified project clusters of the districts and conduct baseline survey on production, marketable surplus, production and marketing calendar, etc. and social mapping using participatory methods like PRA techniques & tools
    - ii) Screen the potential clusters of surplus producers for organizing the FPO/FPC and setting up of CSC. The final selection would be based on well-defined criteria.
    - iii) Baseline Survey for mapping of raw material production and movement from the Production Clusters to a common aggregation/merging point
    - iv) Undertake awareness campaign to inform the farmers about the benefit of farmers' collectives/organizations etc. through individual contact, small group meeting, organizing mass meeting, community envisioning etc.

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- v) Select group representatives, informing about time and place of meeting, naming of the group, identify the group activities
- c) **Common interest group mobilization, capacity building and group strengthening:**
  - i) Identification of target / affinity groups
  - ii) Identification and training of Community Resource Persons(CRPs) and book keepers
  - iii) Conversion of target/affinity groups into Common Interest Groups (CIGs)/ Farmer Interest Groups (FIGs). etc.
  - iv) Assisting and facilitating the groups in preparation of bye-laws, initiation of group activities, pooling of produce, contract farming etc
  - v) Assisting & facilitating the group about financial transactions, importance of accounting & initiation of account keeping
  - vi) Facilitate group sale of agricultural produce and group purchase of agricultural inputs in order to ensure group cohesiveness and generate commercial interest within the group and facilitate experimental learning among the groups to undertake market research (for both input and output side). Based on the market research as well as experimental learning, group makes informed decisions and accordingly further actions are taken.
  - vii) Capacity building in identified activities and establishment of an accountability system
- d) **Skill assessment and Market Survey/Value chain assessment:**
  - i) Assessment of skill of Production Cluster stakeholders and gap analysis with special reference to Knowledge/Skill/Opinion on volume to value transition
  - ii) Identification of products for marketing (based on market requirements as well as available product range)
  - iii) Assessment of complete supply chain, which includes raw-material, credit, manpower and transport logistics, etc. and accordingly developing product marketing strategy;
  - iv) Identification of prospective marketing opportunities, both agriculture inputs and agriculture outputs and designing the business module for the same
  - v) Costing, competitive pricing and projection of profit and turnover for the activities to be adopted by the producer groups.
  - vi) Mapping the prevailing/traditional business operations for identification of the steps/activities leading to increase in the product cost and also the steps/activities leading to better returns
- e) **Development of training modules, training & capacity building of the share holders and Identification of group activities:**
  - i) Development of training module with special reference to gap analysis in post production and market linkage aspects and facilitating training of the share holders to develop desired skill set.
  - ii) Training of group representatives and group members for managing business on commercially viable scale
  - iii) Facilitating training of shareholders in a phased manner addressing specific agendas for value added production; processing and marketing dynamics
  - iv) Organizing exposure visits of group representatives/ group members and organizing workshops/seminars/field days (in coordination with the concerned line departments and ATMAS)
  - v) Design, develop and implement processes for pilots for aggregation and sale of agriculture produce and develop strategies for up scaling of such successful pilots.
- f) **Formation, registration and governance of the producer organizations/companies:**
  - i) Assess the maturity of the groups (CIGs/FIGs) through appropriate indicators such as attendance of members in group meetings, membership strength, account opening etc. Service Provider would



facilitate opening the accounts for these groups. Service Provider would be responsible for setting up a sound governance structure of the groups. Once the maturity is assessed, Service Provider (SP) would also be responsible for training and capacity building (including book keeping, attendance records, and minutes of meeting).

- ii) Capacity building and training of group representatives and group members in identified activities such as book keeping and accounting, record maintenance, management, community procurement aspects etc. and develop a system for record maintenance and account keeping for the group members.
- iii) Identification of informal Board of Directors (BoD) and organizing meeting of this informal "BoD"
- iv) Assisting and facilitating the FPO in preparation of operation manual that would include among others fund flow system, procurement method, financial transactions, marketing arrangements leading to establishment of a well-defined accountability system
- v) Facilitate the election of the Governing Board/Management Committee and office bearers, as required depending on the legal form of the organization;
- vi) 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;
- vii) Assisting and facilitating the producers' groups in preparation of bye-laws, rules of business & Memorandum of Association (MoA).
- viii) Assist in the opening of a bank account, with signatories as per the bye-laws of the organization;
- ix) Facilitate in the collection of share capital, membership fees and other necessary fees as applicable from the members and depositing it into the bank account
- x) Formation of Farmer Producer Organization(FPO) (by federating the CIGs/ FIGs into larger group) and registration of FPO as "Farmer Producer Company"(FPC) under the Producers' Company Act
- xi) Ensure that authorized share capital of the Farmer Producer Company(FPC) is divided into appropriate number of equity shares of suitable denomination with power for the FPC to consolidate, convert, sub-divide, reduce or increase the capital and to issue any new shares with any preferential or special rights and conditions attached thereto subject to the provisions of the Companies Act, 2013
- xii) Facilitate in the collection of Registration Certificate, Approval of Board, Copy of the Bye-laws and instruction for operating a bank account
- xiii) Facilitate the producer companies to acquire the necessary licenses and other relevant permissions that would enable them for carrying out both agriculture input and output marketing. These include, among others, Mandi license, Seed license, Pesticide license, Fertilizer license, Registration with sales tax, income tax and service tax department, License from Pollution Control Board, Registration / Certification with FSSAI (especially if involved in processing), Power connection, Bank account, Registration with District Industries and Commerce Centres (DI&CCs),
- xiv) Assist producer organizations/companies to develop and strengthen the linkages with (a) research/academic institutions (b) banks & other commercial lending institutions (c) insurance companies (d) logistics providers etc.;

