

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-5328-CS-CDS

Contract No. : ARIASS/APART/ILRI/97/2016

Assignment Title : Technical Assistance for the Livestock (Dairy & Piggery) Sub-Component of the World Bank Financed APART

Contract Agreement between : Assam Rural Infrastructure and Agricultural Services (ARIAS) Society of the Government of Assam OR "ARIAS Society"
and
INTERNATIONAL LIVESTOCK RESEARCH INSTITUTE (ILRI)

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, the **International Livestock Research Institute or "ILRI"**, Box 30709, Naivasha Rd, Nairobi- 00100, Kenya, (hereinafter called the "Consultant").

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

Appendix A:	Terms of Reference
Appendix B:	Key Experts
Appendix C:	Breakdown of Contract Price
Appendix D:	Form of Advance Payments Guarantee (deleted)
Appendix E:	Technical Proposal from ILRI

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 **International Livestock Research Institute or "ILRI"**,
(Authorized Representative):

Signature:


(Dr. H. Rahman)

Name: Dr. Jimmy Smith

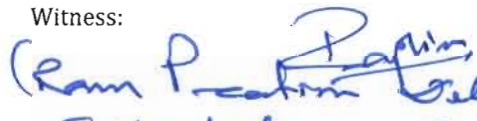
Title: Director General,

International Livestock Research Institute (ILRI),

Box 30709, Naivasha Rd, Nairobi- 00100, Kenya

Date: 16th March 2018

Witness:


(Ram Prakash) Scientist cum Program Manager, ILRI

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

Signature:



Name: Mr. Siddharth Singh, IAS

Title: State Project Director, ARIAS Society

Date: 16th March 2018

Witness:



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.

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- (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

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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

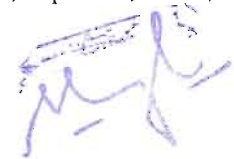
16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation 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 Contract

17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

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

17.9. In the case of disagreement between the Parties as to 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.

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- 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

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- (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 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 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.

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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: Project Coordination Unit, ARIAS Society, 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: International Livestock Research Institute (ILRI), P.O Box 30709- 00100, Uthuru, Old Naivasha Road, Nairobi, Kenya</p> <p>Attention: Director General, ILRI Facsimile: +254-20 422 3001 E-mail: <u>J.Smith@cgiar.org</u></p>
8.1	Not Applicable
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: (1) State Project Director, ARIAS Society (2) Director of Animal Husbandry & Veterinary, Govt. of Assam (3) Director of Dairy Development, Govt. of Assam, and (4) Managing Director, Assam Livestock and Poultry Corporation</p> <p>For the Consultant: Dr. Delia Grace Team Leader for the assignment, ILRI, Old Naivasha Road, P.O. Box 30709-00100, Nairobi, Kenya Mobile: 25407025705821, Off: 254204223460 Email: d.grace@cgiar.org</p>
11.1	The effectiveness conditions are the following: Date of undertaking from 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	<p>Commencement of Services:</p> <p>The number of days shall be 10 days from the date of effectiveness.</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	Expiration of Contract: 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 disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3 : Yes

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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"> Professional liability insurance, with a minimum coverage of US\$ 1,427,858 (US Dollars One million four hundred twenty seven thousand, eight hundred and fifty eight); 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> Third Party liability insurance, with a minimum coverage <i>in accordance with the applicable law in the Client's country;</i> 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 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	No exceptions to proprietary rights provision
38.1	<p>The Contract price is: US\$ 535,978 plus Indian Rupees 5,79,72,184 [Grand total in US\$ 14,27,858 converting the INR payment @ 1US\$=Rs.65] excluding all taxes, (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 ₹ 1,67,05,939 at the current rate of GST on services being 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"> 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; 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; 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; 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"> 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 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.

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The payment schedule:

Deliverables	Payment Schedule for Technical Advisory Support								Exit Strategy		% payment out of Total Contract price (%)
	Yr-1		Yr-2		Yr-3		Yr-4		Yr-5		
	1 (%)	2(%)	1(%)	2(%)	1(%)	2(%)	1(%)	2(%)	1(%)	2(%)	
Deliverable 1. Inception Report	10%	-	-	-	-	-	-	-	-	-	10%
A.1 Facilitating Transformation of Informal Dairy Sector											
Deliverable 2. Designing and developing detailed plans	0.79										0.79
Deliverable 3. Training course development for Dairy Value Chain Actors		1.65	1.25								2.90
Deliverable 4. Organizing Training of Trainers			0.43	0.43	0.79						1.65
Deliverable 5. Technical assistance for rolling out the TMC program in the field	0.10	0.11	0.49	0.50	0.56	0.53	0.57	0.38	0.10	0.09	3.43
A.2 Building capacity on laboratory technologies for milk safety and quality assurance under FSSA											
Deliverable 6 . Developing protocol and quality assurance system under DDD for adherence to FSSA		1.19	0.25	0.24	0.24	0.21					2.13
Deliverable 7. Capacity building of Government officers on lab technology		0.67	0.44		0.36						1.47
Deliverable 8. Hand holding for health risk assessment & risk communication in milk value chain under FSSA			3.53	1.54	0.87	0.35	0.29	0.29	2.88	2.88	12.62
A.3 Improving Productivity											
Deliverable 9. Mastitis and reproductive health management			0.63	0.50	0.91		0.26	0.27	1.50	0.66	4.73
B.1 Strengthening the Pork Value Chain											
Deliverable 10. Training courses on (i) pig management (ii) para veterinary services (pig bondhus) and (ii) pork retailing		1.38	1.05								2.43
Deliverable 11. Organizing training of trainers			0.39	0.39	0.48	0.39					1.65
Deliverable 12. Technical assistance for rolling out Training, Monitoring and Certification (TMC) program in the field		0.76	0.50	0.48	0.49	0.59	0.29	0.28	0.09	0.09	3.57
B.2 Building capacity in lab technologies for food safety and quality assurance to comply with FSSA											
Deliverable 13. Building capacity on laboratory technologies for pork safety and quality assurance to comply with FSSA	0.46	0.40	0.40								1.26
Deliverable 14. Developing laboratory protocol and quality assurance system under AHVD to comply with FSSA		0.98	0.17	0.23	0.29	0.17					1.78
Deliverable 15. Handholding for health risk assessment and risk communication in Pork Value Chain			3.13	2.00	0.68	0.30	0.47		3.67	2.00	12.25
B.3 Improve Productivity											
Deliverable 16. Mentoring Government Pig Breeding Farms & low cost pig housing for smallholders	0.12	1.23	0.44	0.27	0.14	0.25	0.13	0.20			2.78
C.1 Mapping dairy and pig clusters											
Deliverable 17. Mapping of dairy and pig clusters	2.80	0.25									3.05
Deliverable 18. Technical assistance for entrepreneurship and introducing new climate resilient feed technologies		0.69	0.55	0.80	0.55	0.80	0.35	0.34			4.08
Deliverable 19. Designing strategy for food safety communication and awareness building of consumers					1.30						1.30
Deliverable 20. Technical advisory services to Dairy and Animal Husbandry Departments for project planning and implementation	0.49	0.49	0.49	0.49	0.49	0.49	0.49	0.49	0.21	0.21	4.35
Deliverable 21. Facilitate coordination and collective action among project partners and beyond	0.14	0.21	0.14	0.21	0.14	0.21	0.14	0.21	0.10	0.11	1.61
Deliverable 22: Exit plan									0.81	0.83	1.64
Project management expenses	2.17	2.18	2.21	2.22	1.98	1.99	1.63	1.64	1.69	1.69	19.40
Overhead	0.96	0.97	1.34	1.35	0.83	0.83	0.44	0.45	0.98	0.98	9.13
Total	8.03	13.16	17.83	11.65	11.04	7.11	5.06	4.55	12.03	9.54	100

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	<p>Note:</p> <p>a) Payment of installments shall be linked to the <u>detailed deliverables</u> specified in the Terms of Reference at Appendix A.</p> <p>b) Total sum of all installments shall not exceed the Contract price set up in SCC38.1.</p>
41.2.1	There shall be no Advance payment
41.2.4	<p>The accounts are:</p> <p><u>for foreign currency: ILRI payment details are as follows:</u></p> <p>ACCOUNT NAME: International Livestock Research Institute BANK NAME: Citibank, N.A. (Financial Institutions) BANK ADDRESS: 111 Wall Street 5th floor, Zone 8 New York, N.Y. 10043 U.S.A. ACCOUNT NUMBER: 36158977 SWIFT/BIC: CITIUS33 ABA/BANK CODE: 021000089</p> <p><u>for local currency: ILRI payment details are as follows</u></p> <p>ACCOUNT NAME: International Livestock Research Institute BANK NAME: Citi Bank BANK ADDRESS: New Delhi ACCOUNT NUMBER.: 710658005 SWIFT CODE: CITINBX ABA CODE: 021000089 INTERMEDIARY BANK SWIFT CODE: CITIUS33</p>
42.1	The interest rate is: 8% per Annum
45.1	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</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 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 therefrom, 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.</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 General of the Permanent Court of Arbitration, The Hague.</p>

