



## **ARIAS SOCIETY**

Assam Rural Infrastructure and Agricultural Services Society

(An Autonomous Body under Govt. of Assam)

Project Coordination Unit (PCU) of the World Bank financed

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

Agriculture complex, Khanapara, G.S. Road, Guwahati-781022 (Assam, India)

Tel: +91 361-2332125; Fax: +91 361-2332564; email: [spd@arias.in](mailto:spd@arias.in)

### **CONTRACT FOR CONSULTANT'S SERVICES Lump-Sum**

Project Name : **Assam Agribusiness and Rural Transformation Project (APART);  
Project ID - P155617;  
IBRD Loan No. 8780-IN**

NAME OF THE ASSIGNMENT : **"Conducting Feasibility Assessment to set up an Investment Fund for Small and Medium Enterprises in the Agribusiness Sector of Assam"**

Contract No. : **ARIASS/APART/100/2016/162**

### **Contract Agreement**

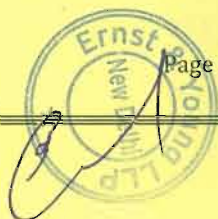
*Between*

**Assam Rural Infrastructure & Agricultural Services Society, 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](mailto:spd@arias.in)**

*And*

**M/S Ernst & Young LLP, Golf View Corporate Tower B,  
Sector 42, Sector Road, Gurugram, Haryana 122002**

**Dated: 11<sup>th</sup> April, 2018**



Page 1 of 31

State Project Director  
ARIAS Society

## Contract Agreement

This CONTRACT (hereinafter called the "Contract") is made the 11<sup>th</sup> day of the month of April, 2018, between, on the one hand, the State Project Director, *Assam Rural Infrastructure & Agricultural Services Society (ARIASS)*, Assam, Khanapara, Guwahati-22, (hereinafter called the "Client") and, on the other hand, **M/S Ernst & Young LLP (Lead)**, Golf View Corporate Tower B, Sector 42, Sector Road, Gurugram, Haryana 122002; with Consortium partners (i) **M/s Ennovent India Advisors Private Limited**, Regus Business Centre KLJ Tower North, B-5 District Centre, Netaji Subhash Place, Wazirpur, New Delhi -110034, **and (2) M/s Impact Investment Exchange (IIX)**, 1 King George's Avenue #05-00, Rehau Building, Singapore 208557 (hereinafter called the "Consultant").

### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received a loan from the International Bank for Reconstruction 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 financing 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 financing 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 "Bank Policy – Corrupt and Fraudulent Practices);
  - (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: Minutes of Negotiation
    - Appendix - E: Technical Proposal submitted by **M/S Ernst & Young LLP, Golf View Corporate Tower B, Sector 42, Sector Road, Gurugram, Haryana 122002, with Consortium partners.**

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 and Appendix E. 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.

**Signature** for and on behalf of M/S Ernst & Young LLP.:



(Shri Abhaya Krishna Agarwal)  
Partner, M/S Ernst & Young LLP,  
1564, Sector 37, Noida, District Gautam Budh  
Nagar, Uttar Pradesh- 201301 for  
M/S Ernst & Young LLP, Golf View Corporate  
Tower B, Sector 42, Sector Road, Gurugram,  
Haryana 122002,  
Ph- +91-124-464-4000 / +91-124-671-4000  
Email: [Amit.Vatsyayan@in.ey.com](mailto:Amit.Vatsyayan@in.ey.com) /  
[abhaya.agarwal@in.ey.com](mailto:abhaya.agarwal@in.ey.com)

Witness:1



(SMTI PANCHALI KAKATI)  
SOCIAL DEV. SPLT. - CUM -  
DY. PROJECT DIRECTOR

**Signature** for and on behalf of ARIAS Society



(Shri Siddharth Singh, IAS)  
State Project Director,  
Assam Rural Infrastructure & Agricultural  
Services (ARIAS) Society, Agriculture Campus,  
Khanapara,  
Guwahati - 781 022, Assam, India  
Tel: 0361-2332125; Tele-Fax: 0361-2332564;  
Email: [spd@arias.in](mailto:spd@arias.in)

Witness:2



(BALJEET SINGH)  
Market Analyst, ARIAS Society

# 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.
- 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.
- a. **Commissions and Fees**



State Project Director  
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## **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 Contract** 17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- c. **Measures to be Taken** 17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.  
17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than

  
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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.