**g) Development of Business Plan (and related aspects):**

- i) Development of Agri.-Business Plan: Farm gate produce linked to primary aggregation market through CSCs with special reference to handling, storage, primary processing & post harvest loss control mechanisms.
- ii) Identify specific and realistic goals/objectives for the development of work plans and budgets.
- iii) Development of business plans that are viable & bankable based on CSC concept
- iv) Arrangements of critical inputs including finance, machinery / equipment and technology for CSCs

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- v) Facilitate long-term collaborations with institutions/individuals such as input suppliers, service providers etc. State Govt. Line Departments; Stakeholders working for APART

**h) Initiation of Establishment of business enterprise and/or CSCs:**

- i) Initiation of agri-business operations of the FPOs with special reference to aggregation, delivering value proposition, assured market linkages and transparent profit transition to the shareholders.
- ii) Training of group representatives & group members for managing business on commercially viable scale
- iii) Facilitate the FPOs on bulk purchase & marketing of agriculture inputs like seeds, fertilizers, pesticides etc.
- iv) Support the FPOs/FPCs to evolve and become pro-market sensitive business groups
- v) Promotion of post harvest value addition and processing
- vi) Grading, packaging, promotion and placement of the products with requisite publicity
- vii) Strengthening of Supply chain of the agriculture and livestock products
- viii) Establishing partnership and linkages with private sector
- ix) Contributing to enhancement of income of value chain actors from the producers' perspectives
- x) Establishment of business enterprises managed by the producers' organizations

**i) Critical management support in the operation of the business enterprises and FPOs:**

- i) Provide critical management support such as for increase in collection of share capital, facilitate increase in linkages with input providers, develop market intelligence database and facilitate linkages with market traders/ wholesalers, assistance in facilitating access to credit etc. for all the Farmer Producer Companies(FPCs).
- ii) Support all FPCs in continuing their business as per their business plans and making the FPCs as viable business entities.
- iii) Provide necessary support in setting up and managing fully functional & operational (basic value addition, primary processing and post harvest handling etc.) CSCs run by FPCs.

- j) **Documentation of entire process and results:** Documentation of the entire process and results thereof. Develop an information sharing and dissemination strategy with the project team. The SP will have to submit soft and hard copy of the final report at the end of 3<sup>rd</sup> year'.

**(E) DURATION OF THE CONSULTANCY ASSIGNMENT**

- 19. The consultant's/SP's services shall commence with effect from the date of signing of the contract agreement for a period of **thirty six (36) 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.

**(F) FACILITIES/SUPPORT TO BE PROVIDED BY THE CLIENT**

- 20. Client (ARIAS Society) shall provide related available documents; and Necessary cooperation of the concerned line departments both at State and District level would be ensured.

**(G) EXPECTED OUTPUTS OF THE ASSIGNMENT**

- 21. The expected outputs of the assignment are:
  - a) Base line survey and social mapping of the potential areas in the project villages where such Producer organizations can be established to be completed.
  - b) Social mobilization , identification of target/ affinity groups and Community Resource Persons(CRPs) along with capacity building of groups to be completed.

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- c) Assessment of the skill levels of the members of producers' groups and identification of products for marketing, both agriculture inputs and agriculture outputs and designing business module for the same.
- d) Development of training module and facilitating training of the FPC share holders to attain desired skills.
- e) Conversion of target or affinity members into Common Interest Groups (CIGs) or Farmer Interest Groups (FIGs) etc and finally federating them into Farmer Producer Organisation(FPO).
- f) Formation, Registration (under Company's Act) and operationalization of **30 (Thirty) Farmer Producer Organizations/Companies (FPOs/FPCs)(break up is given at objective) and facilitating setting up of 30(Thirty) CSCs in 5 districts viz. Sivasagar (9), Jorhat (7), Golaghat (3), Karbi-Anglong (6) and Cachar (5)** as per Project Guidelines having a minimum of 400 share holders per FPO
- g) Development of bye-laws and operation manual for **30** Farmer Producer Companies;
- h) Enhance the presence and performance of the producers in the identified value chains aimed at achieving greater share of the product value and higher volumes.
- i) Development of Business Plan of **30** FPCs for their businesses including CSCs.
- j) Development of viable, bankable proposals for starting the identified activities and arrangements of critical inputs including finance, machinery, equipment and technology required to run the CSCs.
- k) Facilitation in quality production to cater to the demand of the market and developing commercially viable business enterprises managed by the Producer Companies
- l) Strengthening of the supply chain, showing value additions throughout the chain and establishing linkages with the private partners.
- m) After continuous execution of the task during three years and carrying out input and output marketing, the consultant has to submit completion report of the assignment reflecting a turnover of around Rs.15 Lakh (Subject to change as per the review of the performance) in the balance sheet of each FPO/FPC.

