

STANDARD FORM OF CONTRACT
Contract for Consultant's Services
Lump-Sum

Project Name : **Assam Agribusiness & Rural Transformation Project (APART)**

Project ID : **P155617**

Loan No. : **IBRD No. 8780-IN;**

Procurement Plan Reference No. : **IN-ARIAS-5329-CS-CDS**

Contract No. : **ARIAS/APART/112/2016**

Assignment Title : **Technical Advisory Assistance to APART for the Vegetable Value Chains**

Contract Agreement between : **Assam Rural Infrastructure and Agricultural Services (ARIAS) Society of the Government of Assam OR "ARIAS Society"**
and

World Vegetable Center or "WorldVeg"

Dated : **16th March 2018**

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I. Form of Contract

LUMP-SUM

This CONTRACT (hereinafter called the "Contract") is made the **16th** day of the month of **March, 2018**, between, on the one hand, **Assam Rural Infrastructure and Agricultural Services (ARIAS) Society of the Government of Assam** (hereinafter called the "Client") and, on the other hand, **World Vegetable Center, or "WorldVeg"** (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 applied for a loan from the *International Bank for Reconstruction and Development (IBRD)* toward the cost of the Services and intends to apply a portion of the proceeds of this loan to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the loan agreement, including prohibitions of withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the loan agreement or have any claim to the loan proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (including Attachment 1 "Fraud and Corruption");
 - (b) The Special Conditions of Contract;
 - (c) Appendices:

Appendix A:	Terms of Reference
Appendix B:	Key Experts
Appendix C:	Breakdown of Contract Price
Appendix D:	Form of Advance Payments Guarantee
Appendix E:	Proposal submitted by 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
 - (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.

For and on behalf of the **World Vegetable Center, South Asia Regional Office**,
(Authorized Representative):

Signature:



Name: **Dr. Warwick Easdown**

Title: Regional Director – South Asia & Central Asia, AVRDC - World Vegetable Center
South Asia Regional Office, ICRISAT Campus, Patancheru, Hyderabad 502324, Telangana, India, Tel: +91 40 3071 3755

Date: **16th March 2018**

Witness:


Production Horticulturist
World Veg

For and on behalf of the **Assam Rural Infrastructure and Agricultural Services (ARIAS) Society of the Government of Assam**,
(Authorized Representative):

Signature:

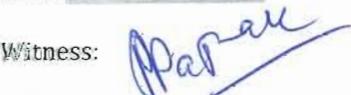

State Project Director
ARIAS Society

Name: **Dr. Siddharth Singh, IAS**

Title: State Project Director, ARIAS Society, Agriculture complex, Khanapara, G.S. Road, Guwahati-781022, Assam, India
Tel: +91 361-2332125;

Date: **16th March 2018**

Witness:


Prasananna Kumar Pathak
Associate Director of Research
Assam Agricultural University
Jorhat

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 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.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. **Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
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** 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

Contract

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 the 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 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.

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 subconsultants' attention is drawn to Sub-Clause 10.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

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 27.1 Unless otherwise indicated in the SCC, all reports and relevant data

the Client in Reports and Records

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. 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 requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (f) Provide to the Consultant any such other assistance as may be specified in the SCC.

33. Access to Project Site

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

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

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

35. Services, Facilities and Property of the Client

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

36. Counterpart Personnel

36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the



Client with the Consultant's advice, if specified in **Appendix A**.

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

37. Payment Obligation

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

F. PAYMENTS TO THE CONSULTANT

38. Contract Price

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

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

39. Taxes and Duties

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

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

40. Currency of Payment

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

41. Mode of Billing and Payment

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

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

41.2.1 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 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.

II. General Conditions
Attachment 1
Fraud and Corruption
(Text in this Appendix shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

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

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

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

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

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

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of India
1.1 (b)	The date of the "Applicable Regulations" is: July, 2016
4.1	The language is: English
6.1 and 6.2	<p>The addresses are:</p> <p>Client : ARIAS Society, Project Coordination Unit, Agriculture Complex, Khanapara, G.S. Road, Guwahati-781022 (Assam, India); Tel: 0361-2332125;</p> <p>Attention : State Project Director, ARIAS Society Facsimile : +91 361-2332564 E-mail : <u>spd@arias.in</u></p> <p>Consultant : World Vegetable Center, South Asia Regional Office ICRISAT Campus, Patancheru, Hyderabad 502324; Telangana, India</p> <p>Attention : Dr. Warwick Easdown, Regional Director – South Asia & Central Asia, World Vegetable Center Phone : +91 40 3071 3755. E-mail: <u>warwick.easdown@worldveg.org</u></p>
8.1	Not Applicable
9.1	<p>The Authorized Representatives are:</p> <p>For the Client:</p> <p style="padding-left: 20px;">i) The State Project Director, ARIAS Society; Ph: +91 361 2332125, Email: <u>spd@arias.in</u> .</p> <p style="padding-left: 20px;">ii) The Director of Horticulture and Food Processing, Government of Assam iii) The Director of Research (Agri), Assam Agricultural University</p> <p>For the Consultant: Dr. Warwick Easdown, Regional Director – South Asia & Central Asia, World Vegetable Center</p>
11.1	The effectiveness conditions are the following: Date of undertaking by the Consultant that the proposed experts are available to take up the assignment.
12.1	Termination of Contract for Failure to Become Effective: The time period shall be 120 days
13.1	Commencement of Services: The number of days shall be 10 days from the date of effectiveness. Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract: The time period shall be 60 months after the Effective Date
21 b.	The Client reserves the right to determine on a case-by-case basis whether the Consultant should be allowed from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3 : Yes
23.1	No additional provisions.

