

**CONTRACT FOR CONSULTANT'S SERVICES**

**Lump-Sum**

**Project:**

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

**(Project No.: P155617; IBRD loan No. 8780-IN)**

**(Procurement Plan Reference: IN-ARIAS-157949-CS-QCBS)**

**Contract No.: ARIAS/APART/808/2019/127**

**Between**

**Assam Rural Infrastructure and Agricultural Services Society**

**ARIAS Society,**

**Agriculture Complex, Khanapara, G.S. Road,**

**Guwahati-781022 (Assam, India);**

**Tel: 0361-2332125; email: spd@arias.in**

**And**

**Ernst & Young LLP (Lead)**

**3rd & 6th Floor, Worldmark-1, IGI Airport Hospitality District,**

**Aerocity, New Delhi - 110037, India**

**Email: satyam.sundaram@in.ey.com**

**With Joint Venture: Action for India Scaling Social Innovation  
21, Pocket-1, Jasola Vihar, New Delhi - 110025, Delhi, INDIA**

**For the Consulting Services for:**

**Hiring of the Implementing Agency for "Assam Challenge Fund for  
Innovative Finance in Agriculture (ACFIFA) for supporting  
innovative approaches to deliver financial services at scale for value  
chain under Assam Agribusiness and Rural Transformation Project  
(APART)**

*State Project Director  
ARIAS Society*

**Country: INDIA**

**Dated of Signing: 9<sup>th</sup> November, 2020**



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# I. Form of Contract

## LUMP-SUM

This CONTRACT (hereinafter called the "Contract") is made the 9<sup>th</sup> day of the month of November, 2020 between, on the one hand, Assam Rural Infrastructure and Agricultural Services Society, Project Coordination Unit, Agriculture Complex, Khanapara, G.S. Road, Guwahati-781022, (Assam, India) (hereinafter called the "Client") and, on the other hand, a Joint Venture, consisting of the following entities, each member of which will be jointly and severally liable to the client for all the Consultant's obligations under this contract, namely Ernst & Young LLP (Lead), 3rd & 6th Floor, Worldmark-1, IGI Airport Hospitality District, Aerocity, New Delhi - 110037, India; and Action for India Scaling Social Innovation, 21, Pocket-1, Jasola Vihar, New Delhi - 110025, Delhi, India (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 [or has applied for] a loan [or credit or grant] from the [insert as relevant, International Bank for Reconstruction and Development (IBRD) or International Development Association (IDA)]: toward the cost of the Services and intends to apply a portion of the proceeds of this [loan/credit/grant] 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/financing/grant] agreement, including prohibitions of withdrawal from the [loan/credit/grant] 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/financing/grant] agreement or have any claim to the [loan/credit/grant] 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 ( <b>DELETED</b> )
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.

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

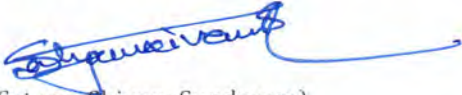
State Project Director  
ARIAS Society



- (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:



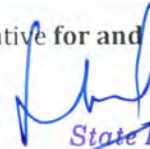
(Satyam Shivam Sundaram)  
Authorized Representative of the Consultant  
**M/s Ernst & Young LLP (Lead)**  
3rd & 6th Floor, Worldmark-1, IGI Airport Hospitality  
District, Aerocity, New Delhi:110037, India; **With Joint  
venture: Action for India Scaling Social Innovation**, 21,  
Pocket-1, Jasola Vihar, New Delhi:110025, Delhi, INDIA  
Email: satyam.sundaram@in.ey.com

Witness -1:



AMIT VERMA  
Senior Project Consultant  
E & Y LLP, Aerocity,  
New Delhi

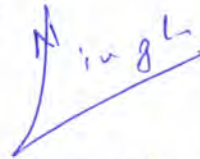
Authorized Representative for and on behalf of  
Client: Signature:



State Project Director  
ARIAS Society

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

Witness -2:



NITIN SINGH  
Fin Services Specialist.  
ARIAS Society.



State Project Director  
ARIAS Society





## II. General Conditions of Contract

### A. GENERAL PROVISIONS

#### 1. DEFINITIONS

1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (b) "Applicable Regulations" means Procurement Regulations for IPF Borrowers of date specified in **Special Conditions of Contract (SCC)**.
- (c) "Bank" means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (d) "Borrower" means the Government, Government agency or other entity that signs the financing agreement with the Bank.
- (e) "Client" means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (f) "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (g) "Contract" means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (h) "Day" means a working day unless indicated otherwise.
- (i) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (j) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (k) "Foreign Currency" means any currency other than the currency of the Client's country.
- (l) "GCC" means these General Conditions of Contract.
- (m) "Government" means the government of the Client's country.
- (n) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- (p) "Local Currency" means the currency of the Client's country.
- (q) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (r) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- (s) "Procurement Regulations" means the World Bank's Procurement Regulations



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for IPF Borrowers,

- (t) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (u) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (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.
- (w) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

**2. Relationship between the Parties**

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

**3. Law Governing Contract**

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

**4. Language**

4.1. This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**5. Headings**

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

**6. Communications**

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**.

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**.

**7. Location**

7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

**8. Authority of Member in Charge**

8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

**9. Authorized Representatives**

9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.

**10. Fraud and Corruption**

10.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Attachment 1 to the GCC.

**a. Commissions and Fees**

10.2 The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

*State Project Director  
ARIAS Society*

**B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

**11. Effectiveness of**

11.1. This Contract shall come into force and effect on the date (the "Effective





## **Contract**

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.

### **12. Termination of Contract for Failure to Become Effective**

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

### **13. Commencement of Services**

13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.

### **14. Expiration of Contract**

14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.

### **15. Entire Agreement**

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.

### **16. Modifications or Variations**

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.

## **17. Force Majeure**

### **a. Definition**

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. No Breach of Contract**

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.

### **c. Measures to be Taken**

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 such Party was unable to perform such action as a result of Force Majeure.

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:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

## 18. Suspension

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.

## 19. Termination

19.1. This Contract may be terminated by either Party as per provisions set up below:

### a. By the Client

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):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

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

  
State Project Director  
ARIAS Society





under the Contract.