State Project Director  
ARIAS Society

- 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



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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 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.



  
State Project Director  
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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 the Client in Reports and Records 27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.  
27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.
28. Equipment, Vehicles and Materials 28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. 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



  
State Project Director  
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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.

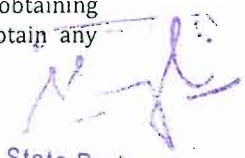
#### **D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS**

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



  
State Project Director  
ARIAS Society



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.



  
State Project Director  
ARIAS Society



- 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.



  
State Project Director  
ARIAS Society

## **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

(the text in this Attachment 1 shall not be modified)

#### 1. Purpose

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

#### 2. Requirements

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

#### 2.2 To this end, the Bank:

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

<sup>1</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect



State Project Director  
ARIAS Society

to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution,, and to have them audited by auditors appointed by the Bank.



  
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of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

- <sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.
- <sup>3</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.



## 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: 1st July 2016
4.1	The language is: English.
6.1 and 6.2	<p>The addresses are:</p> <p>Client: Assam Rural Infrastructure and Agriculture Services Society</p> <p>Attention: State Project Director, ARIAS Society</p> <p>Address: ARIAS Society, Project Coordination Unit (PCU), Agriculture Complex, Khanapara, G.S. Road, Guwahati-781022 (Assam, India); Tel: 0361-2332125; Tele-Fax: 0361-2332564; email: <a href="mailto:spd@arias.in">spd@arias.in</a></p> <p>Consultant: M/s Ernst &amp; Young LLP, 8th Floor, Golf View Corporate Tower B, Sector 42, Sector Road, Gurgaon, Haryana-122002; <i>With Consortium partners (1) M/s Ennovent India Advisors Private Limited, Regus Business Centre KLJ Tower North, B-5 District Centre, Netaji Subhash Place, Wazirpur, New Delhi -34, Email: <a href="mailto:office@ennovent.com">office@ennovent.com</a> ; and (2) M/s Impact Investment Exchange (IIX), 1 King George's Avenue #05-00, Rehau Building, Singapore- 208557;</i></p> <p>Attention: (1) Shri Abhaya Krishna Agarwal, Partner; (2) Shri Satyam Shivam Sundaram, Director, Transaction Advisory Services; and (3) Shri Amit Vatsyayan, Partner- Advisory services, M/S Ernst &amp; Young LLP.</p> <p>Facsimile: 0124-464-4000</p> <p>E-mail: <a href="mailto:Amit.Vatsyayan@in.ey.com">Amit.Vatsyayan@in.ey.com</a> / <a href="mailto:satyam.sundaram@in.ey.com">satyam.sundaram@in.ey.com</a> / <a href="mailto:abhaya.agarwal@in.ey.com">abhaya.agarwal@in.ey.com</a></p>
8.1	The Lead Member on behalf of the JV is <b>M/s Ernst &amp; Young LLP, 8th Floor, Golf View Corporate Tower B, Sector 42, Sector Road, Gurgaon, Haryana-122002</b>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: State Project Director, ARIAS Society</p> <p>For the Consultant: (1) Shri Abhaya Krishna Agarwal, Partner; (2) Shri Satyam Shivam Sundaram, Director, Transaction Advisory Services; and (3) Shri Amit Vatsyayan, Partner- Advisory services, M/S Ernst &amp; Young LLP.</p>
11.1	<p>The effectiveness conditions are the following:</p> <p>The Contract shall come into force and effective on the date of signing of the Contract by the Client and the Consultant.</p>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be 01 (one) month from the date of signing of the Contract.</p>
13.1	<p>Commencement of Services: The number of days shall be 3 (three) calendar days.</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract: The time period shall be for period of <b>12 (twelve) weeks</b> from the date of effectiveness. The duration may be extended by the client with mutual agreement of the parties (Please refer to the TOR at Appendix-A).</p>



Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
21 b.	The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3: <b>Yes</b>
23.1	<p><b>"Limitation of the Consultant's Liability towards the Client:</b></p> <p>(a) Except in the case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds one time the total value of the Contract;</p> <p><b>(b) This limitation of liability shall not</b></p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law.</p> <p><i>[Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client and discussed with the Bank prior to accepting any changes to what was included in the issued RFP. In this regard, the Parties should be aware of the Bank's policy on this matter which is as follows:</i></p> <p><i>To be acceptable to the Bank, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Bank. Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or wilful misconduct.</i></p> <p><i>The Bank does not accept a provision to the effect that the Client shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the law applicable in the Client's country.]</i></p>
24.1	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p>(a) Professional liability insurance, with a minimum coverage of amount equivalent to the total value of the contract in Rupees. 1,00,32,500/= (Excluding Taxes);</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage in accordance with the applicable law in the Client's country);</p> <p>(c) Third Party liability insurance, with a minimum coverage in accordance with the applicable law in the Client's country;</p>
27.2	The Consultant shall not use any documents, software or project related information for purposes unrelated to this Contract without the prior written approval of the Client.
32.1(f)	As stated in the TOR at Appendix-A
38.1	<p>The Contract price is: Rs. 1,00,32,500/= (Indian Rupees One Crore Thirty Two Thousand and Five Hundred only) exclusive of local indirect taxes (i.e. GST).</p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be reimbursed by the Client to the Consultant.</p> <p>The quoted amount of such taxes is Rs 18,05,850/.</p>



Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract															
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> <p>(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;</p> <p>(b) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</p> <p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</p> <p>(d) any property brought into the Client's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that:</p> <p>(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and</p> <p>(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.</p>															
41.2	<p><b>The payment schedule:</b> <i>[Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]</i></p> <table><tr><th>Deliverables</th><th>Milestone Due Date</th><th>Payment (%) of contract price</th></tr><tr><td>Inception Report</td><td>Within 2 weeks from contract signing date</td><td>10%</td></tr><tr><td>Interim Report</td><td>Within 6 weeks from contract signing date</td><td>25%</td></tr><tr><td>Draft final Report</td><td>Within 10 weeks from contract signing date</td><td>40%</td></tr><tr><td>Final Report</td><td>Within 12 weeks from contract signing date</td><td>25%</td></tr></table> <p><i>[Total sum of all instalments shall not exceed the Contract price set up in SCC38.1.]</i></p>	Deliverables	Milestone Due Date	Payment (%) of contract price	Inception Report	Within 2 weeks from contract signing date	10%	Interim Report	Within 6 weeks from contract signing date	25%	Draft final Report	Within 10 weeks from contract signing date	40%	Final Report	Within 12 weeks from contract signing date	25%
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Final Report	Within 12 weeks from contract signing date	25%														
41.2.1	There shall be no advance payment under the contract.															
41.2.4	<p><b>The accounts are: in Indian Rupee (INR)</b></p> <table><tr><td>Name</td><td>Ernst &amp; Young LLP</td></tr><tr><td>Account No.</td><td>52205023904</td></tr><tr><td>Name of Bank</td><td>Standard Chartered Bank</td></tr><tr><td>IFS Code</td><td>SCBL0036020</td></tr><tr><td>GST Regn. No</td><td>07AAEFE1763C1ZU</td></tr></table>	Name	Ernst & Young LLP	Account No.	52205023904	Name of Bank	Standard Chartered Bank	IFS Code	SCBL0036020	GST Regn. No	07AAEFE1763C1ZU					
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Name of Bank	Standard Chartered Bank															
IFS Code	SCBL0036020															
GST Regn. No	07AAEFE1763C1ZU															
42.1	<b>The interest rate is: 7 % per annum</b>															
45.1	<p><b>Disputes shall be settled by arbitration in accordance with the following provisions:</b></p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who</p>															





Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>initiated the proceedings, either Party may apply to <b><i>The Indian Council of Arbitration</i></b> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>The Indian Council of Arbitration</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by The Secretary, <i>The Indian Council of Arbitration</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to <i>The Indian Council of Arbitration, New Delhi</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract for contracts with Foreign Consultant. For contract with an Indian firm, the arbitration shall be in accordance with Arbitration and Conciliation Act, 1996 of the Government of India, as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country <i>[If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties]</i> 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 <i>[If the Consultant consists of more than one entity, add: or of any of their members or Parties];</i> or</p> <p>(b) the country in which the Consultant's <i>[or any of their members' or Parties']</i> principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's <i>[or of any members' or Parties']</i> shareholders; or</p> <p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>(a) Proceedings shall, unless otherwise agreed by the Parties, be held in <b>Guwahati, Assam, India.</b></p> <p>(b) <b>English</b> language shall be the official language for all purposes; and</p> <p>(c) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>

  
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## Appendices

### APPENDIX A – TERMS OF REFERENCE

#### **For hiring a consultancy firm for Conducting Feasibility Assessment to set up an Investment Fund for Small and Medium Enterprises in the Agribusiness Sector of Assam**

#### **Background**

1. The Government of Assam (GoA) through Government of India (GoI) has received a loan from the World Bank (WB) for implementation of Assam Agribusiness and Rural Transformation Project (APART). Assam Rural Infrastructure and Agricultural Services (ARIAS) Society is the main coordinating agency for the project. The project will be implemented by eight line departments of GoA including their directorates/agencies/ Commissionerates. ARIAS Society in association with the Department of Industries and Commerce, now intends to utilize a part of loan to hire a consultancy agency to conduct a feasibility assessment to set up an Investment Fund for Small and Medium Enterprises in the Agribusiness Sector of Assam.
2. **The Project Development Objective (PDO)** is to “add value and improve resilience of selected agriculture value chains, focusing on smallholder farmers and agro-entrepreneurs in targeted districts of Assam”.
3. There are four components of the project: **The first component is Enabling Agri enterprise Development**, with sub components being (i) enhancing state capacity to attract private investments, (ii) setting up of an Enterprise Development and Promotion Facility (EDPF) (iii) Agribusiness Investment Fund Support (iv) establishing stewardship councils. **The second component is Facilitate Agro Cluster Development** with sub-components being- (i) support establishment of cluster level Industry Associations (IAs), (ii) supply chain support. **The third component is Fostering Market Led Production and Resilience Enhancement** with sub components being (i) promoting climate resilient technologies and their adoption (ii) Facilitating market linkages through market intelligence & product aggregation (iii) Facilitating access to and responsible use of financial services. **The fourth component is project Management, Monitoring and Learning.**
4. The project seeks to support value addition in production and post-harvest segments of selected agriculture value chains; stimulate establishment in new small and medium agri-enterprises; facilitate agribusiness investments through inclusive business models that provide opportunities to small holder farmers to actively participate in the value chains, 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.
5. The project proposes to contribute capital to an existing or new Agribusiness Fund, which would in turn provide risk capital to agribusiness SMEs with high growth potential and with a locus of activity in Assam. Access to risk capital along with capacity building from a private fund manager is expected to allow some of the investees to contribute to improved productivity and job growth in the sector.
6. More details about the project may be seen at the Project Appraisal Document available at the following url- <http://documents.worldbank.org/curated/en/272411504404065792/pdf/INDIA-ASSAM-PAD-08142017.pdf>

#### **Objective of the Assignment:**

7. The objective of this assignment is to assess the viability and effectiveness of an agribusiness SME investment fund (henceforth, “the Fund”) in Assam considering several factors, among others, potential investment pipeline, investor landscape, fund design, structure and governance arrangements:



  
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### Scope of the Assignment:

8. The scope of services is divided into three parts: a) a demand side assessment, focusing on mapping of financing needs of agribusiness SMEs in Assam and their investment readiness; b) a supply side assessment, focusing on mapping of investors, commercial viability of potential investments, and enabling environment; and c) Fund design and implementation arrangements. The tasks expected to be carried out are detailed below.

#### (A) Part 1: Demand Side Assessment

1) Conduct a mapping of agribusiness SMEs in Assam, broken down by sub sector, geography, size, financing needs (time horizon, instruments needed etc.), current financiers etc. This is expected to require an extensive search process to identify these SMEs in close coordination with the project, and financial institutions interfacing with Assam, to cull their databases for SME mapping, and also ensure no duplication of data.