24.1	<p>The insurance coverage against the risks shall be as follows:</p> <ol style="list-style-type: none"> a. Professional liability insurance, with a minimum coverage of US\$1,400,197 (US Dollar one million four hundred thousand one hundred ninety seven); 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 <i>in accordance with the applicable law in the Client's country;</i> c. Third Party liability insurance, with a minimum coverage <i>in accordance with the applicable law in the Client's country;</i> 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 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.
27.1	<p>No exceptions to proprietary rights provision. However, in case WorldVeg introduces their technologies / germplasm/varieties under the project, the client/Government of Assam shall have the liberty to further adopt/multiply/use/modify the same</p>
38.1	<p>The Contract price is:US\$1,400,197(US Dollar one million four hundred and thousand, one hundred and ninety seven) (exclusive of local indirect taxes i.e. GST)(GST: Goods and Services Tax)</p> <p>Any indirect local taxes i.e. GST chargeable in respect of this Contract for the Services provided by the Consultant shall be paid by the Client for the Consultant, as per applicable laws of India.</p> <p>The amount of such taxes shall be Indian ₹1,63,82,305 the current rate GST on services is 18%, with exchange rate of 1 US\$=₹ 65/-</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> <ol style="list-style-type: none"> (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 the carrying out of the Services; (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; (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; (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: <ol style="list-style-type: none"> (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 (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.
41.2	<p>The payment schedule:</p>

#	Deliverables/ Activity	% of payment out of yearly total payments against Deliverables										% payment out of Total Contract price
		Yr. 1		Yr. 2		Yr. 3		Yr. 4		Yr. 5		
		1 st	2 nd	1 st	2 nd	1 st	2 nd	1 st	2 nd	1 st	2 nd	
	Deliverable A	10										10
1	Deliverable 1.			2	2	3	3	3	3	1.5	1.5	19
2	Deliverable 2:	2	2	9	9	10	10	10	10	5	4	71
	Total % of yearly payment	12	2	11	11	13	13	13	13	6.5	5.5	100%
	Total % payment	100%		100%		100%		100%		100%		Total Price

Note:

- Payment of installments shall be linked to the detailed deliverables specified in the Terms of Reference at Appendix A.
- If WorldVeg needs any advance payment, it shall be made (maximum 5% of the contract ceiling) against the bank guarantee for the same amount as per GCC 41.2.1.
- Total sum of all installments shall not exceed the Contract price set up in SCC38.1.

41.2.1 The following provisions shall apply to the advance payment (if requested by the consultant) and the advance bank payment guarantee:

- An advance payment of maximum 5% of the contract ceiling US\$ i.e. US\$70,010 (US Dollar seventy thousand and ten only) in foreign currency will be made within 30days after the receipt of an advance bank payment guarantee by the Client through the Bank of Taiwan. The advance payment will be set off by the Client in equal portions against.
- The advance bank payment guarantee shall be in the amount and in the currency of the of the advance payment.
- The bank guarantee will be released when the advance payment has been fully set off.

41.2.4 The accounts are:
for foreign currency: WorldVeg payment details are as follows:
ACCOUNT NAME: Asian Vegetable Research and Development Center
BANK NAME: JP Morgan Chase Bank, New York
BANK ADDRESS: 270 Park Ave. New York 10017, USA
ACCOUNT NUMBER: 400-358743
SWIFT/BIC: CHASUS33
ABA/BANK CODE: 021-000-021
for local currency: Not applicable

42.1 The interest rate is: 8% per Annum

45.1 Disputes shall be settled by arbitration in accordance with the following provisions:

- 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:
 - Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to **the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland** for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, **the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland** shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.
 - 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

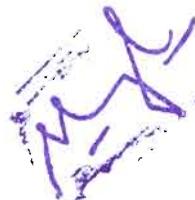
	<p>panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by the Secretary General of the Permanent Court of Arbitration, The Hague.</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 Secretary General of the Permanent Court of Arbitration, The Hague 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.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant ; or (b) the country in which the Consultant's principal place of business is located; or (c) the country of nationality of a majority of the Consultant's shareholders; or (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in Bhutan; (b) the English language shall be the official language for all purposes; and (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 for Technical Advisory Assistance to APART for the Vegetable Value Chains

1. BACKGROUND:

- i) Government of Assam (GoA), through the Government of India has applied for a loan of US\$200 million from the World Bank (WB) for implementation of the proposed Assam Agribusiness and Rural Transformation Project (APART). The Project Development Objective (PDO) of APART is to **'add value and improve resilience of selected agriculture value chains, focusing on smallholder farmers and agro-entrepreneurs in targeted districts of Assam.'**
- ii) The project will achieve the proposed 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 able to respond to market opportunities and climate variability.
- iii) There are 4 (four) components to the APART. **The first component (Component - A) is 'Support to Agri- enterprise Development'**, with sub-components being (i) enhancing the State's capacity to attract private investments, (ii) setting up of an Enterprise Development and Promotion Facility (EDPF), (iii) agribusiness fund support, and (iv) establishing stewardship councils. **The second component (Component - B) is 'Facilitating agro-cluster development'** with the sub-components being (i) support establishment of cluster level industry associations, and (ii) supply chain support. **The third component (Component - C) is 'Fostering Market-led Production and Resilience Enhancement'** with the sub-components being (i) promoting climate resilient technologies and their adoption, (ii) facilitating market linkages through market intelligence and product aggregation, and (iii) facilitating access to and responsible use of financial services. **The fourth component (Component - D) is 'Project Management, Monitoring and Learning'**.
- iv) Under Component "C", APART would support, value addition in the production and post-harvest segments of selected agriculture value-chains; facilitate agribusiness investments through inclusive business models that provide opportunities to small farmers as well as stimulate the establishment of new small and medium agribusiness enterprises; and support resilience of agriculture production systems in order to better manage increasing production and commercial risks associated with climate change, in the targeted districts. The project would adopt a cluster strategy within the targeted districts to generate economies of scale; promote vertical and horizontal links between local agricultural enterprises; enable diffusion of innovations; leverage network externalities; and channel public support for services and infrastructure. Project would enable all the value chain participants to develop competitive and innovative products that meet market demands rapidly and successfully.
- v) A key project thrust will be on enhancing agglomeration of producers to improve economies of scale in processing and marketing. APART will leverage the natural resource advantages of the State as well as improve the investment climate. In particular, focus will be on climate resilient market-led production, agribusiness, logistics infrastructure, and MSME finance and insurance. The project will support vegetable value chains through essential technology transfer in production and improved post-harvest and market operations, and also explore and pilot possible financing modalities to support entrepreneurship and agri-business.
- vi) Project beneficiaries will include farmers, Farmer Producer Organizations (FPOs), and entrepreneurs, especially in the MSME segment in the targeted districts. Other beneficiaries would include, Sector Stewardship Councils, and other value chain participants.
- vii) A number of vegetables have been prioritized for value chain interventions in APART namely tomato, potato, brinjal, cabbage, cauliflower, pumpkin, and legumes. The major activities planned under the vegetable program are demonstrations (climate resilient production technologies), farmer meetings, workshops (for Govt. functionaries and vegetable farmers), support for seed production (seed



entrepreneurship), vegetable nursery development (seedlings and grafts), buyer seller meets, post harvest management & market linkage demonstrations, IPM demonstrations, training and capacity building including on Good Agricultural Practices (GAPs), exposure visits and cross cutting elements like gender and nutrition etc.

viii) In the light of this background, ARIAS Society, Govt. of Assam, now intends to apply a portion of the loan to commission a consultancy assignment for providing **technical support services** to the Directorate of Horticulture & Food Processing (DoH&FP), Assam, by the World Vegetable Center (WorldVeg), which has been the world's leading international center focused on vegetable research and development, and having large collection of publicly available vegetable germplasm.