#### (H) DELIVERABLES AND PAYMENT SCHEDULE

22. Following will be the deliverables and payment schedule-

Task no.	Deliverables/Tasks	Timeline for completion of the task (from the date of agreement signing )	Percentage of Payment <sup>6</sup> to be released
1	<b>ToR para 18.a</b> : Resource mobilization & Submission of <b>Inception Report</b> & approved thereof by the client	0-1 <sup>st</sup> month	Ten(10%)percent of the contract price
2	<b>ToR para 18.b</b> : "Baseline survey, Social Mapping, and Awareness campaigns" completed successfully, report <sup>7</sup> submitted and approved thereof by the client	2 <sup>nd</sup> -4 <sup>th</sup> months	Ten(10%) <sup>8</sup> percent of the contract price
3	<b>ToR para 18.c</b> : "Common interest group mobilization, capacity building and group strengthening" completed successfully, report submitted and approved thereof by the client	5 <sup>th</sup> -6 <sup>th</sup> months	Five(5%)percent of the contract price
4	<b>ToR para 18.d</b> : "Skill assessment and Market Survey/Value chain assessment" completed successfully, report submitted and approved thereof by the client	7 <sup>th</sup> -8 <sup>th</sup> months	Five (5%) percent of the contract price

6 Payment will be released within 14 days of approval of report by the client

7 Client will take 14 days time to review the report and revert back to consultant, i.e. Service Provider (SP)

8 Percentage of payment against each main task mentioned above is divided among sub tasks to make hassle free payment and the same is annexed at Annex-I



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Task no.	Deliverables/Tasks	Timeline for completion of the task (from the date of agreement signing )	Percentage of Payment <sup>6</sup> to be released
5	ToR para 18.e: "Development of training modules, training & capacity building of the share holders and Identification of group activities" completed successfully, report submitted and approved thereof by the client	9 <sup>th</sup> -12 <sup>th</sup> months	Ten(10%) percent of the contract price
5	ToR para 18.f: "Formation, registration and governance of the producer organizations/ companies " completed successfully, report submitted and approved thereof by the client	13 <sup>th</sup> -18 <sup>th</sup> months	Fifteen (15%) percent of the contract price
6	ToR para 18.g: "Development of Business Plan " completed successfully, report submitted and approved thereof by the client	19 <sup>th</sup> -21 <sup>st</sup> months	Fifteen (15%) percent of the contract price
7	ToR para 18.h: "Initiation of Establishment of business enterprise and/or CSCs" completed successfully, report submitted and approved thereof by the client	22 <sup>nd</sup> -27 <sup>th</sup> months	Ten (10%) percent of the contract price
8	ToR para 18.i: "Critical management support in the operation of the business enterprises" completed successfully, report submitted and approved thereof by the client	28 <sup>th</sup> – 35 <sup>th</sup> months	Ten (10%) percent of the contract price
9	ToR para 18.j: Documentation of entire process completed and final report submitted and approved thereof by the client	36 <sup>th</sup> month	Ten (10%) percent of the contract price

**(I) REVIEW MECHANISM AND REVIEW COMMITTEE**

23. Following will be the Review Mechanism and Review Committee-

- a) **Review Mechanism:** There would be monthly review of the progress of SP at ATMA level by the concerned district ATMA which would be chaired by the Project Director, ATMA/District Agricultural Officer of the concerned district and district officers from other concerned departments such as Fishery, AH & VD and Handloom would present in the review meeting. ATMA will also recommend to the Operational Project Implementation Unit (OPIU) of Agriculture (to be placed at Directorate of Agriculture, Khanapara, Guwahati) for releasing of payment to the SP on successful completion of each task/sub-task. Review of the SP at State level would be done on quarterly basis by the OPIU, Agriculture in presence of other concerned OPIU officers from Fishery, AH & VD & Handloom. In the review meeting, the progress made as well as constraints faced would be discussed. In such meeting, strategy would be formulated to address the constraints and the Consultant would work as per the decided strategy.
- b) **Review Committee:** The review committee at state level would be chaired by the Director of Agriculture, who is also the Head of OPIU, Agriculture, The other members of the committee would consist of Officers from OPIU, Fishery, AH & VD and Handloom. One officer from PCU to be nominated by the State Project Director of ARIAS Society would represent the ARIAS Society in the review committee. The review committee may also invite external expert with the approval of SPD of ARIAS Society.

**(J) EXPERTISE REQUIRED/ KEY PROFESSIONALS WHOSE CV WILL BE EVALUATED**

24. **Key Skills required by the Organization/SP:**

- a) Good understanding and knowledge of livelihoods, gender, equity issues and poverty within a rural context.
- b) Proven track record and practical experience in applying pro-poor market and business development approaches within a rural context. Good understanding, experience and knowledge of the principles and concepts of agriculture commodity marketing, processing and value addition of the agriculture produce.