2) Gather market intelligence on financing needs of agribusiness SMEs in Assam based on interviews with agribusiness SMEs and key stakeholders that are linked to the financing needs of agribusiness SMEs, e.g. angel investors, banks and finance companies lending to SMEs, PEVC funds investing in Assam etc.

3) Based on the above analysis, identify the risk capital needs of high growth potential agribusiness SMEs in Assam underserved by PEVC players and other sources of financing, that would form the potential pipeline for the Fund, and provide a breakdown by:

- a. financing need;
- b. sector;
- c. geography;
- d. current and potential investors;
- e. time horizon of financing needs;

4) Based on the preceding analysis, define the eligible universe of agribusiness SMEs in Assam that could access the proposed Fund; articulate key trends that affect the pipeline of these SMEs, and assess the impact of these trends on the pipeline of the Fund in the next 5-7 years.

5) Assess investment readiness of the agribusiness SMEs (e.g. their capacity in management, accounting, marketing, strategy etc.) and pre-conditions to grow. Based on this, identify TA needs both pre and post investment, including providing an estimate of amount of financing typically needed for such TA.

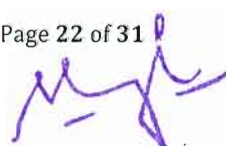
#### (B) Part 2: Supply side assessment

6) The selected Consultant will also carry out a supply side assessment to support the structuring of the Fund. The key tasks expected to be carried out are described below.

7) Map investor landscape and investor appetite for agribusiness SME risk capital investments: The consultant should undertake a comprehensive mapping of the current market for financing high growth potential agribusiness SMEs in Assam (that would form the potential pipeline of the Fund). The mapping should include, among others, the following:

- a. Overall market size
- b. Deal sizes
- c. Instruments (Equity, Quasi Equity, Debt)
- d. Time horizons
- e. Sub Sectors/geographies
- f. Expected returns in the market by sub sector etc.
- g. Market players, including investors, co-investors, types of vehicles, fund managers etc. (Information should include target sectors, fund size, and track record etc.)
- h. Market trends, drivers, impediments

8) Identify key government interventions on Agribusiness SME risk capital and their impact: The consultant should identify key interventions by the Government of Assam, the Government of India, and



existing fund, where to register the fund and how this may affect the eligibility or interest of co-investors at the fund level, the legal structure of the fund, etc.

- b. Provide a brief analysis of the legal/regulatory/taxation environment for Alternative Investment Funds in India, and more specifically in Assam, including relevant regulations and guidelines that would be applicable to a Fund operating in Assam.
- c. Identify the merits and demerits of alternate legal structures and jurisdictions to serve the objectives of the Fund.

(C) **Part 3: Fund Design and Implementation Arrangements**

14) Fund design: Based on preceding analysis, interviews, and the pipeline identified, identify the following:

- a. Fund size to achieve commercial viability.
- b. Proposed investment strategy
- c. Suitable fee structure(s) and expected returns
- d. Potential legal structure of the Fund, including where the Fund could be registered
- e. The governance arrangements under which the Fund could operate, including the GoA's role as an LP in the Fund
- f. The financial incentives that will be structured into the Fund, including the structure of a potential TA facility that would address capacity constraints for the investee SMEs both pre and post investment (using findings of Part 1)
- g. Conclusion on the viability of the agribusiness SME Fund, including the residual risks it may face and mitigating factors, if any.

15) Implementation capacity and arrangements:

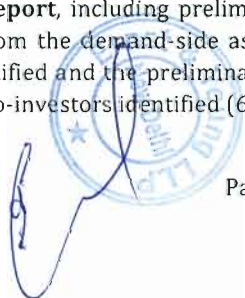
- a. Recommend actions to boost the GoA capacity to adequately monitor the Fund/Fund Manager and perform its functions as an investor, providing an estimation of risks and mitigating factors, if any.
- b. Propose how allocation (estimated to be \$20million) should be structured in terms of capitalizing the Fund and providing management fees, structuring a potential TA facility, additional financial incentives, additional TA or capacity for the Government to perform its role (e.g. technical or legal counsel) as part of project implementation etc.
- c. Provide an expected timeline for the Fund, including selection of fund manager, raising additional capital, set up of fund, investment period, exit period etc.
- d. Provide a list of standardized parameters to consider for the RFP process for selecting a fund manager, including the criteria for selection, key aspects to be considered for evaluating technical and financial proposals etc.
- e. Provide a detailed outline of the RFP process, including recommendations for the roles and responsibilities of the evaluation committee, Government of Assam, project implementing agency, World Bank and other parties etc.