2. **OBJECTIVES:** The key focus of the assignment shall be backward integration of the selected vegetable value chain players within the selected clusters(blocks) towards farm gate aggregation which will serve as precursor for the forward integration to be carried out by another consultancy firm or agency. The main objectives of the assignment involve support to Directorate of Horticulture & Food Processing (DoH&FP) and AAU at state level; Agricultural Technology Management Agency (ATMA) and District Agriculture Department teams at District level in:

- a) Assessment and refinement of the District level Value Chain Development Plans (VCDPs) of vegetable crops(to be prepared by ATMA) in consultation with DoH&FP and AAU
- b) Demonstrating innovations and improvements to cropping practices that will involve identifying, testing and demonstrating improved production packages in the field and providing a strategic plan for up scaling of these improved practices.
- c) Formalizing the informal vegetable production sector, with support for group buying, processing and marketing efforts through Common Service Centres (CSCs) managed by FPOs
- d) Providing linkages and models for smallholder vegetable enterprises with a particular focus on encouraging women's enterprises along the vegetable value chains (e.g. production inputs, processing opportunities, retailing amongst others)
- e) To build awareness about the nutritional benefits of vegetables, through linkages into training programs, promotion of indigenous vegetables and vegetable diversity in diets.

3. SCOPE OF THE ASSIGNMENT:

3.1 WorldVeg shall provide technical advisory support services to the DoH&FP and AAU in the following -

- i) Support the vegetable sub-sector implementation team in implementation of the vegetables value chain program under APART.
- ii) Build the capacity of the Directorate of Horticulture & Food Processing and AAU at the state level and the District Agriculture team, ATMA staff & vegetable value chain players involved in the project at the district level through joint learning needs assessments, joint development of training materials, training of trainers and institutional strengthening through the development of mechanisms for improved coordination.
- iii) Awareness creation and dissemination of important developments and improvement strategies in the vegetables value chain through different extension methods.

3.2 PART A: Improving the Quality and Availability of Planting Inputs:

A1: Varietal Assessment, Trials and Selection of Optimum Varieties (mainly in association with AAU): The Consultant will carry out varietal assessment and collaborative trials on a range of already existing commercial national and international varieties of identified vegetable crops for APART and select the best varieties for Assam conditions. This will involve providing training to farmers how to do their own testing in collaboration with government agencies to assess yields and disease resistance as well as market acceptability. A selected set of the best varieties of the priority crops to be selected for promotion, and inclusion in the development of a community-based varietal testing system that can sustainably provide ongoing selection of the best varieties for farmers to use.

A2. Enterprise Development through Vegetable Seedling Nurseries: The Consultant will support the client in providing support for the planned training and development activities being

organized by AAU, set up demonstration nurseries in priority clusters and provide training to farmers and women's' groups, NGOs and FPOs on how to produce high quality seedlings, how to produce grafted seedlings to overcome particular soil-borne diseases and how to manage seedling production as a small business

3.3 PART B: Promoting the adoption of climate resilient good agricultural practices:

B1: Climate resilient production demonstrations: The Consultant will support the client in market led, climate resilient good agriculture practices crop production demonstrations of five vegetable crops (tomato, brinjal, cauliflower, cabbage, pumpkin) and three pulse crops (lentil, pea and blackgram). The demonstration sessions covering all aspects from sowing to harvesting would be conducted in three stages i.e. (1) Sowing/planting time (2) Crop growth stage-critical stage (3) Harvesting (with crop cutting exercise). In roughly 20% of the demonstrations the Consultant would be directly involved i.e. the demo session would be actually taken by the Consultant's representative. In the remaining 80% of demonstrations, the demo session would be taken by ATMA staff and the Consultant's representative would remain present in the demonstration.

B2: Application of IPM systems for reduced pesticide usage for all non-legume crops: Safe and hygienic food production remains an area of concern. The project has a strong focus on production of safe and hygienic food. To this end, the project plans to demonstrate to vegetable farmers, the Integrated Pest Management (IPM) practices. IPM demonstrations would be done in five crops i.e. tomato, brinjal, cabbage, cauliflower and pumpkin). The Consultant is expected to use innovative/improved technology based extension methods in IPM demonstrations. The Consultant will support the Client in conducting 40 IPM demonstrations each year (five in each crop).

3.4 PART C: Technical support services and general operating expenses

4 DELIVERABLES, REPORTS AND PAYMENT SCHEDULE

- a) The deliverables from WorldVeg shall be in terms of technical advisory support to the implementing partners ie. DoH&FP and AAU in the Vegetable Value Chains of APART and integration with cross cutting areas like gender, nutrition, climate resilience, crop diversification, sustainability and market opportunity for successful project implementation.
- b) The Outputs/deliverables in the Vegetable Value Chains from WorldVeg in terms of technical advisory support are as given below:

Task/Activity	Units	Yr1	Yr2	Yr3	Yr4	Yr5	Total Target	Remarks
PART A: Improving the Quality and Availability of Planting Inputs								
A.1 Varietal Assessment, Trials and Selection of Optimum Varieties (in association with AAU)	Varieties			16	16	-	32	Identify two varieties in each vegetable in first year set of trials and two in the second year set, total 16 varieties
A.2 Enterprise Development through Vegetable Seedling Nurseries	Veg nurseries Demos.	0	10	15	15	-	40	Vegetable nursery Demos. each year covering 5 transplanted vegetables
PART B: Promoting the adoption of climate resilient good agricultural practices								
B.1 Climate resilient production demonstrations Note: Numbers in brackets show, no. of demos in which Consultant would be directly involved. In other demonstrations, only presence of Consultant is required.	Demos (Demos in which WV will be directly engaged)	451 (86)	914 (182)	1371 (275)	1371 (275)	-	4107 (818)	Vegetable-wise, year-wise break of demonstrations is shown in annex-1
B.2 Application of IPM systems for reduced pesticide usage for all non-legume crops	Demos.	0	40	40	40	-	120	5 demonstrations in each legume and non-legume crop, each year.