**b. By the Consultant**

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.

- (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.
- (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.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
- (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.

**c. Cessation of Rights and Obligations**

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

**d. Cessation of Services**

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

**e. Payment upon Termination**

19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:


- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
- (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.

**C. OBLIGATIONS OF THE CONSULTANT**

**20. General**

**a. Standard of Performance**

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.

  
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20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

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.

**b. Law Applicable to Services**

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.

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

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
- (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.

20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

**21. Conflict of Interest**

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.

**a. Consultant Not to Benefit from Commissions, Discounts, etc.**

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.

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.

**b. Consultant and Affiliates Not to Engage in Certain Activities**

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.

**c. Prohibition of Conflicting Activities**

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.

**d. Strict Duty to Disclose Conflicting Activities**

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.

**22. Confidentiality**

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.

**23. Liability of the Consultant**

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.

**24. Insurance to be taken out by the Consultant**

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.

**25. Accounting, Inspection and Auditing**

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.

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 sub-consultants' 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).

**26. Reporting Obligations**

26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

**27. Proprietary Rights of the Client in Reports and Records**

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.

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**.

**28. Equipment, Vehicles and Materials**

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.

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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.

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.

#### **D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS**

##### **29. Description of Key Experts**

29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

##### **30. Replacement of Key Experts**

30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

##### **31. Removal of Experts or Sub-consultants**

31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

#### **E. OBLIGATIONS OF THE CLIENT**

##### **32. Assistance and Exemptions**

32.1 Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any

  
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requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.

- (e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (f) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

### 33. Access to Project Site

33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

### 34. Change in the Applicable Law Related to Taxes and Duties

34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1

### 35. Services, Facilities and Property of the Client

35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

### 36. Counterpart Personnel

36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

36.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

### 37. Payment Obligation

37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

## F. PAYMENTS TO THE CONSULTANT

### 38. Contract Price

38.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.

38.2 Any change to Contract price specified in Clause GCC 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

### 39. Taxes and Duties

39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

39.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the

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Consultant.

**40. Currency of Payment**

40.1 Any payment under this Contract shall be made in the currency (ies) of the Contract.

**41. Mode of Billing and Payment**

41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

41.2.1 Advance payment: Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.

41.2.2 The Lump-Sum Installment Payments. 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.

41.2.3 The Final Payment 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**.

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.

**42. Interest on Delayed Payments**

42.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC**.

**G. FAIRNESS AND GOOD FAITH**

**43. Good Faith**

43.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

**H. SETTLEMENT OF DISPUTES**

**44. Amicable Settlement**

44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

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

  
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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.

#### **45. Dispute Resolution**

45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**.



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## **II. General Conditions**

### **Attachment 1**

### **Fraud and Corruption**

**(Text in this Appendix shall not be modified)**

#### **1. Purpose**

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

#### **2. Requirements**

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

2.2 To this end, the Bank:

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



otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a 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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<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 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.

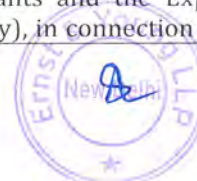


### III. Special Conditions of Contract

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: <b>1<sup>st</sup> July 2016</b>
4.1	The language is: <b>English.</b>
6.1 and 6.2	<p>The addresses are:</p> <p>Client: <b>Assam Rural Infrastructure and Agriculture Services (ARIAS) Society</b>  Attention: <b>State Project Director, ARIAS Society</b>  Address: <b>ARIAS Society, Project Coordination Unit, Agriculture Complex, Khanapara, G.S. Road, Guwahati-781022 (Assam, India);</b>  Tel: <b>0361-2332125;</b>  Email: <b>spd@arias.in</b></p> <p>Consultant : <b>Ernst &amp; Young LLP (Lead)</b>  <b>3rd &amp; 6th Floor, Worldmark-1, IGI Airport Hospitality District, Aerocity, New Delhi - 110037, India; With Joint Venture Action for India Scaling Social Innovation, 21, Pocket-1, Jasola Vihar, New Delhi - 110025, Delhi, INDIA</b></p> <p>Attention : <b>Satyam Shivam Sundaram,</b>  <b>Partner: Transaction Advisory Services M/s Ernst &amp; Young LLP</b></p> <p>Facsimile : <b>Tel: +91 11 6623 3060, Fax: +91 11 6671 9999, Mobile: +91 9953018003</b></p> <p>E-mail : <b>satyam.sundaram@in.ey.com</b></p>
8.1	<p><i>[If the Consultant consists only of one entity, state "N/A";</i></p> <p><i>OR If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here. ]</i></p> <p><b>The Lead Member on behalf of the JV is M/s Ernst &amp; Young LLP</b></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: <b>The State Project Director, ARIAS Society</b></p> <p>For the Consultant: <b>Shri. Satyam Shivam Sundaram,</b>  <b>Partner: Transaction Advisory Services</b></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	"N/A";
13.1	<p>Commencement of Services: The number of days shall <b>be 15 (fifteen)</b> calendar days.</p> <p>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.</p>
14.1	Expiration of Contract: <b>The time period shall be for period of Fifty (50) months after the date of effectiveness. The duration may be extended by the client with mutual agreement of the parties (Please refer to the TOR).</b>
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</p>



Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <ul style="list-style-type: none"> <li>(i) for any indirect or consequential loss or damage; and</li> <li>(ii) for any direct loss or damage that exceeds one time the total value of the Contract;</li> </ul> <p>(b) This limitation of liability shall not</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(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.</li> </ul> <p><i>[Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client and discussed with the Bank prior to accepting any changes to what was included in the issued RFP. In this regard, the Parties should be aware of the Bank's policy on this matter which is as follows:</i></p> <p><i>To be acceptable to the Bank, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Bank. Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or willful misconduct.</i></p> <p><i>The Bank does not accept a provision to the effect that the Client shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the law applicable in the Client's country.]</i></p>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <ul style="list-style-type: none"> <li>(a) <b>Professional liability insurance, with a minimum coverage of Rs 2,14,96,000</b></li> <li>(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";</li> <li>(c) Third Party liability insurance, with a minimum coverage "in accordance with the applicable law in the Client's country";</li> <li>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</li> <li>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</li> </ul>
27.1	<b>No exceptions to proprietary rights provision</b>
27.2	<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>
32.1 (f)	<b>As stated in the TOR</b>
38.1	<p><b>The Contract price is: Rs. 2,14,96,000/- [Indian rupees two crores fourteen lakhs and ninety six 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 "reimbursed" by the Client.</b></p> <p><b>The amount of such taxes (GST @ 18%) is: Rs. 38,69, 280/- [Indian Rupees thirty eight lakhs sixty nine thousands two hundred and eighty only].</b></p>
39.1 and 39.2	<p>The Client warrants that the Client shall reimburse the Consultant, the Sub-consultants and the Experts any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <ul style="list-style-type: none"> <li>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client's country), in connection with</li> </ul>






Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract																																																											
	<p>the carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</p> <p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</p> <p>(d) any property brought into the Client's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that:</p> <p>(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and</p> <p>(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.</p>																																																											
41.2	<p><b>The payment schedule:</b> <i>(Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A)</i></p> <table><tr><th>Sl</th><th>Output</th><th>Activities</th><th>Duration</th><th>Due Date from contract effectiveness</th><th>Payment (%) of contract price</th></tr><tr><td rowspan="3">1</td><td rowspan="3">Inception Report detailing the detailed work schedule, methodologies and expected outputs and outcomes</td><td>Setting expectations on the assignment</td><td rowspan="3">1 month</td><td rowspan="3">1 month</td><td rowspan="3">5%</td></tr><tr><td>Preparation of Inception Report</td></tr><tr><td>Finalisation and submission of Inception report</td></tr><tr><td colspan="6"><b>1<sup>st</sup> MILESTONE : Approval of Inception Report by ARIAS</b></td></tr><tr><td rowspan="3">2</td><td rowspan="3">ACFIFA: Strategy document, Operational Manual</td><td>Develop comprehensive strategy for planning, marketing and executing the Challenge Fund (Refer Section D, Para 10.I of the TOR)</td><td rowspan="3">2 months</td><td rowspan="3">3 months</td><td rowspan="3">7%</td></tr><tr><td>Develop operational manual (Refer Section D, Para 10.II of the TOR)</td></tr><tr><td>Finalisation and submission of strategy document and operational manual</td></tr><tr><td colspan="6"><b>2<sup>nd</sup> MILESTONE : Acceptance of Strategy document and operational manual by ARIAS</b></td></tr><tr><td rowspan="4">3</td><td rowspan="4">ACFIFA: Marketing &amp; Outreach</td><td>Design &amp; developing package for outreach including – presentations, reports, press release, website, advertisement etc</td><td rowspan="4">5 months</td><td rowspan="4">8 months</td><td rowspan="4">10 %</td></tr><tr><td>Conduct launch event and implementation of outreach strategy to encourage potential financial service providers to apply for ACFIFA</td></tr><tr><td>Facilitate application submission from financial service providers</td></tr><tr><td>Submission of report</td></tr><tr><td colspan="6"><b>3<sup>rd</sup> MILESTONE: Acceptance of report by ARIAS</b></td></tr><tr><td>4</td><td>Selection of sub-projects, Signing of grant agreements.</td><td>Formation of evaluation committee including pool of experts from various domains</td><td>1 month</td><td>9 months</td><td>20% (2 % per grant</td></tr></table>					Sl	Output	Activities	Duration	Due Date from contract effectiveness	Payment (%) of contract price	1	Inception Report detailing the detailed work schedule, methodologies and expected outputs and outcomes	Setting expectations on the assignment	1 month	1 month	5%	Preparation of Inception Report	Finalisation and submission of Inception report	<b>1<sup>st</sup> MILESTONE : Approval of Inception Report by ARIAS</b>						2	ACFIFA: Strategy document, Operational Manual	Develop comprehensive strategy for planning, marketing and executing the Challenge Fund (Refer Section D, Para 10.I of the TOR)	2 months	3 months	7%	Develop operational manual (Refer Section D, Para 10.II of the TOR)	Finalisation and submission of strategy document and operational manual	<b>2<sup>nd</sup> MILESTONE : Acceptance of Strategy document and operational manual by ARIAS</b>						3	ACFIFA: Marketing & Outreach	Design & developing package for outreach including – presentations, reports, press release, website, advertisement etc	5 months	8 months	10 %	Conduct launch event and implementation of outreach strategy to encourage potential financial service providers to apply for ACFIFA	Facilitate application submission from financial service providers	Submission of report	<b>3<sup>rd</sup> MILESTONE: Acceptance of report by ARIAS</b>						4	Selection of sub-projects, Signing of grant agreements.	Formation of evaluation committee including pool of experts from various domains	1 month	9 months	20% (2 % per grant
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		and Report submission	for short listing of sub-projects		agreement)	
			Selection and screening of sub - projects			
			Finalization of sub-projects and submission of report. Signing of grant agreement with sub-projects			
	4 <sup>th</sup> MILESTONE: Approval of selected sub-projects and signing of grant agreements with selected sub-projects with ARIAS					
	5	Sub-projects Implementation: Adoption and scaling up of innovative solutions, to 125,000 producers (including 30% women beneficiaries); Monitoring of sub-projects for ensuring 100 % adoption	Conducting workshop with selected sub-projects: Setting expectations on the assignment with sub-projects	40 months	49 months	48% (8% payment shall be against each of half-yearly progress reports) [8*6 = 48%]
			Completion of sub-projects			
	5 <sup>th</sup> MILESTONE: Progress report submission on Half yearly basis and acceptance by ARIAS Assessment by ARIAS on progress made by sub-projects					
	6	Final report submission	Impact assessment & documentation of impact and outreach. Collating information from value chains and documenting the value and impact created by the ACFIFA	1 month	50 months	10%
	6 <sup>th</sup> MILESTONE :Acceptance of final report by ARIAS					
	[Total sum of all installments shall not exceed the Contract price set up in SCC38.1.]					
41.2.1	There shall be no advance payment under the contract.					
41.2.4	<b>The accounts are:</b> for foreign currency: [insert account]. for local currency: [insert account].					
	Account name		ERNST & YOUNG LLP			
	Account number		054-324645-002			
	Name of Bank		The Hongkong and Shanghai Banking Corporation Limited			
	Address of Bank Branch, with contact Tel. No. and email		HSBC JMD Regent Square, DLF Phase II Gurgaon-Mehrauli Road Haryana India 122002			
	IFSC code		HSBC0110005			
	SWIFT Code		HSBCINBBNDH			
	GST registration no.		07AAEFE1763C1ZU			
42.1	The interest rate is: 4 % per annum					
45.1	Disputes shall be settled by arbitration in accordance with the following provisions:					
	1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:					
	(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <b>The Indian Council of Arbitration (In case of contract with foreign consultants: Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland)</b> for a list of not fewer than five (5) nominees					