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- c) Experience of working for value chain development from producers' perspectives with special emphasis on the commodities envisaged for APART
- d) Experience in imparting training, technology transfer and product development
- e) Experience in institutional development, logistics management and finance
- f) Experience in handling key challenges faced in marketing at primary producers/collectors level. This needs to be in alignment with agro-climatic and socio-economic situation of NER in general and Assam in particular
- g) Experience of working in the North East of India especially in agri-business sector with special emphasis on agro logistics expertise in rural and semi urban territories
- h) Should also have good understanding and knowledge of the non-farm rural development sectors in India, preferably in NE

25. **Key professionals required for the assignment are given below and their CVs would be evaluated.** However, Service Provider may engage additional resources (including the time for each team member) as they deem fit, keeping in mind the objectives, tasks and outputs of the assignment. Experts with national exposure on similar assignments and who have experience of working with the World Bank and/or other international donor institutions (e.g., ADB, EU, DFID, etc.) financed projects would be preferred. Firms applying are expected to demonstrate experience of undertaking similar assignments in the past, particularly in the field of market-led development in agriculture sector and promotion of rural livelihoods

Position	No.	Qualification	Roles & Responsibilities (in brief)
Team Leader	1	<p><b>Qualification:</b> Post Graduate(PG) degree in Agriculture / Agribusiness / Rural Development (RD) or a closely related field</p> <p><b>Experience:</b> at least 10 years of experience in Community Mobilization/ Farmer Collectives out of which at least 5 years shall be in market led operations (Linkages &amp; Management)</p>	<ol style="list-style-type: none"> <li>1. Responsible for timely delivery of overall objectives of the contract and will act as the first touch point for all correspondence from ARIAS Society.</li> <li>2. Designing commodity specific business strategies aimed at achieving higher market capitalization &amp; volume turn-over</li> <li>3. Categorization of end users and consumer markets based on price parity, product quality and seasonality matrix.</li> <li>4. Compilation and documentation of various Product Market Combinations (PMCs) for each FPO and providing inputs on development and promotion of these FPOs</li> <li>5. Based on Crop Survey Report providing feedback to buyers (large traders, processors), Market Intelligence Cell (MIC) for long term forecasts, preparing commodity bulletins, liaising with R&amp;D organizations for research outputs/ technologies which could be directly adopted by FPOs, keeping close coordination with FPO/CSCS Service Providers (SPs) in other zones.</li> <li>6. Solving transport and logistics bottlenecks for fluidic commodity movements</li> <li>7. Providing inputs on efficient &amp; effective implementation of CSC B-plans</li> <li>8. Coordination &amp; liaison with Client / State level officials, District /ATMA officials, EDPF cell, MIC and other national &amp; international organizations etc. involved in the project.</li> <li>9. Presentation of progress reports as per contract</li> </ol>

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Position	No.	Qualification	Roles & Responsibilities (in brief)
			agreement to ARIAS Society Review Meetings and DLCC Meetings.
Institutional Development Expert	1	<p><b>Qualification:</b> Post Graduate degree in RD/ Social Sciences / MBA or a closely related field.</p> <p><b>Experience:</b> 5-7 years of field level experience in community development projects</p>	<ol style="list-style-type: none"> <li>1. Development of module for baseline survey of the potential areas in the villages of the districts where farmer producer organizations can be formed.</li> <li>2. Publicity campaign, structuring the awareness campaign modules &amp; activity calendar for mass communication of the project deliverables and perceived benefits of FPOs/FPCs &amp; CSCs in operational areas.</li> <li>3. Development of training module with special reference to gap analysis in post production and market linkage aspects and facilitating training of the project beneficiaries to develop desired skill set.</li> <li>4. Identification of informal Board of Directors (BoD) and organizing meeting of this informal "BoD"</li> <li>5. Facilitate the election of the Governing Board/Management Committee and office bearers, as required depending on the legal form of the organization and assisting and facilitating the producers' groups in preparation of bye-laws, rules of business &amp; memorandum of association.</li> <li>6. Assist the FPOs in registration of the producer organizations as "Farmer Producer Company" under the Producers' Company Act and facilitate in the collection of Registration Certificate, Approval of Board, Copy of the Bye-laws and instruction for operating a bank account</li> <li>7. Facilitate the FPOs to obtain necessary licenses that would enable them for carrying out both agriculture input and output marketing. These include, among others, Mandi license, Seed license, Pesticide license, Fertilizer license Registration with sales tax, income tax and service tax department etc.</li> </ol>
Agribusiness Expert	1	<p><b>Qualification:</b> Post Graduate degree in Agri.-Business / M.Sc. Agri. or Allied +MBA or a closely related field</p> <p><b>Experience:</b> 5-7 years of relevant field level experience in handling agri. and allied commodity value chains</p>	<ol style="list-style-type: none"> <li>1. Micro and macro level assessment of the commodity specific value chain with respect to post harvest operations, mechanical requirements of CSCs and marketing of primary processed products arriving at commodity specific business plans.</li> <li>2. Conducting pre and post season crop surveys for arriving at real time prospective business volumes for the FPOs</li> <li>3. Drafting FPO specific value addition, post harvest management &amp; processing B- plan wherein customized structures for CSCs shall be designed including the interiors &amp; primary- processing facilities to be made available to FPO members.</li> <li>4. Developing and implementing marketing strategy based on analysis of forward and backward integration plans for the commodities under focus of</li> </ol>