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	<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(b) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant ; or</p> <p>(b) the country in which the Consultant's principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's shareholders; or</p> <p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in Bhutan;</p> <p>(b) the English language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>

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IV. Appendices

APPENDIX A – TERMS OF REFERENCE

Technical Assistance for the Livestock (Informal Dairy & Piggery) Sub-Component of the World Bank Financed APART

1. BACKGROUND

- a) Government of Assam (GoA), through the Government of India has received a loan of US\$200 million from the World Bank (W.B.) for implementation of the “Assam Agribusiness and Rural Transformation Project (APART)”. Assam Rural Infrastructure and Agricultural Services (ARIAS) Society is the apex coordinating and monitoring agency for the project. ARIAS Society now intends to utilize a part of this loan to hire a Consultancy agency for providing “Technical Support” to (i) Directorate of Animal Husbandry and Veterinary and (ii) Directorate of Dairy Development, GoA, for development of piggery and informal dairy value chains respectively.
- b) 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”.**
- c) There are four components of the project with different sub components. **The first component is Enabling Agri. enterprise Development. The second component is Facilitating Agro Cluster Development. The third component is Fostering Market Led Production and Resilience Enhancement and the fourth component is project Management, Monitoring and Learning.**
- d) Under the third Component i.e. “C”, APART would support, value addition in the production and post-harvest segments of selected agricultural value-chains; facilitate agribusiness investments through inclusive business models that provide opportunities to small farmers and support resilience of agricultural production systems in order to better manage increasing production and commercial risks associated with climate change and marketing of agro produce, in the targeted districts. The project would adopt a cluster strategy within the targeted districts to generate economies of scale; promote vertical and horizontal links between local agricultural enterprises; enable diffusion of innovations and leverage network externalities.
- e) Piggery and informal dairy value chains would be covered under component C of the project. The objective of this component is to enable producers of the priority value chains, in the targeted clusters, to take advantage of the rapidly changing market demand, and enhance resilience of agriculture production systems for increasing production and managing risks associated with climate change. This would be achieved by: the introduction of improved production technologies, and climate resilient solutions; facilitation of collective-action by supporting the establishment of Farmer Producer Organizations (FPOs); improving value realization at the farm level through improved cleaning, grading and packing of produce through Common Service Centers (CSCs) managed by FPOs; facilitating better input and output market linkages; and facilitating access to a broad set of financial services and their responsible use by producers.

2. **OBJECTIVES OF THE ASSIGNMENT:** The key objectives of the assignment would be to support the (a) Directorate of Veterinary & Animal Husbandry and (b) Directorate of Dairy Development in: (i) increasing production and productivity by organizing smallholder producers into producer groups to access services, inputs and markets, (ii) developing and equipping a service delivery network (including pig *bandhus*) for breeding including a multiplier scheme for boars and artificial insemination services, feeding and animal health; (iii) Common Service Centres (CSCs) to support access to inputs, post-harvest management including Bulk Milk Coolers (BMCs), small scale slaughter houses; (iv) capacity building through skills training, demonstrations and exposure visits; (v) enhancing market access through enterprise development and promoting aggregation and processing, with a focus on food safety and human health risks; (vi) building state capacity to implement the Food Safety Standard Act for India (FSSAI); and (vii) training and certification of small scale market actors (like milk traders, sweet makers, and butchers) and increasing consumer awareness on food safety.

3. **SCOPE OF THE ASSIGNMENT:** The broad scope of the assignment will be three fold:

- Supporting the Directorate of Animal Husbandry and Veterinary in developing and strengthening the pork value chain ;
- Supporting the Directorate of Dairy Development in formalizing the informal milk sector;
- Supporting both Directorate of Animal Husbandry and Veterinary & Directorate of Dairy Development in cross cutting areas like mapping of pork and informal dairy value chains, new feed technologies and food safety etc.

4. **DELIVERABLES, REPORTS AND PAYMENT SCHEDULE:**

- The deliverables from ILRI shall be in terms of technical advisory support to the implementing partners i.e. Directorate of Animal Husbandry & Veterinary and the Directorate of Dairy Development in the Pork and the Informal Dairy Value Chains of APART respectively and integration with cross cutting areas.
- The Outputs/deliverables in the Pork and the Informal Dairy Value Chains from ILRI in terms of technical advisory support are as given below:

Task/Activity	Units	Yr-1	Yr-2	Yr-3	Yr-4	Yr-5	Total
A. INFORMAL DAIRY VALUE CHAIN COMPONENT							
Deliverable 1. Inception Report	Report	1					1
A.1 Facilitating Transformation of Informal Dairy Sector							
Deliverable 2. Designing and developing detailed plans							
Activity 1: Design of TMC programme	Document	1					1
Activity 2: Training calendar	Document	1					1
Activity 3: Training Protocol	Document	1					1
Activity 4: Training monitoring tools	Document	4					4
Deliverable 3. Training course development for Dairy Value Chain Actors							
Activity 1: Training manuals for four different market Actors	Manual	2	2				4
Deliverable 4. Organizing Training of Trainers (ToT)							
Activity 1: No. of ToTs	Training		6	6			12
Deliverable 5. Technical assistance for rolling out the TMC program in the field							
Activity 1: Hand holding & facilitation of 1 st training in each district	Training		8	8			16
Activity 2: Training workshop on TMC	Workshop		2	1	1		4
Activity 3: Supervision for quality assurance for training	Visits		5	5	8	5	23
Activity 4: Policy support & participation in JCMC meetings	Man days	6	6	6	6	6	30
A.2 Building capacity on laboratory technologies for milk safety and quality assurance under FSSA							
Deliverable 6. Developing protocol and quality assurance system under DDD for adherence to FSSA							
Activity 1: Current status & need assessment of existing labs and recommendations for strengthening the labs	Document	1					1
Activity 2: Laboratory protocol (SOP)	Document		1				1
Activity 3: Supervision for quality assurance	Man days			11	11		22
Deliverable 7. Capacity building of Government officers on lab technology							
Activity 1: Lab training need assessment & customised training design	Document	1					1
Activity 2: Training of laboratory technicians/ officers	Training	1	1	1			3
Deliverable 8. Support for health risk assessment & risk communication in milk value chain under FSSA							
Activity 1: Risk assessment study report on informal milk value chain	Report			1		1	2
Activity 2: Preparation of extension materials	Extension materials			4			4
Activity 3: Man days for risk communication workshop	Man day			6	6	6	18
A.3 Improving Productivity							

Task/Activity	Units	Yr-1	Yr-2	Yr-3	Yr-4	Yr-5	Total
Deliverable 9. Mastitis and reproductive health management							
Activity 1: Demonstration of mastitis management programme	Direct beneficiary		100				100
Activity 2: Exposure trip for district officials to pilot site	Exposure trips		3	3			6
Activity 3: Preparation of extension materials, tools & protocol for replication	Extension document		4				4
Activity 4: Technical assistance for scaling out	Man days				10	10	20
Activity 5: Outcome assessment of the programme in all project sites based on lab results & economic study	Outcome report					1	1
B. PORK VALUE CHAIN							
B.1 Strengthening the Pork Value Chain							
Deliverable 10. Training courses on (i) pig management (ii) para veterinary services (pig bondhus) and (ii) pork retailing	Courses /modules						
Activity 1: Training manuals for producers, pork retailers & Pig Bandhus	Manual	2	1				3
Deliverable 11. Organizing training of trainers	Trainings						
Activity 1: Training of Trainers (ToTs)	Training		4	5			9
Deliverable 12. Technical assistance for rolling out Training, Monitoring and Certification (TMC) program in the field							
Activity 1: Training programme design, calendar, monitoring tools and protocol	Document	6					6
Activity 2: Technical support for training workshop on TMC for senior govt. officials	Workshop		2	1	1		4
Activity 3: Handholding for organisation & facilitation of 1 st few trainings	Training		8	8			16
Activity 4: Supervision for quality assurance of training & monitoring	Man days		4	4	4	4	16
Activity 5: Policy support and participation in JCMC meeting	Man days	4	4	4	4	4	20
B.2 Building capacity in lab technologies for food safety and quality assurance to comply with FSSA							
Deliverable 13. Building capacity on laboratory technologies for pork safety and quality assurance to comply with FSSA	Nos.						
Activity 1: Training need assessment & customised training design	Document	1					1
Activity 2: Training of laboratory technicians/ officers	Training	1	1				2
Deliverable 14. Developing laboratory protocol and quality assurance system under AHVD to comply with FSSA							
Activity 1: Current status & need assessment of existing labs	Document	1					1
Activity 2: Development of laboratory protocol (SoP)	Document	1					1
Activity 3: Supervision for quality assurance	Man days		11	11			22
Deliverable 15. Handholding for health risk assessment and risk communication in Pork Value Chain							
Activity 1: Risk assessment study reports(baseline & end line) on pork value chain	Report			1		1	1
Activity 2: Interactive risk communication workshop	Workshop			1	1	1	3
Activity 3: Preparation of extension materials	Extension materials			4			4
B.3 Improve Productivity							
Deliverable 16. Mentoring Government Pig Breeding Farms & low cost pig housing for smallholders							
Activity 1: Assessment of existing status and gap of pig breeding farms and identify critical interventions required	Report	1					1
Activity 2: Training workshop for farm managers	Workshop	1	1				2
Activity 3: Identifying international pig breeder for on farm training/mentoring and drafting SoP	Number	1	1	1			3
Activity 4: Guidance and supervision for effective use of SoP	Man days	5	5	5	5		20
C. CROSS CUTTING							
C.1 Mapping dairy and pig clusters							