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



## IV. Appendices

### APPENDIX A – TERMS OF REFERENCE

**Hiring of the implementing agency for  
'Assam Challenge Fund for Innovative Finance in Agriculture (ACFIFA)' for  
supporting innovative approaches to deliver financial services at scale for value  
chains under the World Bank financed Assam Agribusiness and Rural  
Transformation Project (APART)**

#### (A) PROJECT BACKGROUND

1. The Government of Assam (GoA) through Government of India (GoI) has received a Loan from the World Bank for implementation of Assam Agribusiness and Rural Transformation Project (APART). The **Project Development Objective (PDO)** is to *"add value and improve resilience of selected agriculture value chains focusing on smallholder farmers and agro-entrepreneurs in targeted districts of Assam."* 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. **The project aims to reach five lakh farmers with assets or services over a period of seven years and organize around 100 Farmer Producer Organizations (FPOs) along with corresponding number of Common Service Centres (CSCs) (aggregation, and primary processing hubs of agri produce by FPO farmer members).**
2. There are four components of 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 of an Enterprise Development and Promotion Facility (EDPF) (iii) Setting up of an Agribusiness Investment Fund (AIF) (iv) Establishing stewardship councils. **The second component-B is Facilitating Agro Cluster Development** with sub-components being- (i) Support establishment of cluster level Industry Associations (IAs), (ii) Supply Chain Support. **The third component-C 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-D is Project Management, Monitoring & Learning.**
3. **Assam Rural Infrastructure and Agricultural Services (ARIAS) Society is the apex coordinating and monitoring agency for the project.** The project is being implemented by eight line departments of GoA including their Directorates/Agencies/Commissionerates. The project interventions are being taken up in 23 prioritized Districts of Assam (earlier 16 undivided Districts) i.e. Kokrajhar, Barpeta, Nalbari, Darrang, Sonitpur, Goalpara, Nagaon, Cachar, KarbiAnglong, Golaghat, Dhubri, Morigaon, Jorhat, Sivasagar, Hojai, Biswanath Chariali, West KarbiAnglong, Kamrup(M), Kamrup(R), Mankachar, Charaideo, Majuli and Lakhimpur.
4. ARIAS Society intends to utilize a part of the loan to hire an **implementing agency for 'Assam Challenge Fund for Innovative Finance in Agriculture (ACFIFA)' for supporting innovative approaches to deliver financial services at scale for farmers/FPOs/FPCs.**

#### (B) ASSIGNMENT BACKGROUND

5. The subcomponent C3 focuses on three basic activities to facilitate access to and responsible use of financial services for the project beneficiaries; and thereby help them better manage their cash flows, make productivity enhancing investments, and better manage the business and non-business risks they face: (i) data collection and diagnostics on demand and supply of financial services; (ii) *financial services sub-projects to help test innovations and scale-up tested innovations*; and (iii) financial education and counselling.





6. The activity - *Financial services sub-projects to help test innovations and scale-up tested innovations*, will be supported through a Challenge fund - **Assam Challenge Fund for Innovative Finance in Agriculture (ACFIFA)**. The purpose of the ACFIFA is to support testing and/or scaling-up of tested innovations by financial service providers (banks, MFIs, value chain financiers, insurance companies, payments service providers) that can increase access to financial services (savings, payments, insurance and credit) among the APART value chains.
7. The key expected features of the **ACFIFA** are:
  - The estimated size of the **ACFIFA** will be approximately 34 crores.
  - **ACFIFA** will be managed by a firm/ service provider who will act as an implementing agency.
  - **ACFIFA** will competitively select **sub-projects** to partially cover the cost of developing, testing and/or scaling-up financial products or process innovations for adoption of existing products for the value chains of APART.
  - The sub-project proposals are expected to come from financial institutions, value chain financiers, payment service providers, and finance infrastructure service providers. Financial service providers are encouraged to submit a proposal in consortium with other financial service providers, agribusiness companies, and technical partners (fintech, agricultural technology providers, agricultural advisory service providers, etc). In case of a consortium, the applicant needs to submit a declaration regarding the details of the consortium (partners) and the lead applicant in the consortium.
  - Approximately **10 sub-projects** with a **maximum implementation period of three years each**, are proposed to be supported by the project over the project period. Some of the examples of innovative approaches could include modifications/development of financial products and solutions around particular value chains or broader clientele such as invoice discounting/reverse factoring; input financing; overdraft facility for farmers; purchase order financing; credit scoring; mobile based banking; digital wallets and payment systems; and encouraging business correspondent models etc.
  - The ACFIFA would provide partial financial assistance (in the form of grant) for the selected sub-projects. Among others, ACFIFA would intend to support sub-projects that present higher probability of success and potential for scaling, for example:
    - Innovative solutions that are **ready for scaling up**: The product concepts already been established/ validated.
    - Innovative solutions that has **already been used** in rest of India and is applicable to /relevant to the APART value chains in Assam.
  - The minimum criteria being set for **selection of sub-projects** shall include:
    - a. The grant to be provided for a sub-project can cover up to 80% of the total expenses, with a ceiling of 3 crores per sub-project. The eligible expenses for the grant include technical assistance services (TA services), capacity development training, and capital investments such as introduction and upgrading MIS, development of software, and procurement of IT equipment. The capital investment should not exceed 30% of the total eligible expenses. The grant cannot be used for working capital requirements and recurring expenses such as personnel and rent.
    - b. The sub-projects will be selected through at least two rounds of competitive calls for proposals that assess the likelihood of maximum development impact at the least cost.
    - c. The implementing agency cannot play the role of the TA service provider supporting the grantees of the sub-projects.