Position	No.	Qualification	Roles & Responsibilities (in brief)
			<p>the concerned FPO.</p> <ol style="list-style-type: none"> <li>Facilitate capacity building of producers with respect to farm gate processing and building their primary value addition capacities.</li> <li>Structuring training modules and demonstrations for the FPO members on basic post harvest management practices and value addition.</li> <li>Facilitating M&amp;E requirement.</li> </ol>
Financial Management Expert	1	<p><b>Qualification:</b> MBA (Finance) or a closely related field</p> <p><b>Experience:</b> at least 4 years experience of working on similar assignments, development of bankable proposals and arranging finance</p>	<ol style="list-style-type: none"> <li>Liaison with the banks/financial institutions etc. for account opening, operational &amp; transactional modalities, utilization and investment plan &amp; depositing the share capital &amp; other amount collected from the FPOs into the bank account.</li> <li>Assist the producer organizations to develop &amp; strengthen the linkages with banks &amp; other commercial lending institutions (financial capacity building)</li> <li>Arriving at actual cost of production and net margin desirable through primary processing, competitive pricing of commodities (in close coordination with MIC) moving through CSC &amp; projection of profit &amp; turnover for the activities to be adopted by the producer companies/ organization</li> <li>Mapping &amp; "as is" assessment of current status of transport and logistics arrangements in the areas of operation.</li> <li>Periodic assessment of volume &amp; value realization of FPOs</li> <li>Contributing inputs on fund flow system, financial transactions &amp; establishment of a well-defined accountability system for preparation of the Operational Manual</li> <li>Facilitating M&amp;E requirements</li> </ol>
District Task Managers	5	<p><b>Qualification:</b> Graduate/ Post Graduate degree in Agriculture or allied Sciences/Marketing, or a closely related field</p> <p><b>Experience:</b> 3-4 years of experience in community development projects. Preference will be given to the candidates having domain expertise in crops, language and</p>	<ol style="list-style-type: none"> <li>Conducting baseline surveys for assessment of the CIG/FIG stakeholders aimed at structuring of functional FPOs and guiding the Community Organizer for conducting effective awareness campaign.</li> <li>Identification of target / affinity groups; identification and training of community resource persons and book keepers;</li> <li>Undertaking the process of documentation, database compilation for all necessary legal and formal requirements towards formation of the FPO</li> <li>Assist the FPOs in the opening of bank account, with signatories as per the bye-laws of the organization</li> <li>Arrange to conduct all trainings, demonstrations, visits, capacity building operations and any other extension services as required towards supporting</li> </ol>


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Position	No.	Qualification	Roles & Responsibilities (in brief)
		demography of the proposed operational locations.	<p>the deliverables of the Institutional Development Expert, Agri. Business Expert, Financial Management Expert</p> <p>6. Support Agri. Business Expert in conducting crop surveys</p> <p>7. Providing data on original volume, current value addition facilities, existing marketing channels and possible off take from the (CSCs).</p> <p>8. Streamlining the reporting and follow-up mechanism with the District Level Coordination Committee (DLCC) for maintaining a transparent administrative structure acting as a vital link between the grass root level (community organizers) and the Team Leader</p>
Community Organizers	10 <i>{two per district, however, based on assessment done by the SP, additional Community Organizer(s) may be hired by the SP}</i>	<p><b>Qualification:</b> Graduate / Post Graduate degree in respective area of expertise</p> <p><b>Experience:</b> 3-4 years of field level experience of working in community development projects. Preference will be given to the candidates having domain expertise in crops, language and demography of the proposed operational locations.</p>	<p>1. Assist in baseline survey of the potential areas in the villages of the districts where Farmer Producer Organizations (FPOs) can be formed and Common Service Centres (CSCs) can be established.</p> <p>2. Mapping potential stakeholders in his/her operational area as per the secondary information from the line Departments and Digital Database.</p> <p>3. Preparation of prioritized list of stakeholders, commodities, locations to be taken up for business-plan of FPOs.</p> <p>4. Undertake awareness campaign through individual contacts and small group meetings/FGDs, organizing mass meetings, community envisioning and vision validation; identification of target / affinity groups; identification and training of community resource persons and book keepers;</p> <p>5. Identify a prioritized list of training, capacity building and skill development programs as per seasonality and crop calendar</p> <p>6. Assisting the crop survey operation by supporting collection of first hand grass root level data and also supporting the District Task Manager in collection of all grass root level first hand data towards formulating an Agri. Business Plan (FPO &amp; CSC).</p> <p>7. Collection of information from producers on current cultivation practices and input utilization pattern.</p> <p>8. Structuring the FPO Operational Manual (Daily, monthly, quarterly, annual works schedule) along with the key deliverables of each FPO.</p> <p>9. Maintenance of ground level database with clear documentation and making it available as and when desired by higher authorities.</p>