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Task/Activity	Units	Yr-1	Yr-2	Yr-3	Yr-4	Yr-5	Total
Deliverable 17. Mapping of dairy and pig clusters							
Activity 1: Mapping of dairy and pig clusters	Report with GIS maps	2					2
Deliverable 18. Technical assistance for entrepreneurship and introducing new climate resilient feed technologies							
Activity 1: Identification of climate resilient feed technologies	Technology		2	2			4
Activity 2: Interactive session with stakeholders on identified technologies	Workshop		3	3			6
Activity 3: Technical support to AHVH &DDD to demonstrate identified technologies	Technology		2	2			4
Activity 4: Technical support to Department of Agri on fodder demos	Presence & Advisory in the demos	2	5	5	5		17
Activity 5: Technical support to EDPF for dairy/animal husbandry related entrepreneurs	Man days	2	5	5	5		17
Deliverable 19. Designing strategy for food safety communication and awareness building of consumers							
Activity 1: Quick evaluation of consumers' preference & behaviour	Report			1			1
Activity 2: Writers' workshop for designing the campaign & drafting content	Workshop			2			2
Activity 3: Content for dissemination & communication	Dissemination material			8			8
Deliverable 20. Technical advisory services to Dairy and Animal Husbandry Departments for project planning and implementation							
Activity 1: Need based technical support for DDD & AHVD beyond the scope of this project proposal	Man days	26	26	26	26	12	116
Deliverable 21. Facilitate coordination and collective action among project partners and beyond							
Activity 1: Creation of platforms for continuous discussions on different areas of livestock	Interactive platform		2	3			5
Activity 2: Meeting/ discussion/ workshop among different relevant stakeholders	Meeting/ discussion	2	2	2	2	2	10
Deliverable 22: Exit Plan							
Activity 1: Workshop on exit strategy	workshop					2	2
Activity 2: Policy brief	document					6	6
Activity 3: Policy workshop	workshop					2	2
Total % of half yearly payment							
Total % yearly payment		21.19	29.48	18.15	9.61	21.57	100
Total yearly payments US\$ out of total Contract Price		302693	420716	259605	137213	307631	1427858

4.3 **REPORTS:** ILRI will submit the reports/ documents to the Client (i.e. the State Project Director, ARIAS Society, the Directorate Animal Husbandry & Veterinary and the Directorate of Dairy Development) 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, the Directorate Animal Husbandry & Veterinary and the Directorate of Dairy Development before finalization. A brief description of these reports 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

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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 in the pork and informal dairy value chains including on productivity, production, improvement of the socio-economic status of the informal dairy and pig farmers, etc.

4.4 **Documents required for making payment:** ILRI will submit six-monthly invoice supported by (i) six-monthly progress report as per the prescribed format agreed with the client and (ii) a certification from the Directorate Animal Husbandry & Veterinary and the Directorate of Dairy Development stating that technical advisory services have been provided as per the targeted deliverables of the contract.

4.5 **The technical details of the deliverables under the assignment are mentioned below:**

4.5.1 **Informal Dairy Value Chain:**

4.5.1.1 **Facilitating transformation from informal to formal**

- i) **Designing and developing detailed plans, tools and protocols for Training Monitoring & Certification (TMC) Scheme:** The consultant would support Directorate of Dairy Development (DDD) in designing an updated training curriculum, training calendar and work-plan for relevant informal milk value chain players. Protocols for Training of Trainers (ToTs) and field trainings, tools for monitoring the trained actors, for establishing the certification and licensing programme would also be developed, besides developing the capacity of DDD on all these fronts.
- ii) **Training course development for informal dairy value chain actors:** Based on a rapid participatory assessment of knowledge, attitude and practices of informal milk value chain actors, the consultant will develop customized training courses for all informal value chain actors (producers, traders, sweet makers and cottage processors) in consultation with DDD. The course tools will include manuals, hand-outs and practical exercises, games etc and should adopt participatory learning, learning by doing, exposure visits, on the job training, continuous mentoring and follow up. The course should include topics related to improved dairy practices (technically and economically feasible in local context), clean and hygienic practices in production, handling, storage and marketing, improved milk and product quality and safety, reducing wastage and spoilage, value addition, prevailing rules and regulations for running informal milk/product business, business management, marketing and so on. Relevant stakeholders' views including organizations of national international repute should be considered while designing these courses. The printing/publishing of these course materials would be taken care by DDD.
- iii) **Organizing Training of Trainers (ToTs):** It is proposed to organize ToTs for resource persons in the project districts who would in turn impart training to the actual trainees. There will be four different types of ToTs based on the value chain actors targeted (producers, traders, sweet makers & cottage processors) and each type of ToT would be attended by about 5 resource persons from each project district. The ToTs would also be open to the district DDD and AHVD officials, interested resource persons from Krishi Vigyan Kendras (KVKs), and representatives of producers and traders associations. The ToTs will be imparted using various tools and techniques including classroom sessions, demonstrations (e.g. milk test), field training, group discussions, role plays, management games, online professional tools/technologies, out of sessions support like email, social media, whats app, SMS etc. Adult learning technique will also be taught in the training. Women participation would be encouraged in such ToTs. In the ToTs, the resource persons will learn practically and in a hands-on way so that they can gather knowledge and confidence.

- iv) **Technical Assistance for rolling out the TMC program in the field:** The Consultant will provide technical support to DDD in rolling out the TMC programme in the field. In the first few field trainings Consultant will facilitate Directorate but thereafter the Directorate staff will own and take the responsibility themselves. With the trainees consent, all information will be entered in a computer database for future reference and follow-up during monitoring and certification and beyond. For quality checks, the Consultant should make random field visits on a sample basis during training and provide guidance to the resource persons in case training is not going satisfactory. If "unsatisfactory" emerges to be the trend, then deeper and scaled up involvement of the Consultant would be required. The Consultant's senior representative would be an invited member on the State Advisory Body (of late called JCMC) and contribute in planning the activities related to TMC.

4.5.1.2 **Building Capacity on lab technologies for milk safety & quality assurance under FSSA**

- i) **Developing lab protocol and quality assurance system under DDD for adherence to FSSA:** The critical gaps in lab infrastructure and resources would be identified to address the gaps and to identify the range of tests to be carried out. The Consultant would work with DDD to design and develop standard protocols for laboratory work; and to put in place a food quality and safety assurance process. The protocols would include procedures from sample collection in the field to packaging, storing, dispatching, long-term storage and analysis. The Consultant would also advise on discarding biological samples and sending for advanced testing, taking appropriate measures for safety.
- ii) **Capacity building of Government officers on laboratory technology:** The training needs of laboratory technicians and Food Safety Officers (FSOs) will be assessed quickly and a customized training curriculum will be developed by the Consultant. Training for laboratory technicians is proposed in the laboratory as well as in the field and it will cover the whole process from sampling, sample collection, packaging, transportation, handling and laboratory work. The laboratory tests include simple and rapid milk tests that can be conducted in the field or basic laboratory as well as advanced test like isolation and identification of microbes, ELISA, use of HPLC, PCR etc. In addition, the Consultant would build Directorate's capacity on how to collect samples in a probabilistic way with denominator data, so that the samples are representative of the dairy value chain, and also how to conduct risk-targeted sampling to allow for a more efficient use of resources, by concentrating testing where it is most useful. Testing will also be part of a surveillance and response program that includes official reporting and action under FSSA.
- iii) **Handholding support for health risk assessment and risk communication in milk value chain under FSSA-2006:** The focus here would be to make the Directorate and district level staff under the Directorate FSSA-2006 ready and would be accomplished in a "farm to table" approach so that critical control points can be identified where food must be checked and control action can be taken. Under this, it is proposed to assess the major health risk in terms of adulterants, microbial load, antimicrobial residues and aflatoxins. The findings would be an important baseline for the state to design any action for improving milk quality and safety. The information would also support in the content development for consumers' awareness campaign and serve as a baseline indicator for project outcome assessment. On job capacity building of government officers would be an important element of this task. For risk communication, seamless information exchange among the associated stakeholders like value chain actors, consumers, dairy processors, the academic community and other interested parties would be ensured. The information would be built upon the risk management decisions and would be used to develop knowledge and extension products. This could include judicious use of antimicrobials, consultation with veterinarians before use, following milk

withdrawal periods after use of antimicrobials (as an example). A risk assessment study may be carried out before and after the TMC interventions in order to assess the impact of the interventions in terms of improved milk quality and safety.