The sub-projects will be expected to procure required goods and services according to well defined procurement practices being largely practiced within the financial sector.

8. ARIAS Society now seeks to hire an '**Implementing agency for ACFIFA for supporting innovative approaches to deliver financial services at scale**' for stakeholders including Farmers/ FIG/ FPG/ FPOs





within the value chains under the World Bank financed Assam Agribusiness and Rural Transformation Project (APART).

### **(C) OBJECTIVES OF THE CONSULTANCY SERVICE**

9. The Implementing agency will be responsible for overall functioning of the **ACFIFA**. The agency will be responsible for developing calls for proposals, conduct outreach among potential grantees, facilitate selection of proposals through an expert panel, facilitate funding of selected projects through grant agreements between the project and selected entities, monitor their implementation, evaluate the sub-projects, and periodically report results.

### **(D) SCOPE OF THE CONSULTANCY SERVICE & TASKS TO BE PERFORMED**

10. **Develop ACFIFA strategy document and operational manual:**
  - i. Based on the key expected features of the ACFIFA detailed previously and consultations with the ARIAS, devise the overall strategy for implementing the Challenge Fund, which is practical and innovative. The strategy document should describe the objectives of the fund, key operational principles, the overall grant funding process, key performance indicators (KPIs), governing structure, list of potential sub-projects key partners, roll out plan, develop outreach strategy including marketing and communication for the challenge fund. The strategy should also summarize the key challenges in agriculture finance in Assam and identify opportunities that can be addressed by ACFIFA. Also analyse the innovation landscape in the financial services and other related sectors.
  - ii. The day-to-day ACFIFA operations will be guided by an operational manual. The operational manual should include a detailed description of the grant process, roles and responsibilities of the key stakeholders, eligibility and selection criteria of the sub-projects (grantees), eligible expenses, grant ceiling, disbursement procedures and conditions, monitoring and evaluation framework, ESG requirements, and complaint resolution mechanisms. The manual should also include templates for concept note and full proposal to be used for the sub-projects selection, due diligence report template, TOR for expert panel responsible for sub-project selection, other reporting templates and grant agreement.
  - iii. Both documents are expected to be approved by the ARIAS and made publicly available.
11. **Market ACFIFA widely and establish strategic partnerships, if necessary.**
  - I. Partner/ engage with institutions dealing in innovations in the financial services sector (incubators, accelerators etc) to ensure that funding support available from ACFIFA is known widely.
  - II. Market ACFIFA widely through multiple-media channels and through key industry events to raise awareness and interest among potential applicants. Implementing agency should explore combination of any of the below mentioned communication channels for maximizing outreach impact:
    - **Social Media:** Sharing of posts on Facebook, Twitter, LinkedIn etc.;
    - **Digital Media:** Leveraging technology blogs for maximum reach;
    - **Print Media:** Advertisement, press releases, and articles;In addition, the implementation agency should plan a select number of in-person events, either as part of industry conferences or as stand-alone events, to explain the objectives, process, and expected outcomes of the ACFIFA to the target audiences in key locations such as Mumbai, Bangalore, and Kolkata through briefing events.
  - III. Develop an information package for the potential sub-projects that consists of relevant information from the APART project (e.g. summary of the access to finance diagnostics study, a summary of key information on value chains supported by the project, and list of project-supported farmers, farmer organizations and agribusiness SMEs etc.), summary of notable agriculture finance innovations in India and other regions for the potential introduction and replication in Assam, and a list of potential partners for TA support and building a strong consortium.



## 12. Sub-project selection, contracting and management

- I. Conduct at least two calls for proposals for selection of sub-projects.
- II. Manage the selection for sub-projects in coordination with ARIAS team. Specific tasks and activities include the following:
  - a. Manage the selection process –Create an expert panel (pool of experts from various domain related to financial services) for selection of sub-projects, brief panel members, facilitate expert panel meetings/assessments.
  - b. Conduct due diligence of sub-projects including field visit assessments, confirmation of documentation, promoter reference and any other analyses as required.
  - c. Facilitate signing of grant agreement with the selected sub-projects. The grant agreement to cover expected deliverables and outcomes, major expenses and milestones, grant disbursement schedules, roles and responsibilities of the sub-projects, the ACFIFA implementing agency and ARIAS society, and other terms and conditions.

## 13. Monitoring, Evaluation, and Reporting

- I. Monitor implementation progress of sub-projects against agreed KPIs
- II. Manage, monitor and review the fund utilization by the sub-projects and ensure that sub-projects are compliant with policies and procedures prescribed in the operational manual. Specific tasks include:
  - a. Monitor sub-projects and grant utilization, and ensure appropriate and timely utilization of grants
  - b. Link sub-projects with other APART project activities and stakeholders as required
  - c. Report and take necessary measures to reduce and manage risk or deviation by the sub-projects
  - d. Provide regular feedback to sub-projects to ensure issues raised have been addressed by the sub-projects.
- III. Facilitate rigorous evaluation of at least 2 sub-projects to assess the effectiveness of the sub-projects including ability of sub-projects to scale up and create impact on the beneficiaries.
- IV. Report the progress of the **ACFIFA** technically and financially on a quarterly basis to the ARIAS society and on an annual basis publicly.