  
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## Annex-I

### Payment matrix for Service Provider(SP) for establishment of CSCs through the formation of FPOs/FPCs

ToR para no.	Tasks/Sub Tasks	Percentage of payment to be released against each task/ sub tasks
<b>18 (a)</b>	<b>Resource mobilization &amp; Submission of Inception Report &amp; approved thereof by the client</b>	<b>10%</b>
<b>18 (b)</b>	<b>Baseline survey, Social Mapping, and Awareness campaigns" completed successfully, report submitted and approved thereof by the client</b>	<b>10%</b>
i)	Visit to the identified project clusters of the districts and conduct baseline survey on production, marketable surplus, production and marketing calendar, etc. and social mapping using participatory methods like PRA techniques & tools	2
ii)	Screen the potential clusters of surplus producers for organizing the FPO/FPC and setting up of CSC. The final selection would be based on well-defined criteria.	2
iii)	Baseline Survey for virtual mapping of raw material production and movement from the Production Clusters to a common aggregation/merging point	2
iv)	Undertake awareness campaign to inform the farmers about the benefit of farmers' collectives/organizations etc. through individual contact, small group meeting, organizing mass meeting, community envisioning and vision validation etc.	2
v)	Select group representatives, informing about time and place of meeting, naming of the group, identify the group activities	2
<b>18 (c)</b>	<b>Common interest group mobilization, capacity building and group strengthening" completed successfully, report submitted and approved thereof by the client</b>	<b>5%</b>
i)	Identification of target / affinity groups	0.5
ii)	Identification and training of Community Resource Persons(CRPs) and book keepers	0.5
iii)	Conversion of target/affinity groups into Common Interest Groups (CIGs)/ Farmer Interest Groups (FIGs). etc.	1
iv)	Assisting and facilitating the groups in preparation of bye-laws, initiation of group activities, pooling of produce, contract farming etc	1
v)	Assisting & facilitating the group about financial transactions, importance of accounting & initiation of account keeping	1
vi)	Facilitate group sale of agricultural produce and group purchase of agricultural inputs in order to ensure group cohesiveness and generate commercial interest within the group and facilitate experimental learning among the groups to undertake market research (for both input and output side). Based on the market research as well as experimental learning, group makes informed decisions and accordingly further actions are taken.	0.5
vii)	Capacity building in identified activities and establishment of an accountability system	0.5
<b>18 (d)</b>	<b>Skill assessment and Market Survey/Value chain assessment" completed successfully, report submitted and approved thereof by the client</b>	<b>5%</b>
i)	Assessment of skill of Production Cluster stakeholders and gap analysis with special reference to Knowledge/Skill/Opinion on volume to value transition	1
ii)	Identification of products for marketing (based on market requirements as well as available product range)	1
iii)	Assessment of complete supply chain, which includes raw-material, credit, manpower and transport logistics, etc. and accordingly developing product marketing strategy;	1
iv)	Identification of prospective marketing opportunities, both agriculture inputs and agriculture outputs and designing the business module for the same	1
v)	Costing, competitive pricing and projection of profit and turnover for the activities to be adopted by the producer groups.	0.5
vi)	Mapping the prevailing/traditional business operations for identification of the steps/activities leading to increase in the product cost and also the steps/activities leading to better returns	0.5
<b>18(e)</b>	<b>Development of training modules, training &amp; capacity building of the share holders and Identification of group activities" completed successfully, report submitted and approved thereof by the client</b>	<b>10%</b>
i)	Development of training module with special reference to gap analysis in post production and market linkage aspects and facilitating training of the share holders to develop desired skill set.	2
ii)	Training of group representatives and group members for managing business on commercially viable scale	2
iii)	Facilitating training of shareholders in a phased manner addressing specific agendas for value added production; processing and marketing dynamics	2
iv)	Organizing exposure visits of group representatives/ group members and organizing workshops/seminars/field days (in coordination with the line departments and ATMs)	2
v)	Design, develop and implement processes for pilots for aggregation and sale of agriculture	2