- 4.5.1.3 **Improve Productivity:Mastitis and Reproductive Health Management:** It is proposed to demonstrate a mastitis management programme in a small cluster (around 100 farmers) under the project. Under this, all dairy animals in the project households will be tested with California Mastitis Test (CMT). If successful, this would be replicated in other clusters as per the prevalence of the disease. Later, extension and information materials will be developed, which the Directorate would use in its campaigns, training and capacity building programs etc. Besides mastitis management, the project would build a reproductive health management program addressing diseases/anomalies/syndromes like brucellosis, abortion, repeat breeding, infertility, metritis, endo-metritis etc which cause huge losses and are a risk to human health as well. The Consultant should be able to demonstrate the benefits that can be achieved by disease control, motivating & scale-out. Finally, it should result in reduced disease incidence and improved productivity. Reproductive health management camps will be organized in the project villages with the support of local veterinary officers, experts from the veterinary department and teachers from College of Veterinary Sciences (CoVS). Record of health camps organized, animals treated, treatments given should be maintained not only with the project but also with the individual beneficiaries for their animals so that traceability is easy. It will also be useful for disease incidence/outbreak forecast and preparing future combating strategies.

4.5.2 **Support in strengthening the pork value chain**

4.5.2.1 **Strengthening of informal pork value chain**

- i) **Training courses on pig management, pork retailing and para-veterinary services:** The consultant will develop training manuals and handouts both in English and Assamese language for training of pig farmers and other value chain players. These courses should incorporate practical tools for better productivity, business opportunity, and improved hygiene and safety. The methodology used for training of value chain players would be participatory learning, model farm visits, visits to modern retail outlets, on-the-job training, mentoring and follow up. A fine balance of men and women trainees would be maintained in these training programs.
- ii) **Organizing Training of Trainers (ToTs):** The resource persons of the project districts would be trained by the consultants who will in turn impart training to the actual trainees. Their involvement would begin in the second year and would go on increasing. By the end of the project, they should be able to take this responsibility independently. In each district, there will be around 5 trainers trained, totaling to around 80 in all 16 project districts. In addition, The ToT sessions would also be attended by the district AHVD officials, interested resource persons from College of Veterinary Sciences (CoVS), Krishi Vigyan Kendras (KVKs) and successful producers, pork retailers and livestock service providers. Language used in these training programs would be a mixed of Hindi, English and Assamese and should be adjusted to the suitability of the trainees. Women's participation as a trainer will be encouraged and the format, timing etc will be gender-sensitive., taking into consideration the needs and capacities of women who dominate pig production.
- iii) **Technical Assistance for Rolling out of Training, Monitoring & Certification (TMC) programme:** The project plans to transform traditional roadside pork vendors to licensed hygienic pork vendors through training and capacity building and then continuously monitoring them and finally certifying them. The consultant will provide technical support to Directorate of Animal Husbandry and Veterinary in

rolling out the programme in the field. The consultant would support the Directorate in developing detailed plans and protocols for imparting training and monitoring. Monitoring will continue for 6 months to ensure adoption of improved practices. Officers and trainers would be required and motivated to follow the protocol to ensure quality and effectiveness of trainings. Initially, the consultant will help the Directorate in facilitating the process but thereafter the Directorate will own and take the responsibility. For ensuring the quality of training, consultant will make visits intermittently during the training and provide guidance to the resource persons as needed. Each training must be followed by a fresher course and professional mentoring and follow up is especially required for *Pig Bandhus* as they conduct animal health activities.

4.5.2.2 **Building capacity in lab technologies for food safety and quality assurance**

- i) **Building capacity on laboratory technologies for pork safety and quality assurance to comply with FSSA:** The consultant would assess the training need of laboratory technicians and Food Safety Officers (FSOs) quickly and a customized training curriculum would be developed to train them. Training for laboratory technicians will cover the whole process from identifying where to sample, sample collection, packaging, transportation, laboratory analysis, results recording and action. Advanced tests such as pathogen isolation, identification of microbes and use of ELISA, PCR and HPLC will be taught wherever possible depending on the lab facilities. The consultant will conduct training on how to collect samples in a probabilistic way with denominator data so that the samples are representative of the pork value chain, and also how to conduct risk-targeted sampling allowing for a more efficient use of resources. Local learning resources would also be identified to sustain the momentum gained during the project to post project period.
- ii) **Developing protocol and quality assurance system to comply with FSSA:** An assessment of the existing lab facilities under the Directorate in project districts would be carried out and gaps identified by the consultant. Consultant would guide the Directorate to overcome these gaps. The consultant will support the Directorate in designing and developing standard protocols for laboratory and putting in place a food quality and safety assurance process. The protocols should include practices from identifying where and when to sample, method of sample collection, packaging, storing, dispatching, long-term storing, analysis, discarding of biological samples and safe referral to laboratories for advanced testing.

4.5.2.3 **Improving Productivity**

- i) **Mentoring Government Pig Breeding Farms & Low Cost Pig Housing:** The capacities of Government pig breeding farms including the personnel managing these farms would be assessed and augmented to run the farms effectively and efficiently based on the critical gaps identified. The consultant is expected to develop a Standard Operating Procedure (SOP) for pig breeding farm management in consultation with the pig breeding farm managers and workers. Based on a pilot, SOP would be modified and implemented. The consultant would follow up with farms in first 2-3 years to ensure that SOP is properly followed and provide technical guidance to put a system in place for grading and disposing piglets for different purposes, culling and replacement of stock and sourcing of new breeding stock. Necessary exposure trips to organizations/farms of national and international repute will also be facilitated to reinforce this capacity. The consultant would support the Directorate to design and promote suitable low cost housing model for small pig farms that is self-replicable.
- ii) **Support on Evidence based pig breeding policy:** The consultant would support the Directorate in drafting, through an extensive consultation process with all relevant stakeholders in addition to local, regional and national level responsible

organizations and institutions, a comprehensive pig breeding policy for the State. This initiative will be supported by a participatory breed mapping exercise conducted in randomly selected villages from different agro-climatic zones to understand framers' preferred breed, as well as the productive and reproductive performance of different breeds, resistance to diseases, demand-supply situation of piglets, scope for conservation of indigenous breeds etc. Cues from pig breeding policies elsewhere (country & globe) would be taken to formulate an Assam specific policy.

4.5.3 **Cross Cutting:**

- 4.5.3.1 **Mapping of dairy & Pig Clusters:** The consultant would be required to survey and map the dairy and piggery clusters, recording actor types and numbers, volumes traded, dairy and veterinary care infrastructure available, farmer organizations (DCS, SHG, MPI) already existing, markets, connectivity infrastructure and other relevant information in each project district before starting to implement the actual interventions. The primary information gathered should be validated and supported by secondary information and the resulting report will set out the existing situation, gaps and the strategies to plug the gaps. In this exercise, officials of both AHVD and DDD will be involved and their capacity will be strengthened to do this type of reconnaissance before planning fieldwork. The mapping will also help the local officers to gather specific information about their clusters and create linkages with relevant actors. The cluster and value chain maps would form an important asset in designing other future programs as well in dairy and piggery sub-sector.
- 4.5.3.2 **Technical assistance for introducing new feed technologies:** The consultant would provide technical support to DDD and Directorate of Animal Husbandry in entrepreneurship development in animal feed sector. This would include facilitating interaction between entrepreneurs and equipment suppliers, ingredient suppliers, maize growers and market agents through organizing interactive sessions. The consultant would guide AHVD in sourcing improved varieties of seeds with higher feed values (e.g. Quality Protein Maize) and promoting food-feed crops such as maize, sweet potato, tapioca, colocasia (taro). The consultant should be able to establish a cross-learning system between West Assam Milk Union Limited (WAMUL), DDD & AHVD officials on interventions related to feed and fodder. This intervention should enable development of an improved entrepreneurial ecosystem in state animal feed sector.
- 4.5.3.3 **Designing communication strategy and awareness building of consumers:** The consultant would provide inputs to both Directorates as well as IEC campaign agency hired centrally by the project. The consultant is expected to quickly investigate consumer preference and behavior related to milk and pork in order to design a communication strategy and the inputs would be based on the results of this investigation.
- 4.5.3.4 **Technical Advisory Services to Directorates of Dairy and Veterinary for project planning and implementation:** The consultant would provide advisory services to both the Directorates i.e. Animal Husbandry and Dairy on different aspects of project planning, implementation and management as and when requirement arises. This support would be intensive in the beginning and would go on reducing in such a manner that by end of the project, these Directorates should be able to self sustain these activities without any external support.
- 4.5.3.5 **Facilitate Collective Action and Coordination among Project Partners & Beyond:** The Consultant would facilitate consultations among AHVD, DDD,