## (E) DURATION OF ASSIGNMENT, SCHEDULE OF DELIVERABLES & PAYMENT

14. Throughout the assignment, the Implementing agency will produce the following deliverables and Payments will be made as per the schedule below:

Sl	Deliverables	Duration	Payment (%) of contract price
1	Inception report submission	1 month	5 %
2	Strategy document, Operational Manual	2 months	7 %
3	<b>Conducting outreach:</b> Official launch event, portal launch & opening call for proposal	5 months	10%
4	<b>Selection of sub-projects:</b> Signing of grant agreements following 1 <sup>st</sup> call for proposal	42 months	68%
5	<b>Scaling up of sub-projects and monitoring of sub-projects:</b> Adoption and scaling up of innovative solutions from sub-projects to beneficiaries		[20% payment to be made against the signing of grant agreements with sub-projects]
6	<b>Selection of sub-projects:</b> Signing of grant agreements following 2 <sup>nd</sup> call for proposal		[48 % payment to be made on half yearly basis against acceptance of progress report]
7	<b>Scaling up of sub-projects and monitoring of sub-projects:</b> Adoption and scaling up of innovative solutions from sub-projects to beneficiaries		
8	<b>Final report submission :</b> Impact Assessment and documentation		10 %



**(F) DETAILS OF THE ACTIVITIES, KEY MILESTONES, SCHEDULE OF DELIVERABLES & PAYMENT**

Sl	Output	Activities	Duration	Due Date from contract effectiveness	Payment (%) of contract price
1	Inception Report detailing the detailed work schedule, methodologies and expected outputs and outcomes	Setting expectations on the assignment	1 month	1 month	5%
		Preparation of Inception Report			
		Finalisation and submission of Inception report			
1 <sup>st</sup> MILESTONE : Approval of Inception Report by ARIAS					
2	ACFIFA: Strategy document, Operational Manual	Develop comprehensive strategy for planning, marketing and executing the Challenge Fund (Refer <b>Section D, Para 10.I</b> of the TOR)	2 months	3 months	7%
		Develop operational manual (Refer <b>Section D, Para 10.II</b> of the TOR			
		Finalisation and submission of strategy document and operational manual			
2 <sup>nd</sup> MILESTONE : Acceptance of Strategy document and operational manual by ARIAS					
3	ACFIFA: Marketing & Outreach	Design & developing package for outreach including – presentations, reports, press release, website, advertisement etc	5 months	8 months	10 %
		Conduct launch event and implementation of outreach strategy to encourage potential financial service providers to apply for ACFIFA			
		Facilitate application submission from financial service providers			
		Submission of report			
3 <sup>rd</sup> MILESTONE: Acceptance of report by ARIAS					
4	Selection of sub-projects, Signing of grant agreements, and Report submission	Formation of evaluation committee including pool of experts from various domains for short listing of sub-projects	1 month	9 months	20% (2 % per grant agreement )
		Selection and screening of sub - projects			
		Finalization of sub-projects and submission of report. Signing of grant agreement with sub-projects			
4 <sup>th</sup> MILESTONE: Approval of selected sub-projects and signing of grant agreements with selected sub-projects with ARIAS					
5	Sub-projects Implementation: Adoption and scaling up of innovative solutions, to 125,000 producers (including 30% women beneficiaries); Monitoring of sub-projects for ensuring 100 % adoption	Conducting workshop with selected sub-projects: Setting expectations on the assignment with sub-projects	40 months	49 months	48% (8% payment shall be against each of half-yearly progress reports) [8*6 = 48%]
		Completion of sub-projects			
5 <sup>th</sup> MILESTONE: Progress report submission on Half yearly basis and acceptance by ARIAS Assessment by ARIAS on progress made by sub-projects					



6	<b>Final report submission</b>	Impact assessment & documentation of impact and outreach. Collating information from value chains and documenting the value and impact created by the ACFIFA	1 month	50 months	10%
<b>6<sup>th</sup> MILESTONE : Acceptance of final report by ARIAS</b>					

#### **(G) FACILITIES/ SERVICES TO BE PROVIDED BY ARIAS**

15. Access to existing relevant documents/reports/data/background information etc about the project – including the report on the “Diagnostic Study on Finance Opportunities for Producers and Micro Entrepreneurs in the Selected Agri Value Chains of APART”.

(Note – The full study report is available at (<http://arias.in/procurements.html>))

16. Need based access to project areas, sites and concerned Government offices - The project will also give direct access of beneficiaries (Farmers/ FIG/ FPG/ FPOs) to whom financial services needs to be provided.
17. The project will provide contact details of the State Level Banking Committee and District Level Banking Committees, and the leading banks.
18. ARIAS shall ensure necessary cooperation of implementing agencies and/or other line departments of GoA. The client will share relevant available background information, including the results of any preliminary work already conducted. However, the client will not provide any logistics support such as staff housing, office space, and communication facilities etc. to the implementing agency during the study. The agency shall have to arrange all such facilities/services required for carrying out the assigned work and they should take note of this in submitting the financial proposal.


#### **(H) REVIEW & REPORTING**

19. The reports will be submitted to State Project Director (SPD), ARIAS Society, as per the schedule of deliverables in “E” above. The reports will be reviewed by a committee consisting of Financial Services Specialist, Agribusiness Specialist, Agriculture Coordinator, M & E Specialist, and Market Analyst at ARIAS. The SPD would chair the review meetings and he may also invite other subject experts as required for the review meeting. The implementing agency would also be required to make a presentation to the Committee mentioned above after submission of each report at mutually agreed dates as required. The observations of the Committee would have to be addressed within the given time.

#### **(I) KEY PROFESSIONALS AND THEIR QUALIFICATIONS**

20. The designated agency should have adequate understanding of the financial sector /enterprise/ rural financing and should have experience of handling such project of scale and scope earlier. Preference would be given to agency which has prior experience of implementing challenge funds/ competitive call for proposals. An indicative list of key management and technical personnel along with the qualifications is described below. The implementing agency may engage support staff, if required as per the proposed approach and methodology:

Sl.	Position	Minimum Edu. Qualification ,Experience& competencies	Role in the assignment
KE 1	Challenge fund co-ordinator	<ul style="list-style-type: none"> <li>• A Post graduate in Economics/ Business Administration/ Finance/ Banking or a closely related field</li> <li>• At least 15 years of relevant professional experience in banking/ microfinance/ enterprise financing/ rural financing or closely related fields.</li> <li>• Excellent writing and communication skills in English.</li> <li>• Comprehensive understanding of Assam's financial services sector</li> <li>• Demonstrated ability to establish and maintain strategic partnerships,</li> </ul>	<ul style="list-style-type: none"> <li>• Act as a lead for the ACFIFA and facilitate information and knowledge sharing to both internal and external stakeholders</li> <li>• Coordinate communications pertaining to the challenge fund, including call for proposals, implementation progress updates, and impact</li> <li>• Overall responsibility for smooth implementation and delivery of the assignment</li> <li>• Act as the first touch point for all communication to/ from APART</li> </ul>