**Schedule for Completion of Tasks, Expected Deliverables & Payment:**

9. The assignment is expected to be undertaken between **15<sup>th</sup> January' 2018** and **15<sup>th</sup> April, 2018**

10. Throughout the assignment, the Consultant(s) will produce:

- a. An **Inception Report**, including methodology for the two assessments and an annotated outline of the report to be produced (within 2 weeks following contract start date)
- b. **Interim Report**, including preliminary findings from the two assessments. The preliminary findings from the demand-side assessment should include potential pipeline of agribusiness SMEs identified and the preliminary findings from the supply-side assessment should include potential co-investors identified (6 weeks following contract start date)



Page 24 of 31



State Project Director  
ARIAS Society

their agencies to address constraints around risk capital for SMEs, outlining the structure of key policies and programs and their impact. Among others, this should identify major government subsidies for agribusiness in Assam and the impact it has on the entrepreneurship culture.

9) Identify key constraints for transforming agribusiness SMEs with risk capital needs into investments: Identify the constraints that prevent agribusiness SME investments in Assam from reaching financial close. These should be broken down into:

- a. Legal, regulatory, and policy framework
- b. SME Capacity/ Financial Literacy
- c. Other Market Impediments

10) Undertake a Gap Analysis: Identify key gaps in risk capital for agribusiness SMEs, by sector, time horizon, instruments etc, and assess whether / how an agribusiness SME Fund can address identified financial gaps.

11) Assess Fund Viability

- a. Carry out financial simulations on select target deals (identified through the demand-side study) to assess commercial viability of the pipeline deals, and the potential need for additional financial incentives for private investors.
- b. Identify potential sources of deal origination from the findings of Part 1; and exit opportunities based on the pipeline analysis.
- c. Based on industry analysis and interviews with investors, *produce a comprehensive mapping of investors that would partner with the Fund* at the fund level or co-investment level, including key characteristics of such investors, such as their expectations on returns (finance and economic returns/ development), interest in specific sectors/ geographies etc.
- d. Based on industry analysis and interviews with investors and fund managers, *produce a comprehensive mapping of fund managers that would be interested in managing the proposed Fund*, including their current funds managed, sectors and geographies invested in, capital deployed, fee structure, target and actual returns etc. Provide an assessment of their strengths and weaknesses to manage an SME agribusiness fund based on track record, local knowledge, networks etc.
- e. Based on industry analysis and interviews with investors, fund managers etc., produce a well-substantiated view on whether the best risk capital vehicle for agribusiness SMEs in Assam is standalone or through an existing vehicle (with examples where possible).
- f. Based on industry analysis and interviews with industry players, produce an assessment of key financial and non-financial incentives needed by co-investors (providing a breakdown by type of investor) and fund managers at the fund or investment level, and an analysis of instruments and vehicles that can address these incentives, including through the proposed Project.

12) Lessons Learned from Global Examples of SME Funds:

- a. Identify 3-5 country case studies, including at least three based on an investment fund model, of successful provision of risk capital for agribusiness SMEs (including through government funds).
- b. Identify the lessons learned from these cases, and link these lessons to the principles for the design and structure of an effective agribusiness SME fund, including co-investment, governance arrangements, investment strategy etc.

13) Legal/regulatory/taxation framework:

- a. Identify key legal/regulatory/taxation factors that would govern decisions on the key features of the proposed fund, such as whether to consider a standalone vehicle or an





- c. **Draft final Report**, including final findings from the demand-side and supply-side assessments and recommendations on Fund design and implementation arrangements. (10 weeks following contract start date)
  - d. **Final Report**, including bibliography, acronyms, glossary, summary of Interviews held (2 weeks following receipt of comments)
11. The following will be the schedule of deliverables, milestones and payments -