Agriculture Department, WAMUL and ICAR-NRCP in regards to interventions on feed, fodder, crop residue and livestock waste management/reuse. The consultant would also support integration with other project value chains (e.g. maize) and activities such as business planning support for milk and pork value chain actors. Hence the Consultant would play a coordinating role with all concerned stakeholders in the milk and pork value chains. On food safety, the Consultant would facilitate interaction among AHVD, DDD, FSSA, Health Department, Municipalities, AAU and NRCP for collective actions.

4.6 The list of deliverables and activities under the assignment along with related payment percentages are shown in the table below:

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**APART: Payment Schedule for the Contract with ILRI for
Technical Advisory Support Assistance to Pork and Dairy Value Chain against deliverables**

Deliverables/ Activity	Unit of Deliverable	Payment Schedule for Technical Advisory Support vis-a-vis total contract price										
		Year 1		Year2		Year 3		Year 4		Year 5 *		Total
		1 st	2 nd	1 st	2 nd	1 st	2 nd	1 st	2 nd	1 st	2 nd	
A. INFORMAL DAIRY VALUE CHAIN COMPONENT												
Deliverable 1. Inception Report	Report	1										1
	%Payment	10%										10%
<i>A.1 Facilitating Transformation of Informal Dairy Sector</i>												
Deliverable 2. Designing and developing detailed plans												
Activity 1: Design of TMC programme	Document	1										1
	%Payment	0.20										0.20
Activity 2: Training calendar for 4 different types of training	Document	1										1
	%Payment	0.20										0.20
Activity 3: Training Protocol	Document	1										1
	%Payment	0.20										0.20
Activity 4: Training monitoring tools	Document	4										4
	%Payment	0.19										0.19
Deliverable 3. Training course development for Dairy Value Chain Actors												
Activity1: Training manuals for four different market Actors	Manual		2	2								4
	%Payment		1.65	1.25								2.90
Deliverable 4. Organizing Training of Trainers (ToT)												
Activity 1: No. of ToTs	Training			3	3	6						12
	%Payment			0.43	0.43	0.79						1.65
Deliverable 5. Technical assistance for rolling out the TMC program in the field												
Activity 1: Hand holding & facilitation of 1 st training in each district	Training			4	4	4	4					16
	%Payment			0.20	0.20	0.21	0.21					0.82
Activity 2: Training workshop on TMC	Workshop			1	1	1		1				4
	%Payment			0.04	0.05	0.05		0.06				0.20
Activity 3: Supervision for quality assurance for training	Visits			2	3	2	3	5	3	3	2	23
	%Payment			0.10	0.10	0.14	0.16	0.32	0.19	0.05	0.03	1.09
Activity 4: Policy support & participation in JCMC meetings	Man days	3	3	3	3	3	3	3	3	3	3	30
	%Payment	0.10	0.11	0.15	0.15	0.16	0.16	0.19	0.19	0.05	0.06	1.32
<i>A.2 Building capacity on laboratory technologies for milk safety and quality assurance under FSSA</i>												
Deliverable 6. Developing protocol and quality assurance system under DDD for adherence to FSSA												
Activity 1: Current status & need assessment of existing labs and recommendations for strengthening the labs	Document		1									1
	%Payment		1.19									1.19
Activity 2: Laboratory protocol (SOP)	Document			1								1
	%Payment			0.05								0.05
Activity 3: Supervision for quality assurance	Man days			5	6	6	5					22
	%Payment			0.20	0.24	0.24	0.21					0.89

Deliverables/ Activity	Unit of Deliverable	Payment Schedule for Technical Advisory Support vis-a-vis total contract price										
		Year 1		Year2		Year 3		Year 4		Year 5 *		Total
		1 st	2 nd	1 st	2 nd	1 st	2 nd	1 st	2 nd	1 st	2 nd	
Deliverable 7. Capacity building of Government officers on lab technology												
Activity 1: Lab training need assessment & customised training design	Document		1									1
	%Payment		0.33									0.33
Activity 2: Training of laboratory technicians/ officers	Training		1	1		1						3
	%Payment		0.34	0.44		0.36						1.14
Deliverable 8. Handholding for health risk assessment & risk communication in milk value chain under FSSA												
Activity 1: Risk assessment study report on informal milk value chain	Report					1					1	2
	%Payment			2.99	1.00	0.25						4.24
Activity 2: Preparation of extension materials	Extension materials					4						4
	%Payment					0.12						0.12
Activity 3: Man days for risk communication workshop	Man day					3	3	3	3	3	3	18
	%Payment			0.54	0.54	0.50	0.35	0.29	0.29	2.88	2.88	8.27
A.3 Improving Productivity												
Deliverable 9. Mastitis and reproductive health management												
Activity 1: Demonstration of mastitis management programme	Direct beneficiary			50	50							100
	%Payment			0.50	0.25							0.75
Activity 2: Exposure trip for district officials to pilot site	Exposure trips				3	2						5
	%Payment				0.25	0.91						1.16
Activity 3: Preparation of extension materials, tools & protocol for replication	Extension document			4								4
	%Payment			0.13								0.13
Activity 4: Technical assistance for scaling out	Man days							5	5	5	5	20
	%Payment							0.26	0.27	0.27	0.27	1.07
Activity 5: Outcome assessment of the programme in all project sites based on lab results & economic study	Outcome report										1	1
	%Payment									1.23	0.39	1.62
B. PORK VALUE CHAIN												
B.1 Strengthening the Pork Value Chain												
Deliverable 10. Training courses on (i) pig management (ii) para veterinary services (pig bondhus) and (ii) pork retailing	Courses /modules											
Activity 1: Training manuals for producers, pork retailers &Pig Bandhus	Manual		2	1								3
	%Payment		1.38	1.05								2.43
Deliverable 11. Organizing training of trainers	Trainings											
Activity 1: Training of Trainers (ToTs)	Training			2	2	3	2					9
	%Payment			0.39	0.39	0.48	0.39					1.65
Deliverable 12. Technical assistance for rolling out Training, Monitoring and Certification (TMC) program in the field												
Activity 1: Training programme design, calendar, monitoring tools and protocol	Document		6									6
	%Payment		0.62									0.62
Activity 2: Technical support for training workshop on TMC for senior govt. officials	Workshop			2	1		1					4
	%Payment			0.10	0.10		0.10					0.30
Activity 3: Handholding for organisation & facilitation of 1 st few trainings	Training			4	4	4	4					16
	%Payment			0.20	0.20	0.28	0.28					0.96
Activity 4: Supervision for quality assurance of training & monitoring	Man days			2	2	2	2	2	2	2	2	16
	%Payment			0.10	0.09	0.12	0.12	0.15	0.14	0.05	0.05	0.82