  
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ToR para no.	Tasks/Sub Tasks	Percentage of payment to be released against each task/ sub tasks
	produce and develop strategies for up scaling of such successful pilots.	
<b>18 (f)</b>	<b>Formation, registration and governance of the producer organizations/companies " completed successfully, report submitted and approved thereof by the client</b>	<b>15%</b>
i)	Assess the maturity of the groups (CIGs/FIGs) through appropriate indicators such as attendance of members in a group, membership strength, account opening etc. Service Provider would facilitate opening the accounts for these groups. Service Provider would be responsible for setting up a sound governance structure of the groups. Once the maturity is assessed, Service Provider would also be responsible for training and capacity building (including book keeping, attendance records, and minutes of meeting).	1
ii)	Capacity building and training of group representatives and group members in identified activities such as book keeping and accounting, record maintenance, management, community procurement aspects etc. and develop a system for record maintenance and account keeping for the group members.	1
iii)	Identification of informal Board of Directors (BoD) and organizing meeting of this informal "BoD"	1
iv)	Assisting and facilitating the FPO in preparation of operation manual that would include among others fund flow system, procurement method, financial transactions, marketing arrangements leading to establishment of a well-defined accountability system	1
v)	Facilitate the election of the Governing Board/Management Committee and office bearers, as required depending on the legal form of the organization	1
vi)	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;	1
vii)	Assisting and facilitating the producers' groups in preparation of bye-laws, rules of business & Memorandum of Association (MoA).	1
viii)	Assist in the opening of a bank account, with signatories as per the bye-laws of the organization	1
ix)	Facilitate in the collection of share capital, membership fees and other necessary fees as applicable from the members and depositing it into the bank account	1
x)	Formation of Farmer Producer Organization(FPO) (by federating the CIGs/ FIGs into larger group) and registration of FPO as "Farmer Producer Company"(FPC) under the Producers' Company Act	2
xi)	Ensure that authorized share capital of the Farmer Producer Company(FPC) is divided into appropriate number of equity shares of suitable denomination with power for the FPC to consolidate, convert, sub-divide, reduce or increase the the provisions of the Companies Act, 2013	1
xii)	Facilitate in the collection of Registration Certificate, Approval of Board, Copy of the Bye-laws and instruction for operating a bank account	1
xiii)	Facilitate the producer companies to acquire the necessary licenses and other relevant permissions that would enable them for carrying out both agriculture input and output marketing. These include, among others, Mandi license, Seed license, Pesticide license, Fertilizer license, Registration with sales tax, income tax and service tax department, License from Pollution Control Board, Registration / Certification with FSSAI (especially if involved in processing), Power connection, Bank account, Registration with District Industries and Commerce Centres (DI&CCs)	1
xiv)	Assist producer organizations/companies to develop and strengthen the linkages with (a) research/academic institutions (b) banks & other commercial lending institutions (c) insurance companies (d) logistics providers etc.	1
<b>18(g)</b>	<b>Development of Business Plan " completed successfully, report submitted and approved thereof by the client</b>	<b>15%</b>
i)	Development of Agri.-Business Plan: Farm gate produce linked to primary aggregation market through CSCs with special reference to handling, storage, primary processing & post harvest loss control mechanisms.	3
ii)	Identify specific and realistic goals/objectives for the development of work plans and budgets	3
iii)	Development of business plans that are viable & bankable based on CSC concept	3
iv)	Arrangements of critical inputs including finance, machinery / equipment and technology FOR CSCs	3
v)	Facilitate long-term collaborations with institutions/individuals such as input suppliers, service providers etc. State Govt. Line Departments; Stakeholders working for APART	3
<b>18 (h)</b>	<b>Initiation of Establishment of business enterprise and/or CSCs" completed successfully, report submitted and approved thereof by the client</b>	<b>10%</b>
i)	Initiation of agri-business operations of the FPOs with special reference to aggregation, delivering value proposition, assured market linkages and transparent profit transition to	1



ToR para no.	Tasks/Sub Tasks	Percentage of payment to be released against each task/ sub tasks
	the shareholders.	
ii)	Training of group representatives & group members for managing business on commercially viable scale	1
iii)	Facilitate the FPOs on bulk purchase & marketing of agriculture inputs like seeds, fertilizers, pesticides etc.	2
iv)	Support the FPOs/FPCs to evolve and become pro-market sensitive business groups	
v)	Promotion of post harvest value addition and processing	1
vi)	Grading, packaging, promotion and placement of the products with requisite publicity	1
vii)	Strengthening of Supply chain of the agriculture and livestock products	1
viii)	Establishing partnership and linkages with private sector	1
ix)	Contributing to enhancement of income of value chain actors from the producers' perspectives	1
x)	Establishment of business enterprises managed by the producers' organizations	1
<b>18 (i)</b>	<b>Critical management support in the operation of the business enterprises" completed successfully, report submitted and approved thereof by the client</b>	<b>10%</b>
i)	Provide critical management support such as increase in collection of share capital, facilitate increase in linkages with input providers, develop market intelligence database and facilitate linkages with market traders/ wholesalers, assistance in facilitating access to credit etc. for all the Farmer Producer Companies(FPCs)	4
ii)	Support all FPCs in continuing their business as per their business plans and making the FPCs as viable business entities	3
iii)	Provide necessary support in fully functional operations (basic value addition, primary processing and post harvest handling etc.) of CSCs run by FPCs	3
<b>18 (j)</b>	<b>Documentation of entire process completed and final report submitted and approved thereof by the client</b>	<b>10%</b>
i)	Documentation of the entire process and results thereof. Develop an information sharing and dissemination strategy with the project team	10