  
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Sl.	Position	Minimum Edu. Qualification ,Experience& competencies	Role in the assignment
		especially with the financial sector stakeholders.	<ul style="list-style-type: none"> <li>• Lead and manage the team, supervision and guidance to the assignment team</li> </ul>
KE 2	Financial services expert	<ul style="list-style-type: none"> <li>• Masters degree in Finance, Economics, Business Administration or related areas and</li> <li>• At least 10 years of relevant professional experience in Fin Tech/ financial services/financial inclusion/ rural finance sector</li> <li>• Experience of working with financial institution (Bank/NBFC/MFI/DFI) would be preferable</li> <li>• Excellent writing and communication skills in English.</li> </ul>	<ul style="list-style-type: none"> <li>• Act as a key financial services expert for the Challenge fund and facilitate knowledge sharing to both internal and external stakeholders</li> <li>• Undertake assessment to come up with the specific problem statements existing in the APART value chains and the solutions for which are being sought through the challenge fund</li> <li>• Contribute to roll out implementation of the sub-projects and ensure performance of sub-projects</li> <li>• Monitor and report to ARIAS on the progress of product/ services deployment and scaling up to be carried out by the selected sub-projects</li> </ul>
KE 3	Communication Expert	<ul style="list-style-type: none"> <li>• A Post graduate in communication/ mass communication/ advertising/ public relation with 8 years of experience</li> <li>• Experience in branding, communications and experience in media relations, and graphic design, knowledge management and dissemination channels and techniques;</li> <li>• Experience in overseeing documents and report production, print and electronic publishing.</li> </ul>	<ul style="list-style-type: none"> <li>• Devising and implementation of outreach strategy, media campaign, and handling public relation related to challenge fund</li> <li>• Manage overall communication for promoting the Challenge fund during roadshows, call for applications etc.</li> <li>• Capture interim results and support in dissemination of outcome by the sub-projects with wider stakeholders through various platforms and channels;</li> </ul>
KE 4	Monitoring & Evaluation Expert	<ul style="list-style-type: none"> <li>• A Post graduate/ Master's in Economics / Statistics/ Development Studies / Business Administration or similar studies.</li> <li>• Minimum five years of experience with a background in development projects, financial inclusion, M&amp;E and knowledge management;</li> </ul> <p>Strong background and working experience on M&amp;E, quantitative and qualitative research methods.</p>	<ul style="list-style-type: none"> <li>• Development of the overall monitoring &amp; evaluation framework for ACFIFA, define KPIs and indicators.</li> <li>• Support in developing M&amp;E processes and indicators for the sub-projects implementation and tracking the sub-project progress as per the indicators and reporting.</li> </ul>

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### APPENDIX B - KEY EXPERTS

SI	Name	Position (as in TECH-6)	Expert's input (in person/month)			
KEY EXPERTS:			Person-Month Remuneration Rate (Rs.)		Time Input in Person/month	Total Amount (Rs.)
K-1	Shailesh Kumar	Challenge fund co-ordinator	(Home)	1,10,000	30.67	3,373,700
			(Field)	1,10,000	15.33	16,86,300
K-2	Mahamav Patir	Financial services expert	(Home)	1,00,000	29.33	29,33,000
			(Field)	1,00,000	14.67	14,67,000
K-3	Nabajyoti Sharma	Communication Expert	(Home)	70,000	23.33	16,33,100
			(Field)	70,000	11.67	8,16,900
K-4	Ankur Kathuria	Monitoring & Evaluation Expert	(Home)	90,000	30	2,700,000
			(Field)	90,000	15	13,50,000
NON KEY EXPERTS:						
N-1	Satyam Shivam Sundaram	Advisory Panel	(Home)	1,50,000	0.67	1,00,500
			(Field)	1,50,000	0.33	49,500
N-2	Amit Vatsyayan	Advisory Panel	(Home)	1,50,000	0.67	1,00,500
			(Field)	1,50,000	0.33	49,500
N-3	Sanjay Kadaveru	Advisory Panel	(Home)	1,50,000	0.67	1,00,500
			(Field)	1,50,000	0.33	49,500
N-4	Nishant Mishra	Legal Expert	(Home)	90,000	0.67	60,300
			(Field)	90,000	0.33	29,700
N-5	Aditya Peri	Support team	(Home)	90,000	26.67	16,00,200
			(Field)	90,000	13.33	7,99,800
Total						1,89,00,000

  
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 ARIAS Society





### APPENDIX C – BREAKDOWN OF CONTRACT PRICE

No.	Item	Cost (Indian Rupees)
	<b>Cost of the Financial Proposal</b>	
	Including:	
1	<b>Remuneration</b>	1,89,00,000.00
2	<b>Reimbursable</b>	25,96,000.00
	<b>Sub total</b>	<b>2,14,96,000.00</b>
	<b>Indirect Local Tax Estimates</b>	
(i)	GST (18%)	38,69,280.00
	<b>Grand Total</b>	<b>2,53,65,280.00</b>