- c) **REPORTS:** WorldVeg will submit the reports/ documents to the Client (i.e. the State Project Director, ARIAS Society and Directorate of Horticulture & Food Processing, Assam) during the assignment period, in both soft (MS word//Excel and PDF versions) as well as hard copies along with summary report to assess the progress against the targets. All the reports and documents shall be in English language. Further, all reports shall be in draft form for discussion with the State Project Director and Director of

Horticulture & Food Processing before finalization. A brief description of the deliverables is shown below:

- i) **Inception report** will include detailed work plan, milestones, methodology and resources to be mobilized to accomplish the assignment. The Inception Report shall be submitted within **30** days of signing the contract agreement.
 - ii) **Six-Monthly report:** At the end of every six months, a report highlighting the technical support activities carried out during the period as per Log-frame shall be submitted within **21** office working days from the completion of every six months.
 - iii) **Mid-Term report**, to be submitted at least **30** days before the visit of World Bank's Mid Term Review Mission, should focus on (a) implementation processes and recommend mid-term corrections, if any, required to achieve the prescribed targets, adjustments in the project design,(b) implementation arrangements to overcome identified bottlenecks and (c) socio-economic analysis, in addition to overall review of the progress of project implementation under different activities and sub-activities, as per the approved action plan covering all deliverables (technical and physical) with suggestions for improvements..
 - iv) **Final/ End of Project report** will have to be submitted by the Consultant **45** days before the closure of the consultancy assignment. The report shall include a comprehensive overall assessment of the implementation, impact of the activities on vegetable productivity, production, improvement of the socio-economic status of the vegetable farmers, etc.
- d) **Documents required for making payment:** WorldVeg will submit six-monthly invoices supported by (i) six-monthly progress report as per the prescribed format agreed with the client and (ii) a certification from the Director of Horticulture & FP and the Director of Agriculture, Assam stating that technical advisory services have been provided as per the targeted deliverables of the contract.
- e) **The deliverables under the assignment are mentioned below:**

**APART: Payment Schedule for the Contract with WorldVeg for
Technical Advisory Support Assistance to Vegetable Value Chain against deliverables**

#	Deliverables/ Activity	Unit of Deliverable	Payment Schedule for Technical Advisory Support vis-a-vis total contract price										Total
			Year 1		Year 2		Year 3		Year 4		Year 5		
			1 st	2 nd	1 st	2 nd	1 st	2 nd	1 st	2 nd	1 st	2 nd	
A	Inception Report	No.	1	-	-	-	-	-	-	-	-	-	1
		% of payment	10%										10%
1	PART A: Improving quality and availability of planting inputs	Sub-total % of payment of total Contract Price	-	-	2%	2%	3%	3%	3%	3%	1.5%	1.5%	19%
	A1: Varietal Assessment, Trials & Selection of Optimum Varieties	(No. of Varieties)	-	-	-	-	8	8	8	8	*	*	32
		% of payment					1%	1%	1%	1%	0.5%	-0.5%	5%
	A2: Enterprise Development through Vegetable Seedling Nurseries	(No. of Nursery Entrepreneurs)	-	-	5	5	7	8	7	8	*	*	40
		% of payment			2%	2%	2%	2%	2%	2%	1%	1%	14%
2	PART B: Promoting the adoption of climate resilient good agricultural practices	Sub-total % of payment of total Contract Price	2%	2%	9%	9%	10%	10%	10%	10%	5%	4%	71%
2.1	B1: Climate resilient production demonstrations	Total No. of Demos. (No. of Demos. In which WorldVeg will be directly involved)	225 (43)	226 (43)	457 (91)	457 (91)	685 (137)	686 (138)	685 (137)	686 (138)	*	*	4107 (818)
		% of payment	2%	2%	4%	4%	5%	5%	5%	5%	3%	2%	37%
2.2	B2: Application of IPM systems for reduced pesticide usage for all non-legume crops	No. of Demos.	-	-	20	20	20	20	20	20	*	*	120
		% of payment	-	-	5%	5%	5%	5%	5%	5%	2%	2%	34%
	Total % of half yearly payment		12%	2%	11%	11%	13%	13%	13%	13%	6.5%	5.5%	100%
	Total % yearly payment		14%		22%		26%		26%		12%		100%
	Total yearly payments US\$ out of total Contract Price		\$196,027		\$308,043		\$364,051		\$364,051		\$168,063		\$1400,197

*** Note: Activities for implementing the exit strategy shall be as provided by WorldVeg in their proposal.**

Summary of Deliverables vs. % of payment

#	Deliverables/ Activity	Unit of Deliverable	Payment Schedule for Technical Advisory Support vis-a-vis total contract price										Total
			Year 1		Year 2		Year 3		Year 4		Year 5		
			1 st	2 nd	1 st	2 nd	1 st	2 nd	1 st	2 nd	1 st	2 nd	
	Inception Report	% of payment.	10%	-	-	-	-	-	-	-	-	-	10%
1	PART A: Improving quality and availability of planting inputs	Sub-total % of payment of total Contract Price	-	-	2%	2%	3%	3%	3%	3%	1.5%	1.5%	19%
2	PART B: Promoting the adoption of climate resilient good agricultural practices	Sub-total % of payment of total Contract Price	2%	2%	9%	9%	10%	10%	10%	10%	5%	4%	71%
	Total % of yearly payment		12%	2%	11%	11%	13%	13%	13%	13%	6.5%	5.5%	100%
	Total % payment		14%		22%		26%		26%		12%		100%
	Total yearly payments US\$		\$196,027		\$308,043		\$364,051		\$364,051		\$168,063		\$1400,197