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## APPENDIX B - KEY EXPERTS

Sl.	Name	Position (as in TECH-4)	Expert's input (in person/month)		
KEY EXPERTS			Person-Month Remuneration Rate (Rs.)	Time Input in Person/ Month	Total Amount (Rs.)
K-1	D.C. Sharma	Team Leader	115000	17	1955000.00
K-2	Ashok Kumar Kalia	Institutional Development Expert	90000	9	810000.00
K-3	Dambaru Dhar Das	Agribusiness Expert	90000	17	1530000.00
K-4	Premlata	Financial Management Expert	80000	9	720000.00
K-5	Pankaj Duarah	District Task Managers -1	75000	35	2625000.00
K-6	Pankaj Kalita	District Task Managers-2	75000	35	2625000.00
K-7	Pinak Protim Baruah	District Task Managers-3	75000	35	2625000.00
K-8	Anirudhya Ghosh	District Task Managers-4	75000	35	2625000.00
K-9	Uma Kant Dubey	District Task Managers-5	75000	35	2625000.00
K-10	Kabindra Patowary	Community Organizers-1	25000	35	875000.00
K-11	Bhaskar Gohain Hazarika	Community Organizers-2	25000	35	875000.00
K-12	Debasish Baruah	Community Organizers-3	25000	35	875000.00
K-13	Ratan Bharali	Community Organizers-4	25000	35	875000.00
K-14	Jonali Rajbangshi	Community Organizers-5	25000	35	875000.00
K-15	Sonat Kumar Baruah	Community Organizers-6	25000	35	875000.00
K-16	Longbir Bey	Community Organizers-7	25000	35	875000.00
K-17	Hriday Kamal Patgiri	Community Organizers-8	25000	35	875000.00
K-18	Jananomoy Barman	Community Organizers-9	25000	35	875000.00
K-19	Hirendra Kumar Das	Community Organizers-10	25000	35	875000.00
	Total				26890000.00

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



  
 State Project Director  
 ARIAS Society



## APPENDIX C – BREAKDOWN OF CONTRACT PRICE

No.	Item	Cost (Indian Rupees)
<b>Cost of the Financial Proposal</b>		
Including:		
(1) Remuneration		32255000.00
(2) Reimbursable		12028000.00
	<b>Sub total</b>	<b>44283000.00</b>
<b>Indirect Local Tax Estimates</b>		
(i) GST (18%)		7970940.00
	<b>Grand Total</b>	<b>52253940.00</b>

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.)
<b>KEY EXPERTS</b>					
K-1	D.C. Sharma	Team Leader	115000	17	1955000.00
K-2	Ashok Kumar Kalia	Institutional Development Expert	90000	9	810000.00
K-3	Dambaru Dhar Das	Agribusiness Expert	90000	17	1530000.00
K-4	Premalata	Financial Management Expert	80000	9	720000.00
K-5	Pankaj Duarah	District Task Managers -1	75000	35	2625000.00
K-6	Pankaj Kalita	District Task Managers-2	75000	35	2625000.00
K-7	Pinak Protim Baruah	District Task Managers-3	75000	35	2625000.00
K-8	Anirudhya Ghosh	District Task Managers-4	75000	35	2625000.00
K-9	Uma Kant Dubey	District Task Managers-5	75000	35	2625000.00
K-10	Kabindra Patowary	Community Organizers-1	25000	35	875000.00
K-11	Bhaskar Gohain Hazarika	Community Organizers-2	25000	35	875000.00
K-12	Debasish Baruah	Community Organizers-3	25000	35	875000.00
K-13	Ratan Bharali	Community Organizers-4	25000	35	875000.00
K-14	Jonali Rajbangshi	Community Organizers-5	25000	35	875000.00
K-15	Sonat Kumar Baruah	Community Organizers-6	25000	35	875000.00
K-16	Longbir Bey	Community Organizers-7	25000	35	875000.00
K-17	Hriday Kamal Patgiri	Community Organizers-8	25000	35	875000.00
K-18	Jananomoy Barman	Community Organizers-9	25000	35	875000.00
K-19	Harendra Kumar Das	Community Organizers-10	25000	35	875000.00
	<b>Subtotal</b>				<b>26890000.00</b>
<b>NON-KEY EXPERTS</b>					
N-1	P1	Project Manager	50000	36	1800000.00
N-2	P2	Field Executive	40000	36	1440000.00
N-3	P3	Accounts Officer	35000	35	1225000.00
N-4	P4	Secretarial Support	25000	36	900000.00
	<b>Subtotal</b>				<b>5365000.00</b>
	<b>Total Costs</b>				<b>32255000.00</b>

Breakdown of Reimbursable Expenses					
Sl	Type of Reimbursable Expenses	Unit	Unit Cost (Rs.)	Quantity	Indian Rupee
1	Per Diem	Days	1403.48	1207	1694000.00
2	Local Conveyance/Transportation (Hiring Vehicle)	Month	64285.71	35	2250000.00
3	Inter-State Conveyance/Transportation	Trips	15000.00	36	540000.00
4	Training/Orientation/Assesment	Days	224952.38	21	4724000.00
5	Stationary	Month	10000.00	35	350000.00
6	Contingency	Month	15000.00	35	525000.00
7	Reproduction of Report (Printing/Xerox)	Reports	5000.00	9	45000.00
8	Communication	Month	5000.00	35	175000.00
9	Office Rent	Month	30000.00	35	1050000.00
10	Office Asset	LS			300000.00
11	Audio-Visual	Theme	75000.00	5	375000.00
	<b>Total</b>				<b>12028000.00</b>



*State Project Director*  
*ARIAS Society*



**APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE**  
**[See Clause GCC 41.2.1 and SCC 41.2.1]**

**Format of Bank Guarantee for Advance Payment**

**(Deleted)**



Chinnappa MS

  
State Project Director  
ARIAS Society



**APPENDIX E – MINUTES OF NEGOTIATION**

(Attached Separately)

Chenmas



  
State Project Director  
ARIAS Society