Breakdown of Remunerations						
Sl	Name	Position (as in TECH-6)	Expert's input (in person/month)			
KEY EXPERTS:			Person-Month Remuneration Rate (Rs.)	Time Input in Person/month	Total Amount (Rs.)	
K-1	Shailesh Kumar	Challenge fund co-ordinator	(Home)	1,10,000	30.67	3,373,700
			(Field)	1,10,000	15.33	16,86,300
K-2	Mahamav Patir	Financial services expert	(Home)	1,00,000	29.33	29,33,000
			(Field)	1,00,000	14.67	14,67,000
K-3	Nabajyoti Sharma	Communication Expert	(Home)	70,000	23.33	16,33,100
			(Field)	70,000	11.67	8,16,900
K-4	Ankur Kathuria	Monitoring & Evaluation Expert	(Home)	90,000	30	2,700,000
			(Field)	90,000	15	13,50,000
NON KEY EXPERTS:						
N-1	Satyam Shivam Sundaram	Advisory Panel	(Home)	1,50,000	0.67	1,00,500
			(Field)	1,50,000	0.33	49,500
N-2	Amit Vatsyayan	Advisory Panel	(Home)	1,50,000	0.67	1,00,500
			(Field)	1,50,000	0.33	49,500
N-3	Sanjay Kadaveru	Advisory Panel	(Home)	1,50,000	0.67	1,00,500
			(Field)	1,50,000	0.33	49,500
N-4	Nishant Mishra	Legal Expert	(Home)	90,000	0.67	60,300
			(Field)	90,000	0.33	29,700
N-5	Aditya Peri	Support team	(Home)	90,000	26.67	16,00,200
			(Field)	90,000	13.33	7,99,800
Total						1,89,00,000

  
 State Project Director  
 ARIAS Society





<b>Breakdown of Reimbursable Expenses</b>					
Sl	Type of Reimbursable Expenses	Unit	Unit Cost (Rs.)	Quantity	Total Amount (Rs.)
1	Per diem allowances	Days	1,000	140	1,40,000
2	Domestic Flights	No of trips (return)	10,000	140	14,00,000
3	In/out of airport transportation	No of trips (return)	1,000	140	1,40,000
4	Communication Cost (between Delhi and Guwahati)	No of calls/faxes	100	60	6,000
5	Reproduction of reports	No of draft and final deliverable	5,000	100	5,00,000
6	Marketing Events (booking of conference halls)	Events	40,000	10	4,00,000
7	Marketing Events (printing of collaterals)	Number of collaterals	10	1,000	10,000
<b>Total</b>					<b>25,96,000</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)**



State Project Director  
ARIAS Society





## APPENDIX E-MINUTES OF NEGOTIATION



### ARIAS SOCIETY

Assam Rural Infrastructure and Agricultural Services Society  
(An Autonomous Body of the Govt. of Assam)

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

No: ARIAS/APART/808/2019/121

Dated Guwahati the 14<sup>th</sup> October, 2020

**Minutes of the Negotiation Meeting for hiring a consultancy Services for 'Hiring of the  
Implementing Agency for: "Assam Challenge Fund for Innovative Finance in Agriculture (ACFIFA)"**  
(Reference: Minutes of the Virtual Meeting issued on 10<sup>th</sup> September, 2020)

**Dated:** 14<sup>th</sup> October 2020

**Time:** 11:30 AM

**Venue:** Virtual Meeting

1. The negotiation meeting was chaired by Sri Vinod Seshan, IAS, State Project Director (SPD), ARIAS Society, with Sri Satyam Shivam Sundaram, Partner, M/s Ernst & Young LLP (E&Y); Sri Aditya Peri, Sri Ankur Kathuria, Sri Shailesh Kumar, Sri Maharnav Patir and others of E&Y; in presence of Sri M. Rahman, Sr. Proc.Specialist, Shri Priti Ranjan Dash, Proc. & Contract Mgmt. Specialist and Sri Nitin Singh, Financial Services Specialist of ARIAS Society.
2. At the outset, the SPD welcomed the team from E&Y for the meeting. The meeting commenced with Sri Sundaram (E&Y) elaborating the reply submitted in response to the MoM of the first negotiation. The E&Y confirmed that all the Key Experts proposed for the assignment are available for full time as mentioned in the technical proposal. The E&Y also confirmed that the key experts will commence services immediately after signing of the agreement. Summary of the decisions taken in the Negotiation meeting include the following:
  - a) Technical approach, methodology & timeline: The E&Y reconfirmed the proposed Approach & Methodology and assured that all the reports will be submitted as per the provisions and timeline of the RFP and hence no changes are considered necessary on this aspect. It was agreed that E&Y shall develop a dynamic and responsive portal for carrying out the assignment and provide technical assistance to ARIAS Society for hosting of the portal. The ARIAS Society will bear the cost of hosting of the portal.
  - b) ToR, Staffing schedule, work schedule, logistics, and reporting: The E&Y confirmed availability of all the four key experts for the assignment as cited in their Technical Proposal. The E&Y also confirmed that no change in the TOR provided in the RFP Document is required.
  - c) Financial Proposal: As it is a Lump-Sum contract under QCBS procedure, the total quoted price stated in the Financial Proposal (FP) is not to be negotiated as per the provision of the RFP document. The total quoted price by E&Y is Rs. 2,14,96,000/- (Breakup: Rs. 1,89,00,000/- for Remuneration + Rs.25,96,000/- for Reimbursable expenses). GST of Rs.38,69,280/- is extra.
3. It is decided that the Minutes of Negotiation Meeting and the draft Negotiated Contract will be shared with E&Y.
4. In this context, SPD intimated the E&Y officials that they need to follow the procedures mentioned in the RFP / contract document in case of any issues pertaining to a procurement process or contract management. No matter should be escalated without exhausting the escalation matrix such as SPD, APC & Chairman GB-ARIAS Society and Chief Secretary & President of Project Guidance Council respectively. Any attempt by E&Y to influence/ canvass beyond the above matrix may not be in the right spirit of procurement and contract management.

The meeting ended with a vote of thanks from the Chairperson.

**Memo No: ARIAS/APART/808/2019/121-A**

**Dated Guwahati the 14<sup>th</sup> October, 2020**

Copy to:

1. All concerned officials of the ARIAS Society present in the meeting.
2. **M/s Ernst & Young LLP (E&Y)**, 6th Floor, Wing A & B, Worldmark 1, Aero City, (Indira Gandhi International Airport), New Delhi-110037; Email: satyam.sundaram@in.ey.com

Minutes signed,

(Vinod Seshan, IAS)  
State Project Director, ARIAS Society

  
State Project Director  
ARIAS Society





**APPENDIX F-TECHNICAL & FINANCIAL PROPOSAL OF THE CONSULTANT**

(Attached Separately)

  
State Project Director  
ARIAS Society