Deliverables	Milestone Due Date	Payment (%) of contract price
Inception Report	Within 2 weeks from contract signing date	10%
Interim Report	Within 6 weeks from contract signing date	25%
Draft final Report	Within 10 weeks from contract signing date	40%
Final Report	Within 12 weeks from contract signing date	25%

#### **Services to be provided by the Client**

12. The client (ARIAS Society) will provide some contacts for the interviews and background data for the research, but the Consultant(s) is expected to proactively identify necessary interviewees and proceed with interviews.
13. The client shall ensure necessary cooperation of District Industries and Commerce and Centres (DICC)s and/or other line departments of GoA. The client will share relevant available background information, including the results of any preliminary work already conducted. However, the client will not provide any logistics support such as staff housing, office space, communication facilities etc. to the consultant during the study. Consultant shall have to arrange all such facilities/services required for carrying out the assigned work and they should take note of this in submitting the financial proposal.

#### **Composition of Review Committee to Monitor Consultants**

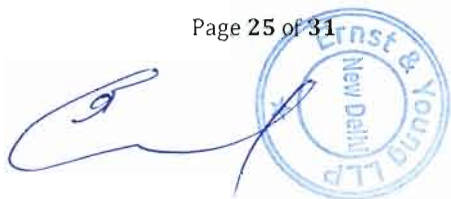

14. The review committee would consist of Procurement Engineer, Agriculture Coordinator, Fishery Coordinator, Agribusiness Specialist, Market Analyst at PCU. The State Project Director would chair the review meetings and he may also invite other subject experts as required for the review meeting.

#### **Procedure for Review of Reports and Status**

15. The consultant would be required to make a presentation to the Committee mentioned above after submission of each report at mutually agreed dates. The observations of the Committee would have to be addressed within the given time.

#### **Key Professionals whose CV and qualifications will be evaluated**

16. The assignment is expected to be carried out by experts with experience in SME finance and investment funds, under the guidance of a team leader and support of an analyst. Qualifications of key personnel whose CV's will be assessed are described below:
  - a. **Team Leader:**
    - Masters degree in Finance, Business Administration or related areas and at least 8 years of relevant experience
    - Significant and demonstrated understanding and expertise of PEVC industry
    - Significant and demonstrated understanding and expertise in SME financing, particularly risk capital for SMEs
    - Demonstrated experience in consultative research and producing high quality analyses
    - Excellent writing and communication skills in English
    - Significant experiencing in leading high quality consultative research and analyses, particularly related to government financing interventions, SME financing, or private equity and venture capital
  - b. **SME Finance Expert:**
    - Masters degree in Finance, Business Administration or related areas and at least 5 years of relevant experience

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- Significant and demonstrated understanding and expertise in SME financing, particularly risk capital for agribusiness SMEs
- Significant and demonstrated experience in mapping the SME sector and conducting financing needs assessments for SMEs
- Demonstrated knowledge of the SME space in India, or more specifically Assam, and their financing needs, is a plus
- Demonstrated experience in consultative research and producing high quality analyses
- Excellent writing and communication skills in English

c. ***Investment Fund Expert:***

- Masters degree in Finance, Business Administration or related areas and at least 5 years of relevant experience
- Significant and demonstrated understanding and expertise of PEVC industry, with added weight for PEVC investment experience
- Significant and demonstrated understanding and expertise in SME financing, particularly risk capital for SMEs
- Demonstrated understanding and expertise related to government intervention in PEVC industry, particularly through the investment fund model
- Demonstrated experience in consultative research and producing high quality analyses
- Excellent writing and communication skills in English

d. ***Legal Expert:***

- Advanced degree in law and at least 5 years work experience in the legal field
- Specific experience related to legal issues on the private equity and venture capital sector in India/ multiple regions.
- Significant experience in development of legal documents
- Experienced in consultative research and producing high quality analyses
- Excellent communication skills in English
- Familiarity with local legal context in South Asia region/ India is a plus
- Experience working with the public sector in the legal field is also a plus