Deliverables/ Activity	Unit of Deliverable	Payment Schedule for Technical Advisory Support vis-a-vis total contract price										
		Year 1		Year 2		Year 3		Year 4		Year 5 *		Total
		1 st	2 nd	1 st	2 nd	1 st	2 nd	1 st	2 nd	1 st	2 nd	
Activity 5: Policy support and participation in JCMC meeting	Man days	2	2	2	2	2	2	2	2	2	2	20
	%Payment		0.14	0.10	0.09	0.09	0.09	0.14	0.14	0.04	0.04	0.87
B.2 Building capacity in lab technologies for food safety and quality assurance to comply with FSSAI												
Deliverable 13. Building capacity on laboratory technologies for pork safety and quality assurance to comply with FSSAI	Nos.											
Activity 1: Training need assessment & customised training design	Document	1										1
	%Payment	0.46										0.46
Activity 2: Training of laboratory technicians/ officers	Training		1	1								3
	%Payment		0.40	0.40								0.80
Deliverable 14. Developing laboratory protocol and quality assurance system under AHVD to comply with FSSAI												
Activity 1: Current status & need assessment of existing labs	Document		1									1
	%Payment		0.49									0.49
Activity 2: Development of laboratory protocol (SoP)	Document		1									1
	%Payment		0.49									0.49
Activity 3: Supervision for quality assurance	Man days			5	6	6	5					22
	%Payment			0.17	0.23	0.23	0.17					0.80
Deliverable 15. Handholding for health risk assessment and risk communication in Pork Value Chain												
Activity 1: Risk assessment study reports(baseline & end line) on pork value chain	Report					1					1	2
	%Payment			3.13	2.00	0.30				3.13	2.00	10.56
Activity 2: Interactive risk communication workshop	Workshop						1	1		1		3
	%Payment						0.30	0.47		0.54		1.31
Activity 3: Preparation of extension materials	Extension materials					4						4
	%Payment					0.38						0.38
B.3 Improve Productivity												
Deliverable 16. Mentoring Government Pig Breeding Farms & low cost pig housing for smallholders												
Activity 1: Assessment of existing status and gap of pig breeding farms and identify critical interventions required	Report		1									1
	%Payment		0.70									0.70
Activity 2: Training workshop for farm managers	Workshop		1	1								2
	%Payment		0.30	0.30								0.60
Activity 3: Identifying international pig breeder for on farm training/mentoring and drafting SoP	Number		1		1		1					3
	%Payment		0.05		0.05		0.05					0.15
Activity 4: Guidance and supervision for effective use of SoP	Man days	2	3	2	3	2	3	2	3			20
	%Payment	0.12	0.18	0.14	0.22	0.14	0.20	0.13	0.20			1.33
C. CROSS CUTTING												
C.1 Mapping dairy and pig clusters												
Deliverable 17. Mapping of dairy and pig clusters												
Activity 1: Mapping of dairy and pig clusters	Report with GIS maps		2									2
	%Payment	2.8	0.25									3.05
Deliverable 18. Technical assistance for entrepreneurship and introducing new climate resilient feed technologies												
Activity 1: Identification of climate resilient feed technologies	Technology			2		2						4
	%Payment			0.16		0.16						0.32
Activity 2: Interactive session with stakeholders on identified technologies	Workshop				3		3					6
	%Payment				0.24		0.24					0.48

Deliverables/ Activity	Unit of Deliverable	Payment Schedule for Technical Advisory Support vis-a-vis total contract price										
		Year 1		Year2		Year 3		Year 4		Year 5 *		Total
		1 st	2 nd	1 st	2 nd	1 st	2 nd	1 st	2 nd	1 st	2 nd	
Activity 3: Technical support to AHVH &DDD to demonstrate identified technologies	Technology				2		2					4
	%Payment				0.16		0.16					0.32
Activity 4: Technical support to Department of Agri on fodder demos	Man days		2	3	2	3	2	3	2			17
	%Payment		0.35	0.24	0.15	0.24	0.15	0.20	0.14			1.47
Activity 5: Technical support to EDPF for dairy/animal husbandry related entrepreneurs	Man days		2	2	3	2	3	2	3			17
	%Payment		0.34	0.15	0.25	0.15	0.25	0.15	0.20			1.49
Deliverable 19. Designing strategy for food safety communication and awareness building of consumers												
Activity 1: Quick evaluation of consumers’ preference & behaviour	Report					1						1
	%Payment					0.50						0.50
Activity 2: Writers’ workshop for designing the campaign & drafting content	Workshop					2						2
	%Payment					0.40						0.40
Activity 3: Content for dissemination & communication	Dissemination material					8						8
	%Payment					0.40						0.40
Deliverable 20. Technical advisory services to Dairy and Animal Husbandry Departments for project planning and implementation												
Activity 1: Need based technical support for DDD & AHVD beyond the scope of this project proposal	Man days	13	13	13	13	13	13	13	13	6	6	116
	%Payment	0.49	0.49	0.49	0.49	0.49	0.49	0.49	0.49	0.21	0.21	4.35
Deliverable 21. Facilitate coordination and collective action among project partners and beyond												
Activity 1: Coordination meeting/ workshop	Coordination meeting	1	1	1	1	1	1	1	1	1	1	10
	%Payment	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.10	0.11	0.77
Activity 2: Joint visit to different sites	Visits	1	2	1	2	1	2	1	2			12
	%Payment	0.07	0.14	0.07	0.14	0.07	0.14	0.07	0.14			0.84
Deliverable 22. Exit Strategy Implementation												
Activity 1: Workshop on exit strategy	Workshop									1	1	2
										0.16	0.17	0.33
Activity 2: Policy brief	document									3	3	6
										0.49	0.49	0.98
Activity 3: Policy workshop	workshop					1				1	1	2
										0.16	0.17	0.33
Project management expenses including travel etc.		2.17	2.18	2.21	2.22	1.98	1.99	1.63	1.64	1.69	1.69	19.40
Overhead @10%		0.96	0.97	1.34	1.35	0.83	0.83	0.44	0.45	0.98	0.98	9.13
Total % of half yearly payment		8.03	13.16	17.83	11.65	11.04	7.11	5.06	4.55	12.03	9.54	100
Total % yearly payment		21.19		29.48		18.15		9.61		21.57		100

Summary of Deliverables vs. % of payment

Deliverables	Payment Schedule for Technical Advisory Support								Exit Strategy		% payment out of Total Contract price
	Yr-1		Yr-2		Yr-3		Yr-4		Yr-5		
	1	2	1	2	1	2	1	2	1	2	
Deliverable 1. Inception Report	10%	-	-	-	-	-	-	-	-	-	10%
A.1 Facilitating Transformation of Informal Dairy Sector											
Deliverable 2. Designing and developing detailed plans	0.79										0.79
Deliverable 3. Training course development for Dairy Value Chain Actors		1.65	1.25								2.90
Deliverable 4. Organizing Training of Trainers			0.43	0.43	0.79						1.65
Deliverable 5. Technical assistance for rolling out the TMC program in the field	0.10	0.11	0.49	0.5	0.56	0.53	0.57	0.38	0.1	0.09	3.43
A.2 Building capacity on laboratory technologies for milk safety and quality assurance under FSSA											
Deliverable 6. Developing protocol and quality assurance system under DDD for adherence to FSSA		1.19	0.25	0.24	0.24	0.21					2.13
Deliverable 7. Capacity building of Government officers on lab technology		0.67	0.44		0.36						1.47
Deliverable 8. Support for health risk assessment & risk communication in milk value chain under FSSA			3.53	1.54	0.87	0.35	0.29	0.29	2.88	2.88	12.63
A.3 Improving Productivity											
Deliverable 9. Mastitis and reproductive health management			0.63	0.50	0.91		0.26	0.27	1.50	0.66	4.73
B.1 Strengthening the Pork Value Chain											
Deliverable 10. Training courses on (i) pig management (ii) para veterinary services (pig bondhus) and (ii) pork retailing		1.38	1.05								2.43
Deliverable 11. Organizing training of trainers			0.39	0.39	0.48	0.39					1.65
Deliverable 12. Technical assistance for rolling out Training, Monitoring and Certification (TMC) program in the field		0.76	0.50	0.48	0.49	0.59	0.29	0.28	0.09	0.09	3.57
B.2 Building capacity in lab technologies for food safety and quality assurance to comply with FSSA											
Deliverable 13. Building capacity on laboratory technologies for pork safety and quality assurance to comply with FSSA	0.46	0.40	0.40								1.26
Deliverable 14. Developing laboratory protocol and quality assurance system under AHVD to comply with FSSA		0.98	0.17	0.23	0.23	0.17					1.78
Deliverable 15. Handholding for health risk assessment and risk communication in Pork Value Chain			3.13	2.00	0.68	0.30	0.47		3.67	2.00	12.25
B.3 Improve Productivity											
Deliverable 16. Mentoring Government Pig Breeding Farms & low cost pig housing for smallholders	0.12	1.23	0.44	0.27	0.14	0.25	0.13	0.20			2.78
C.1 Mapping dairy and pig clusters											
Deliverable 17. Mapping of dairy and pig clusters	2.08	2.08									3.05
Deliverable 18. Technical assistance for entrepreneurship and introducing new climate resilient feed technologies		0.69	0.55	0.80	0.55	0.80	0.35	0.34			4.08
Deliverable 19. Designing strategy for food safety communication and awareness building of consumers					1.3						1.3
Deliverable 20. Technical advisory services to Dairy and Animal Husbandry Departments for project planning and implementation	0.49	0.49	0.49	0.49	0.49	0.49	0.49	0.49	0.21	0.21	4.35
Deliverable 21. Facilitate coordination and collective action among project partners and beyond	0.14	0.21	0.14	0.21	0.14	0.21	0.14	0.21	0.10	0.11	1.61
Deliverable 22: Exist plan									0.81	0.83	1.64
Project management expenses including travel etc.	2.17	2.18	2.21	2.22	1.98	1.99	1.63	1.64	1.69	1.69	19.40
Overhead	0.960	0.97	1.34	1.35	0.83	0.83	0.44	0.45	0.98	0.98	9.13
Total % of yearly payment	8.03	13.16	17.83	11.65	11.04	7.11	5.06	4.55	12.03	9.54	100
Total % payment	21.19		29.48		18.15		9.61		21.57		100
Total yearly payments US\$	302,563		420,932		259,157		137,217		307,989		1,427,858