5. QUALIFICATIONS & EXPERIENCE OF WORLDVEG TEAM MEMBERS:

- a) The qualification and expertise of the Team members of the organization for the technical support services are desired as follows:

Key Team Member's Designation	Qualification & Expertise Desired
1) Resident Consultant	<ul style="list-style-type: none"> Ph.D. degree or equivalent in relevant field; Up to 20 years experience coordinating and implementing sustainable Horticulture programmes (preferably in vegetables) and leadership in vegetables related R&D/ Farm Management/ Extension services
2) Agronomist /Plant protection	<ul style="list-style-type: none"> Ph.D. degree or equivalent in relevant field; At least 10 years expertise on agronomy of vegetable crops and climate resilient agriculture crop production systems
3) Seeds & Seedlings/Nursery Development	<ul style="list-style-type: none"> Ph.D. degree or equivalent in relevant field; At least 10 years experience in plant propagation and nursery management particularly in vegetable crops
4) Extension Specialist and Regional supervision cum Team Leader	<ul style="list-style-type: none"> Ph.D. degree or equivalent in relevant field; At least 20 years international expertise in setting up, managing, administering and implementing agricultural extension programs, particularly for vegetable crops
5) Senior Horticulturist	<ul style="list-style-type: none"> Ph.D. degree or equivalent in relevant field; At least 15 years international expertise in developing horticulture value chains, particularly for vegetable crops
6) Entomologist/Plant pathologist	<ul style="list-style-type: none"> Ph.D. degree or equivalent in relevant field; At least 5 years expertise in plant protection and the implementation of IPM packages particularly in vegetable crops
7) Training Specialist	<ul style="list-style-type: none"> Bachelors degree and at least 20 year's experience in design and implementation of training programs. Expertise in designing training programs in the vegetable industry
8) Communication Specialist	<ul style="list-style-type: none"> Masters degree and at least 5 years practical experience in video production, editing and promotion. Expertise in the writing and design of extension materials and communication with farmers

- b) Team Members, time input/period of engagement (Year 5 is for implementing Exit Strategy WorldVeg: (taking average 22 days input per month)

Team Members	Name	Man-days					Total MD
		Y1	Y2	Y3	Y4	Y5	
Key Experts							
K.1 -Resident Consultant cum Trainer	TBR	264	264	264	264	264	1320
K-2 Agronomist/Plant Protection	TBR	264	264	264	264	264	1320
K-3 Seeds & Seedlings/Nursery Development	Ravi Manickam	17	55	44	44	27	187
K-4 Extension Specialist and Regional supervision cum Team Leader	Warwick Easdown	55	55	44	44	33	231
K-5 Senior Horticulturalist	Wolfram Spreer	33	33	22	22	22	132
K-6 Entomologist/Plant pathologist	Abdul A. War/A. Pandey	66	66	44	44	44	264
K-7 Training Specialist	Bharathi Lakshmi	44	66	44	33	22	209
K-8 Communication Specialist	Ashish Kumar	44	55	33	33	44	209
Sub-total Key Experts		787	858	759	748	720	3872
Non- Key Experts							
NK-1 Field Technicians (6)	TBR	1,584	1,584	1,584	1,584	1,056	7392
Sub-total Non- Key Experts		1,584	1,584	1,584	1,584	1,056	7392
Total Man-months		2,371	2,442	2,343	2,332	1,776	11,264

c) Detailed Job Description of the Key Staff:

#	Name and Functional Title	Area of Expertise	Name	Detailed Job description under the consultancy assignment
	Key Experts			
K-1	Resident Consultant	Vegetable production project management	TBR	<ul style="list-style-type: none"> • Lead a WorldVeg team to scale up vegetable production innovations. • Establish and maintain good communication with partners • Plan the implementation of varietal trials, seedling production demonstrations, GAP and IPM trials in collaboration with partners • Plan training programs to strengthen the capacity of local partners • Act as the primary WorldVeg contact for all project communications with regional headquarters, ARIAS and AAU. • Manage all project financial record keeping, and coordinate planning documents and reporting. • Develop extension training materials, reports and annual workplans as needed by project stakeholders.
K-2	Agronomist /Plant protection	Crop Production/Plant Protection	TBR	<ul style="list-style-type: none"> • Coordinate all field staff activities and maintain good relationships with partners • Supervise and assist field officers to implement trials and demonstrations in collaboration with WorldVeg experts and partners • Provide technical back-up to field officers to address vegetable farmers' management problems, particularly in climate resilient production. • Coordinate technical and training inputs from WorldVeg and other experts to overcome vegetable management problems in Assam. • Provide the key technical inputs into training programs to strengthen the capacity of local partners. • Contribute to writing training materials, reports and annual reviews as directed by the Project leader.
K-3	Seeds & Seedlings/Nursery Development	Seeds & Seedlings/ Nursery Dev.	Ravi Manickam	<ul style="list-style-type: none"> • Develop training programs in seedling production and provide training to key field staff. • Contribute to the development of training and extension materials in seedling production, IPM practices and climate resilient cropping systems • Provide technical backup to field staff to help answer farmers' seedling management, IPM and cropping management problems • Regularly visit the field sites during key seasons to advise on project progress and plans • Contribute to annual reports and plans

#	Name and Functional Title	Area of Expertise	Name	Detailed Job description under the consultancy assignment
K-4	Extension Specialist and Regional supervision cum Team Leader	Extension	Warwick Easdown	<ul style="list-style-type: none"> Supervise the initial implementation of the project and advise the Resident Consultant on its execution. Provide linkages to other WorldVeg projects in India and globally to improve project operations. Facilitate good communications with the main project partners. Provide advice to project management and staff on appropriate extension methodologies to use. Review and edit project planning documents and reports
K-5	Senior Horticulturalist	Horticulture value chain development	Wolfram Spreer	<ul style="list-style-type: none"> Provide technical advice on vegetable GAP to project management and field staff to help design trials. Work closely with WU to link market needs and production practices and advise staff on value chain development approaches to help raise incomes Provide input into training programs for nurseries, GAP and IPM. Provide the primary technical contact point for expertise on all aspects of horticultural value chain improvements for raising incomes. Review annual plans and reports and ensure a high quality of horticultural expertise is applied in the project.
K-6	Entomologist/Plant Pathologist	Entomologist / IPM Specialist/ Plant pathology	Abdul War/A. Pandey	<ul style="list-style-type: none"> Supervise the implementation of IPM trials, provide key inputs and ensure they are well managed. Provide key technical input into training programs for nurseries and IPM practices to manage pests and diseases effectively. Provide the main technical backup for the Agronomist and field staff to answer farmer problems related to pest and disease management in vegetables.
K-7	Training Specialist	Training Specialist	Bharathi Lakshmi	<ul style="list-style-type: none"> Lead the design and development of training programs for partners and farmers. Advise project staff on training management and extension practices. Lead the development of training support materials, extension literature and audiovisuals. Help review the effectiveness of training programs and advise on how they could be improved. Liaise with other partners in the development of their training and extension resources and programs.
K-8	Communication Specialist	Communication Specialist	Ashish Kumar	<ul style="list-style-type: none"> Develop videos to capture and promote the experiences of leading farmers to others. Organize the distribution of videos via social media to reach a wide range of farmers in Assam Design extension and training materials, manage their production and printing Assist in identifying and developing promotional stories about project activities and achievements Provide advice to project staff on all aspects of