  
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## APPENDIX - B

### LIST OF EXPERTS

No	Name	Expert's input (in person/month) per each deliverable (listed in TECH-5)						Total time-input (in person months)		
		Position		D1	D2	D3	D4	Home	Field	Total
	List of Key Experts									
K-1	Robert Kraybill	Team Leader	Home	0.5	0.5	1.25	0.25	2.5		3
			Field	0	0	0.5	0		0.5	
K-2	Amit Vatsyayan	SME Finance Expert	Home	0.75	0.75	0.75	0.25	2.5		3
			Field	0	0.5	0	0		0.5	
K-3	Vikram Raman	Investment Fund Expert	Home	0	0	1.25	0.25	1.5		1.75
			Field	0	0	0.25	0		0.25	
K-4	Matthew Kasdin	Legal Expert	Home	0	0.5	0.5	0	1.0		1
			Field	0	0	0	0		0	
				Subtotal (Key Experts)						8.75
List of Non Key Experts										
N-1	Pranay Samson	Non-Key Expert	Home	0.75	0.75	0.5	1	3		3
			Field	0	0	0	0		0	
N-2	Natasha Garcha	Non-Key Expert	Home	0.75	0.75	0.5	1	3		3
			Field	0	0	0	0		0	
N-3	Satyam Shivam Sundaram	Non-Key Expert	Home	0.5	0.5	0.75	0.25	2		3
			Field	0.5	0.5	0	0		1	
N-4	Jayant Prakash	Non-Key Expert	Home	0.5	0.5	0.75	0.25	2		3
			Field	0.5	0.5	0	0		1	
				Subtotal (Non-Key Experts)						12
Grand total (Key and Non-Key Experts)								20.75		

## APPENDIX - C

### BREAK UP OF CONTRACT PRICE

Items	Negotiated Final Cost (Rs.)
<b>Cost of the Financial Proposal</b>	
Including:	
(1) Remuneration	85,32,500.00
(2) Reimbursables	15,00,000.00
<b>Total Cost of the Financial Proposal:</b>	<b>1,00,32,500.00</b>
<b>Indirect Local Tax Estimates</b>	
(1) Goods & Services Tax (GST) (18%)	18,05,850
<b>Total Estimate for indirect Local Tax</b>	<b>18,05,850</b>



  
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Appendix-C.1						
Breakdown of Remuneration						
No.	Name	Position (as in TECH-6)	Amount (Rs.)			
				Person-month Remuneration Rate	Total Months	Amount
Key Experts						
K-1	Robert Kraybill	Team Leader	Home	7,00,000	2.5	17,50,000.00
			Field	7,50,000	0.5	3,75,000.00
K-2	Amit Vatsyayan	SME Finance Expert	Home	7,00,000	2.5	17,50,000.00
			Field	7,50,000	0.5	3,75,000.00
K-3	Vikram Raman	Investment Fund Expert	Home	6,00,000	1.5	9,00,000.00
			Field	6,50,000	0.25	1,62,500.00
K-4	Matthew Kasdin	Legal Expert	Home	5,50,000	1	5,50,000.00
			Field			
	Sub Total					58,62,500.00
Non Key Experts						
N-1	Pranay Samson	Non-Key Expert	Home	1,65,000	3	4,95,000.00
			Field			
N-2	Natasha Garcha	Non-Key Expert	Home	1,65,000	3	4,95,000.00
			Field			
N-3	Satyam Shivam Sundaram	Non-Key Expert	Home	2,80,000	2	5,60,000.00
			Field	2,80,000	1	2,80,000.00
N-4	Jayant Prakash	Non-Key Expert	Home	2,80,000	2	5,60,000.00
			Field	2,80,000	1	2,80,000.00
	Sub Total					26,70,000.00
Grand Total						85,32,500.00

<b>Appendix-C.2</b>					
<b>Breakdown of Reimbursable Expenses</b>					
No	Type of Reimbursable Expense	Unit	Quantity	Unit Cost (Rs.)	Amount (Rs.)
1	Flight Expenses	INR	Multiple		4,50,000
2	Accommodation/ Stay	INR	Multiple		2,50,000
3	Per Diem	INR		N/A	
4	Vehicle	INR	28 days	8000/ day	2,24,000
5	Expenses related to field visits (including stay and food expenses for 1 person for the period 28 day field study)	INR	4	1,34,400	5,37,600
6	Misc. (Documentation, Printing, etc)	INR	Multiple	Varied	38,400
<b>Grand Total</b>					<b>15,00,000</b>



*[Signature]*  
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