5. QUALIFICATIONS & EXPERIENCE OF ILRI TEAM MEMBERS:

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

Key Team Member's Designation	Qualification & Expertise Desired
1. Team Leader	PhD, About 25 years' experience in project designing, planning, managing, documenting, capacity strengthening, impact evaluation, policy support on veterinary epidemiology, food borne and zoonotic diseases and agriculture for nutrition and health.
2. Veterinary Epidemiologist	PhD, About 10 years' experience on designing, conducting and coordinating studies on food safety, zoonotic and reproductive diseases, particularly experienced in lab technologies and data management and analysis
3. Animal Nutritionist	PhD, more than 30 years of experience on feed and forages in Asia and Africa, spent more than a decade on feed and forage research in India
4. Livestock Production Specialist	MSc, more than 25 years of experience on innovating, coordinating and managing livestock development activities and policy facilitation in India
5. Development Economist	PhD, More than 15 years' experience in conducting research on smallholder competitiveness in market oriented livestock production system
6. Animal Geneticist	PhD, About 15 years' experience in designing, implementing and leading livestock development programme through genetic improvement
7. Capacity Building Expert	MBA, PhD, about 10 years' experience in designing, implementing and leading capacity building programme
8. Communication Specialist	MESPA, more than 13 years' experience on developing and implementing strategic communications plan, working on communications issues, methods and approaches, including dissemination strategies for multiple audiences
9. Animal Disease Specialist and Regional Representative for ILRI-South Asia	MVSc, PhD, About 35 years' experience on teaching and research on animal diseases, leading number of animal disease research department/ institutes in India and leading livestock sector research in the country as the DDG(AS), ICAR-New Delhi
10. Resident Consultant	MVSc, MBA, PGDRD, 17 years' experience on livestock based project designing, planning, implementation, coordination, documentation, policy advocacy, impact evaluation & capacity strengthening
Non-Key team Member's designation	Qualification & Experience Desired
Scientific Officer-I	Master in veterinary science with minimum two years' experience in the relevant field of the project
Scientific Officer- II	Master in dairy science/food science/microbiology/agricultural science/agricultural economics/other relevant disciplines with minimum two years' experience in relevant field of the project

b) Team Members, time input/period of engagement (Year 5 is for implementing Exit Strategy by ILRI: (please take average 22 days input per month)

Personnel	Name	Man-days					
Key Experts		Y1	Y2	Y3	Y4	Y5	Total
K.1 Team Leader	Delia Grace	22	47	37	7	29	142
K.2 Veterinary Epidemiologist	Johanna Lindahl	50	51	36	16	37	190
K.3 Animal Nutritionist	Michael Blummel		10	10			20
K.4 Livestock Production specialist	V Padmakumar	10	10	10	10	10	50

Resist.

Personnel	Name	Man-days					
K.5 Developmental Economist	Isabelle Baltenweck	10					10
K.6 Animal Geneticist	Karen Marshal	10	7				17
K.7 Capacity Building Expert	Iddo Dror	16	10				26
K.8 Communication Specialist	James Stapleton			12			12
K.9 Animal Disease Expert cum Regional Representative for ILRI-South Asia	Habibar Rahman	12	12	12	10	8	54
K.10 Resident Consultant	Ram Pratim Deka	143	154	155	108	91	651
Sub-total Key Experts		273	301	272	151	175	1172
Non Key Experts							
N1. Scientific Officer-I	Need to recruit	264	264	264	264	264	1320
N2. Scientific Officer-II	Need to recruit	264	264	264	264	264	1320
Sub-total Non- Key Experts		528	528	528	528	528	2640
Grand Total (Key & Non Key)		801	829	800	679	703	3812

c) Detailed Job Description of the Key & Non-key Staff:

#	Name and Functional Title	Area of Expertise	Name	Detailed Job description under the consultancy assignment
1	Team Leader	Food safety, Zoonosis and human nutrition	Delia Grace	Overall project planning and supervision, guidance to Resident Consultant on project management, consultation with the donor/ client, contribute in drafting training manuals, designing TMC programme, imparting training, policy support & guidance on overall project management
2	Scientist	Food safety, Zoonosis & reproductive diseases	Johanna Lindahl	Designing training for laboratory staff, drafting lab protocol, delivering training on lab technology, guiding field study & lab work, mastitis management, data analysis and drafting report
3	Flagship Leader, Feed & Forages	Animal nutrition	Michael Blummel	increasing livestock productivity through feed interventions while reducing negative environmental foot print of livestock
4	Regional Coordinator (Asia), livestock Innovation Lab	Animal nutrition & policy support	V Padmakumar	Identification & demonstration of new feed technologies, guiding on entrepreneurship and policy support
5	Dy-Program Leader, Policies, Institutions & Livelihood Programme	Development economics	Isabelle Baltenweck	Contribute in mapping the dairy and pig value chains
6	Senior Scientist	Animal genetics & breeding	Karen Marshall	Contribute in generating evidence for framing pig breeding policy and mentoring pig breeding farms
7	Head Capacity Development	Capacity strengthening	Iddo Dror	Contribute in designing training, monitoring & certification programme & guide in drafting training manuals
8	Head, Publishing & Curation	Documentation & communication	James Stapleton	Guide on drafting communication products for advertisement
9	Regional Representative,	Animal diseases	Habibar Rahman	Guide on recruitment of ILRI's project staff, procurement of goods,

#	Name and Functional Title	Area of Expertise	Name	Detailed Job description under the consultancy assignment
	South Asia			financial management and activities related to animal diseases
10	Resident Consultant and Scientist	Project planning & management, livestock development & food safety	RamPratim Deka	Overall project planning, coordination, networking, management, capacity strengthening, documentation and contribute in implementation of all project activities
Non-key staff				
1	Scientific Officer-I	Veterinary science	Needs to recruit	Support the scientists on designing and implementing technical programme pigs and dairy animals
2	Scientific Officer-II	Dairy science/food safety/capacity strengthening,	Needs to recruit	Support the scientists on food safety, milk/pork processing, value addition, capacity strengthening, documentation, policy support etc.

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:**

- 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 Animal Husbandry & Veterinary and the Directorate of Dairy Development, Govt. of Assam.
- Liaising and co-ordination with the Directorate of Animal Husbandry & Veterinary and the Directorate of Dairy Development, Govt. of Assam and other stakeholders will be ensured.
- 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.
- While the role of ILRI shall be in terms of technical advisory support to the implementing partners in achieving the targets of Pork and Informal Dairy Value Chain, the Directorate of Animal Husbandry & Veterinary and the Directorate of Dairy Development, Govt. of Assam shall be the main project implementation agency for the value chain.