#	Name and Functional Title	Area of Expertise	Name	Detailed Job description under the consultancy assignment
				<p>communication related to their extension, training and trial work.</p> <ul style="list-style-type: none"> Assist in the design and editing of project reports and publications.
	Non Key Experts			
N-1	Field Technicians (6)	Field Technicians	TBR	<ul style="list-style-type: none"> Work in close collaboration with government partners to identify key collaborating farmers to assist with trials and demonstrations. Under the leadership of the Resident Consultant and in partnership with the Agronomist, implement trials and demonstrations to promote new production practices Seek to answer farmers' technical queries and seek backup support locally and with WorldVeg experts to find the necessary information for answers. Maintain good relationships with the farming community, collaborating farmers and technical partners. Contribute to annual planning and reporting as required by stakeholders

6. **DURATION OF ASSIGNMENT:** The Consultant's services shall commence with effect from the date of effectiveness of the contract agreement. The consultancy would be for a period of total **60** months of which, **48** months will be for Technical Advisory Support and **12** months for implementing Exit Strategy, subject to the timely achievement of targeted activities by the Consultant, and unless terminated pursuant to the contract provisions.

7. **SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT:**

- a) Provide access to all relevant documents like Annual Work Plan (AWP), correspondences, information associated with the assignment and available with the ARIAS Society and the Directorate of Horticulture & Food Processing, Govt. of Assam.
- b) Liaising and co-ordination with Directorate of Horticulture & Food Processing, the Director of Agriculture, Govt. of Assam, ATMA's and other stakeholders will be ensured.
- c) The client shall facilitate an effective working space as a common platform for all the CGIAR and other International Agencies to be engaged in APART at Guwahati. This shall be supported by the client along with basic amenities and support staffs. This has been strategized to achieve seamless coordination amongst the agencies
- d) While the role of WorldVeg shall be in terms of technical advisory support to the implementing partners in achieving the targets of Vegetable Value Chain, the Directorate of Horticulture & Food Processing shall be the main project implementation agency, and the AAU, Jorhat shall be the agency for assessment, trials and selection of promising varieties.

8. **REVIEW MECHANISM AND REVIEW COMMITTEE**

- a) There would be monthly review of the progress of the assignment at **district level** by the concerned district ATMA, which would be chaired by the Project Director, ATMA/ District Agricultural Officer of the concerned district and wherein representative from the concerned KVK/RARS may remain present.
- b) There would be quarterly review of the progress of the assignment at **State level** (ARIAS Society) through a committee chaired by the State Project Director, ARIAS Society and *inter alia* consisting Director of Agriculture; Director of Research, AAU; PD, ATMA's, as members. This committee would also review the half yearly progress reports and based on the same approve the payments to the consultant.

APPENDIX B - KEY EXPERTS

TEAM MEMBERS' TIME INPUT/PERIOD OF ENGAGEMENT

#	Name	Position under the assignment	Expert's input in days for each Deliverable (D)					C***	Total Days
			PARTS:-	A1	A2	B1	B2		
KEY EXPERTS									
K-1	TBR**	Resident Consultant	Home	22	66	220	154	-	462
			Field	22	88	484	264	-	858
K-2	TBR**	Agronomist/Plant Protection	Home	22	22	44	44	-	132
			Field	88	132	572	396	-	1188
K-3	Ravi Manickam*	Seeds & Seedlings/Nursery Development.	Home	-	-	-	-	-	0
			Field	22	77	22	66	-	187
K-4	Warwick Easdown*	Extension & Regional supervision cum Team Leader	Home	11	-	33	33	90	167
			Field	11	-	11	11	31	64
K-5	Wolfram Spreer*	Senior Horticulturist	Home	-	-	11	11	-	22
			Field	22	-	44	44	-	110
K-6	Abdul A. War/A. Pandey*	Entomologist/Plant Physiologist	Home	-	-	11	11	-	22
			Field	44	-	99	99	-	242
K-7	Bharathi Lakshmi*	Training Specialist	Home	-	-	22	11	-	33
			Field	44	22	88	22	-	176
K-8	Ashish Kumar*	Communication Specialist	Home	22	11	33	11	-	77
			Field	22	11	77	22	-	132
	Subtotal			352	429	1,771	1,122	121	3872
NON-KEY EXPERTS									
N-1	TBR**	Field Technicians (6)	Home	92	92	160	148	-	492
			Field	700	700	3,800	1,700	-	6900
	Subtotal			792	792	3960	1848		7392
	Total			1,144	1,221	5,731	2,970		11,264

Note:

- Days are counted from the start of the assignment. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence.
- * CVs are attached. For the purpose of technical evaluation, CVs of Sl. K3, to K-8 have been considered
- **For the experts under TBR, their CVs shall be submitted immediately by the WorldVeg after recruitment.
- *** Mandays for implementation of exit strategy

CURRICULA VITAE (CV) OF KEY EXPERTS

CVs are attached separately
(However, in the final agreement CV's will be included in the conformed copy of the agreement)



**APPENDIX C – BREAKDOWN OF CONTRACT PRICE
Financial Proposal**



World Vegetable Center

SouthAsia/Central Asia
ICRISAT Campus, Patancheru 502324
Hyderabad, Telangana, India
Tel: +91-40-3071-3755
Fax: +91-40-3071-3074 to 75
Web: worldveg.org
Email: warwick.easdown@worldveg.org

16 March 2018

To:

**The State Project Director,
ARIAS Society, Project Coordination Unit, Agriculture Complex, Khanapara, G.S. Road,
Guwahati-781022; (Assam, India); Tel: 0361-2332125; Tele-Fax: 0361-2332564; email: spd@arias.in**

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **“Technical Advisory Assistance to the Assam Agribusiness and Rural Transformation Project (APART) for the Vegetable Value Chains”** in accordance with your Request and our Technical Proposal.

Our attached Financial Proposal is for the amount of **US\$1,400,197** (US Dollars One million, four hundred thousand, one hundred and ninety-seven) *excluding all taxes*. The estimated amount of local indirect taxes is **US\$ 252,035** (two hundred and fifty two thousand, thirty five dollars) which shall be confirmed or adjusted, if needed, during negotiations.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations.

No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Full name: Warwick John Easdown
Title: Regional Director, South Asia/Central Asia,
Address: World Vegetable Center, ICRISAT campus Patancheru 502324, Hyderabad, TS, India
Phone/fax: +91 40 3071 3755, +91 8106 999 756
Email: warwick.easdown@worldveg.org

Attachments:

- (1) Summary of Costs
- (2) Breakdown of Agreed Fixed Rates in Consultant's Contract
- (3) Breakdown of Reimbursable Expenses
- (4) Consultant's Representations Regarding Costs and Charges

(1) Summary of Costs

Item	Total Amount in US Dollar
Cost of the Financial Proposal Including:	
(A) Remuneration	8,36,847
(B) Reimbursables	5,63,350
Total Cost of the Financial Proposal:	14,00,197
Indirect Local Tax Estimates -	
(i) {insert type of tax e.g., GST @ 18%}	2,52,035
(ii) {e.g., income tax on non-resident experts}	
Total Estimate for Indirect Local Tax:	2,52,035
Grand Total with Taxes	16,52,232

Note: Payments will be made in the currency expressed

(2) Breakdown of Agreed Fixed Rates in Consultant's Contract

Note: Information to be provided in this Form will be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form will not be used as a basis for payments:

A. Remuneration							
No.	Name	Position	Remuneration Rate per Day (US\$)	Time Input in Man-Days	Total in US \$		Rationale for pay rate
Key Experts							
K-1	TBR	Resident Consultant	[Home]	\$133	462	\$61,446	Expected market price
			[Field]	\$133	858	\$114,114	
K-2	TBR	Agronomist	[Home]	\$112	132	\$14,784	Expected market price
			[Field]	\$112	1188	\$133,056	
K-3	Ravi Manickam	Seeds & Seedlings & Nursery Dev.	[Home]	\$568	0	\$0	WorldVeg Principal Scientist band
			[Field]	\$568	187	\$106,216	
K-4	Warwick Easdown	Extension Specialist	[Home]	\$700	77	\$53,900	WorldVeg Director band
			[Field]	\$700	33	\$23,100	
K-5	Wolfram Spreer	Sr. Regional Horticulturist	[Home]	\$568	22	\$12,496	WorldVeg Principal Scientist band
			[Field]	\$568	110	\$62,480	
K-6	Abdul A. War/A. Pandey	Entomologist/ Plant Pathologist	[Home]	\$70	22	\$1,540	Current pay scales for such NRS appointment
			[Field]	\$70	165	\$11,550	
K-7	Bharathi Lakshmi	Training Specialist	[Home]	\$70	33	\$2,310	Current pay scales for such NRS appointment
			[Field]	\$70	176	\$12,320	
K-8	Ashish Kumar	Communication Specialist	[Home]	\$63	77	\$4,851	Current pay scales for such NRS appointment
			[Field]	\$63	132	\$8,316	
Subtotal						\$622,479	
NON-KEY EXPERTS							
N-1	TBR	Field Technicians (6)	[Home]	\$29*	492	\$13,284	
			[Field]	\$29*	6900	\$186,300	
Subtotal						\$214,368	
					Total	\$836,847	

* Per man-day per field technician

(3) Breakdown of Reimbursable Expenses

Note: Information to be provided in this Form will be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form will not be used as a basis for payments:

B. Reimbursable Expenses							
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	Amount In US\$		
1	Food & stay of international staff	{Day}			16,080		
2	International travel for HQ/Regional Office staff	{Ticket}			30,747		
3	National travel for local staff (airfare, food & stay)				87,187		
4	Office assets and stationary				10,485		
5	Miscellaneous Expenditure: (#1)				2,91,560		
6	Overhead on Total Direct Cost @ 10%				1,27,291		
Total Costs						5,63,350	

#1: Costs for preparing training materials, short-term for training of trainers, curriculum design assistance and writeshops facilitation, Locally contracted labour - for paying for the recording of local cropping performance and for providing ad-hoc technical support for senior scientists working for the program

World Vegetable Center

Signature of Authorized Representative

Date: 16 March 2018

Name: Warwick John Easdown

Title: Regional Director, South Asia/Central Asia

(4) Consultant's Representations Regarding Costs and Charges



World Vegetable Center

SouthAsia/Central Asia
ICRISAT Campus, Patancheru 502324
Hyderabad, Telangana, India
Tel: +91-40-3071-3755
Fax: +91-40-3071-3074 to 75
Web: worldveg.org
Email: warwick.easdown@worldveg.org

Consultant's Representations Regarding Costs and Charges

Consultant: World Vegetable Center

Country: India

Name of Assignment: **Technical Advisory Assistance to APART for the Vegetable Value Chains**

Date: 16 March 2018

We hereby confirm that:

- a) The World Vegetable Center requires that standard rates be used in budgeting for all staff appointed to projects, and a copy of the Appendix from the WorldVeg Finance office is attached below showing the standard rates that we must use.
- b) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- c) the remuneration rate both home office and field indicated in the Financial Proposal are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- d) the factors listed in the attached table for overhead charges are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements and is within 10% of the quoted cost of the consultancy assignment; and
- e) said factors for overhead do not include any bonuses or other means of profit-sharing.

World Vegetable Center

A handwritten signature in blue ink, appearing to be 'W. Easdown', written over the text 'World Vegetable Center'.

Signature of Authorized Representative

Date: 16 March 2018

Name: Warwick John Easdown

Title: Regional Director, South Asia/Central Asia

A handwritten signature in purple ink, appearing to be 'W. Easdown', located in the bottom right corner of the page.

A handwritten signature in blue ink, appearing to be 'W. Easdown', located in the bottom left corner of the page.

WorldVeg Personel rate sheet

WORLD VEGETABLE CENTER

Annex 3. Budget rates for personnel costs in project proposals - in US\$ (1)

Classification (2)	Annual rate		Hourly rate		Daily rate (working days)		Monthly rate		
	Standard (3)	Maximum (4)	Standard (3)	Maximum (4)	Standard (3)	Maximum (4)	Standard (3)	Maximum (4)	
IRS									
Director	1,85,000	2,40,000	105	136	841	1,091	15,417	20,000	
Principal Scientist	1,50,000	1,65,000	85	94	682	750	12,500	13,750	
Senior Scientist	1,05,000	1,35,000	60	77	477	614	8,750	11,250	
Scientist	85,000	1,00,000	48	57	386	455	7,083	8,333	
Post Doctoral Fellow	65,000	90,000	37	51	295	409	5,417	7,500	
NRS (HQ)									
Grade 7-8	45,000	50,000	26	28	205	227	3,750	4,167	Associate Specialist, Manager, Executive Assistant
Grade 5-6	30,000	40,000	17	23	136	182	2,500	3,333	Principal Research Assistant, Principal Secretary Res. Assistant, Sr. Technician, Sr. Lab Assistant, Res. Aide, Sr. Field Assistant,
Grade 3-4	25,000	30,000	14	17	114	136	2,083	2,500	Security Guard, Driver, Secretary
Grade 1-2	15,000	25,000	9	14	68	114	1,250	2,083	Field Helper, Laborer, Clerk, Sr. Helper, Sr. Laborer
CIM	30,000	40,000	17	23	136	182	2,500	3,333	Depending on where the CIM is posted and conditions of recruitment

Daily wage of field workers in HQ

133 NTD per hour

As of 1 January 2017

(1) New rates will be communicated annually or bi-annually.

These rates include all personnel related costs including pension, social security, allowances and recruitment and departure costs.

(2) Classification is done by HR. If you are not sure about the classification of a particular position ask HR.

(3) Use standard rates to budget costs of existing staff that will contribute (partially) to the project. Standard rates are based on average costs.

(4) Use maximum rate to budget costs of staff to be recruited for the project

If more information is known about the staff (e.g. expected salary or family condition is known) then contact Finance or HR to obtain a refined rate.

APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 41.2.1 and SCC 41.2.1]

{Guarantor letterhead or SWIFT identifier code}

Bank Guarantee for Advance Payment

Guarantor: _____ [insert commercial Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [insert Name and Address of Client]

Date: _____ [insert date]__

ADVANCE PAYMENT GUARANTEE No.: _____ [insert number]__

We have been informed that _____ [name of Consultant or a name of the Joint Venture, same as appears on the signed Contract] (hereinafter called "the Consultant") has entered into Contract No. _____ [reference number of the contract] dated __[insert date]_____ with the Beneficiary, for the provision of _____ [brief description of Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ [insert amount in figures] (_____) [amount in words] is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ [amount in figures] (_____) [amount in words]¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of its obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

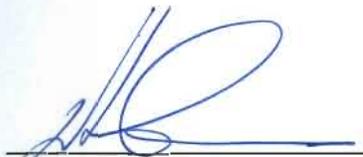
It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number _____ at _____ [name and address of bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the __ day of _[month]_____, [year]_,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

[signature(s)]

{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}



¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."



APPENDIX E – PROPOSAL SUBMITTED BY THE CONSULTANT



World Vegetable Center

SouthAsia/Central Asia
ICRISAT Campus, Patancheru 502324
Hyderabad, Telangana, India
Tel: +91-40-3071-3755
Fax: +91-40-3071-3074 to 75
Web: worldveg.org
Email: warwick.easdown@worldveg.org

16 March 2018

To:

**The State Project Director,
ARIAS Society, Project Coordination Unit, Agriculture Complex, Khanapara, G.S. Road,
Guwahati-781022; (Assam, India); Tel: 0361-2332125; Tele-Fax: 0361-2332564; email: spd@arias.in**

Dear Sirs:

We, the undersigned, offer to provide the consulting services for ***Technical Advisory Assistance to the Assam Agribusiness and Rural Transformation Project (APART) for the Vegetable Value Chains*** in accordance with your Request and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

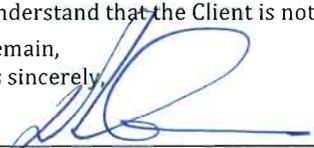
We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- b) Our Proposal shall be valid and remain binding upon us during the term of the contract.
- c) We have no conflict of interest in accordance with ITC 3 of the RFF Document.
- d) We meet the eligibility requirements as stated in ITC 6 of the RFF Document, and we confirm our understanding of our obligation to abide by the Bank's policy in regard to Fraud and Corruption as per ITC 5 and also as per the contract.
- e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Client's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- f) We undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
- g) We undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in the contract may lead to the termination of Contract negotiations.
- h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

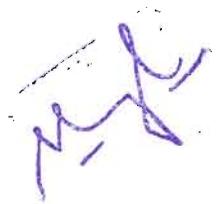
We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in the contract agreement.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,
Yours sincerely,


Signature (of Consultant's authorized representative) {In full and initials}:

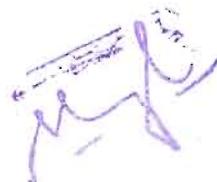
Full name: Warwick John Easdown
Title: Regional Director, South Asia/Central Asia
Address: World Vegetable Center, ICRISAT campus, Patancheru, 502 324, Hyderabad TS, India
Phone/fax: +91 40 3071 3755
Email: warwick.easdown@worldveg.org



Technical Proposal submitted by the Consultant (WorldVeg)

Attached separately

(However, in the final agreement Technical Proposal will be included in the conformed copy of the agreement)



Technical Proposal submitted by the Consultant (WorldVeg)

Attached separately

(However, in the final agreement Technical Proposal will be included in the conformed copy of the agreement)