8. **REVIEW MECHANISM AND REVIEW COMMITTEE**

- 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 of the concerned district and wherein representative from the respective District AH & Veterinary Office and District Office of the Dairy Development, as applicable would remain present.
- 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 AH & Veterinary (GoA) ; Director of Dairy Development (GoA), Managing Director, ALPCo and PD, ATMA, 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 of Expert	Position in assignment	Deliverables																								
				D1	D2	D3	D4	D5	D6	D7	D8	D9	D10	D11	D12	D13	D14	D15	D16	D17	D18	D19	D20	D21	D22	Total	
KEY EXPERTS																											
K-1	Delia Grace	Team Leader	Home		1	7	4	10			12	10	5	5	8			10					5		4	81	
			Field		2	5	6	5			6	5	5	5	7			8					3		4	61	
K-2	Johanna Lindahl	Veterinary Epidemiologist	Home						14	8	19	15				5	10	20		7						98	
			Field						10	10	20	12					10	10	17		3						92
K-3	Michael Blummel	Animal Nutritionist	Home																		10					10	
			Field																		10					10	
K-4	V Padmakumar	Animal Production Specialist	Home																		40			10	50		
			Field																								
K-5	Isabelle Baltenweck	Development Economist	Home																	5						5	
			Field																	5						5	
K-6	Karen Marshal	Animal Geneticist	Home															7								7	
			Field																10							10	
K-7	Iddo Dror	Capacity Development Specialist	Home		2	6							6													14	
			Field		2	5							5													12	
K-8	James Stapleton	Communication Specialist	Home																			4				4	
			Field																			8				8	
K-9	Habibar Rahman	Animal Disease Specialist cum Regional Representative, S. Asia	Home		2	3	2	3	2	2	3	3	3	2	3	2	3	3	2	3	3	3	2	2	3	54	
			Field																								
K-10	Ram Pratim Deka	Resident Consultant	Home		6	20	22	53	20	15	48	34	14	22	59	13	20	42	32	12	48	8	108	37	18	651	
			Field																								
	Subtotal				15	45	34	76	54	36	108	73	37	35	77	30	42	100	48	35	109	23	28	39	39	1172	
NON-KEY EXPERTS																											
N-1	TBR	Scientific Officer-I	Home		20	90	40	50	100	50	50	75	80	50	75	50	60	90	60	60	90	60	50	60	60	1320	
			Field																								
N-2	TBR	Scientific Officer-II	Home		20	90	40	50	100	50	50	75	80	50	75	50	60	90	60	60	90	60	50	60	60	1320	
			Field																								
	Subtotal				40	180	80	100	200	100	100	150	160	100	150	100	120	180	120	120	180	120	100	120	120	2640	
	Total				60	225	114	176	254	136	208	88	53	135	227	130	180	280	168	155	289	143	128	159	159	3812	

Note:

- Days are counted from the start of the assignment/mobilization. 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.
- Note: CVs are attached separately as per the format given below. For the experts under TBR, their CVs shall be submitted immediately after recruitment. For the purpose of technical evaluation of CVs of SI, K-1 to K-10 have been considered. ILRI shall indicate the essential qualification and experience for the positions under TBR, if any.

(4) CURRICULUM VITAE (CV) OF KEY EXPERT

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}; (Age: years, as on)
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Trainings:

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbbb, deputy secretary]		

Membership in Professional Associations and Publications: _____
Language Skills (indicate only languages in which you can work): _____
Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks in which the Expert will be involved}	

Expert's contact information: (e-mail, phone.....)

Certification:
I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

		{day/month/year}
Name of Expert	Signature	Date
		{day/month/year}

Name of authorized	Signature
Date	
Representative of the Consultant	
(the same who signs the Proposal)	

CVs are attached separately as per the format given below





Appendix C – Breakdown of Contract Price

Financial Proposal Submission Form

Nairobi, 12th December, 2017

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 Assistance for the Livestock (Dairy & Piggery) Sub-Component of the World Bank Financed APART" in accordance with your Request and our Technical Proposal.

Our attached Financial Proposal is for the amount of US \$ 1,427,858. (in words US Dollar One million four hundred twenty seven thousand eight hundred and fifty eight only.) excluding all taxes. The estimated amount of local indirect taxes is INR 16,705,939 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,

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
- Yours sincerely,

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

Full name: Dr. Jimmy Smith
Title: Director General
Name of Consultant: International Livestock Research Institute
Capacity: Head of the institute
Address: P.O Box 30709-00100, Uthiru, Old Naivasha Road, Nairobi, Kenya
Phone/fax: 254-20 422 3001
Email: J.Smith@cgiar.org

Patron: Professor Peter C Doherty AC, FAA, FRS
Animal scientist, Nobel Prize Laureate for Physiology or Medicine-1996

Box 30709, Nairobi 00100 Kenya
Phone +254 20 422 3000
Fax +254 20 422 3003
Email ILRI-Kenya@cgiar.org

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better lives through livestock
ILRI is a CGIAR research centre

Box 5689, Addis Ababa, Ethiopia
Phone +251 11 617 2000
Fax +251 11 667 6923
Email ILRI-Ethiopia@cgiar.org

ILRI has offices in East Africa • South Asia • Southeast and East Asia • Southern Africa • West Africa

(1) Summary of Costs

Item	Contract ceiling Amount (Part-1) to be paid in the currency of US Dollar	Contract ceiling Amount (Part-2) to be paid in the currency of Indian Rupees
Cost of the Financial Proposal Including:		
(A) Remuneration	349,605.55	3,09,41,399
(B) Reimbursables	186,372.00	2,70,30,830
Total Cost of the Financial Proposal:	535,977.55	5,79,72,229
Indirect Local Tax Estimates :		
(i) GST (Goods & Services Tax) @ 18%	Indian Rupees 1,67,05,939	
(ii) {e.g., income tax on non-resident experts}		
(iii) {insert type of tax}		
Total Estimate for Indirect Local Tax:		

Note: Payments will be made in the currency expressed above

Contract amount , USD part = US\$ 535,977.55

Contract amount , Indian Rupee part, converted to USD (@ 1USD=Rs65)= US\$ 891,880.45

Grand Total Price in USD = US\$ 1,427,858.00

The Grand Total Contract in Indian Rupees (@ 1USD=Rs65) = Rs 9,28,10,770.00

GST @18% on Rs9,28,10,770.00 = Rs 1,67,05,939.00

(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			Time Input	Total in US \$	
				Currency	Amount	Man-Days	Currency	Amount
Key Experts								
K-1	Delia Grace	Team Leader	[Home]	USD	971.43	81	USD	78685.83
			[Field]	USD	971.43	61	USD	59257.23
K-2	Johanna Lindahl	Veterinary Epidemiologist	[Home]	USD	555.4	98	USD	54429.2
			[Field]	USD	555.4	92	USD	51097
K-3	Michael Blummet	Animal Nutritionist	[Home]	USD	817.85	10	USD	8178.5
			[Field]	USD	817.85	10	USD	8178.5
K-4	V Padmakumar	Livestock Production specialist	[Home]	INR	25000	50	INR	1250000
			[Field]					
K-5	Isabelle Baltenweck	Development Economist	[Home]	USD	1148.17	5	USD	5740.85
			[Field]	USD	1148.17	5	USD	5740.85
K-6	Karen Marshal	Animal Geneticist	[Home]	USD	732.81	7	USD	5129.67
			[Field]	USD	732.81	10	USD	7328.1
K-7	Iddo Dror	Capacity Development Specialist	[Home]	USD	835.72	14	USD	11700.08
			[Field]	USD	835.72	12	USD	10028.64
K-8	James Stapleton	Communication Specialist	Home	USD	707.95	4	USD	2831.8
			Field	USD	707.95	8	USD	5663.6
K-9	Habibar Rahman	Disease Specialist& Regional Head	Home	USD	659.55	54	USD	35615.7
			Field	USD	659.55			
K-10	Ram Pratim Dekka	Resident Consultant	[Home]	INR	32709	651	INR	21293559
			[Field]					
NON-KEY EXPERTS								
N-1	Will be recruited	Scientific Officer-I	[Home]	INR	3181	1320	INR	4198920
			[Field]					
N-2	Will be recruited	Scientific Officer-II	Home	INR	3181	1320	INR	4198920
			Field					
Subtotal (A)							USD	349605.55
Subtotal							INR	30941399
Subtotal INR converted to USD (@ 1USD=Rs.65) (B)							USD	476021.52
Total (A+B)							USD	825,627.07

(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:**

Type of Reimbursable Expenses	Unit	Unit Cost		Quantity	Amount	
		Currency	Amount		Currency	Amount
Per diem of international staff	Day	USD	40.00	198	USD	7920
Stay for international staff	Day	USD	84.077	198	USD	16647
International flights: round trip-international(including airport transfer)	Ticket	USD	1230.77	26	USD	32000
Domestic flights: Round trip-domestic (including air fare, per diem, stay & airport transfer)	Trip	INR	51328	18	INR	923904
Car hiring	Days	INR	2800	177	INR	495600
Documentation	Report	INR	LS	44	INR	2590000
Enumerators honorarium			LS		INR	4865000
Field visits			LS		INR	5358326
Travel, food and stay for scientific officers field trips of scientific officers	Day	INR	4000	390	INR	1560000
Studies cost			LS		INR	2488000
Lab consumables	Study	INR	2000000	4	INR	8000000
Office stationery & communication	Month	INR	10000	60	INR	600000
Partners Coordination	Meeting	INR	15000	10	INR	150000
Overheads			10%		USD	129805
{ e.g., reproduction of reports}						
Sub total USD (A)					USD	186372
Sub total INR					INR	27030830
Subtotal INR converted to USD (@ 1USD=-Rs.65) (B)						415859
Grand Total (A+B)					USD	602231

Rahman
(Dr. H. Rahman)
[Name of Consultant]

International Livestock Research Institute (ILRI)

Signature of Authorized Representative

Date

Name: Dr. Jimmy Smith

Title: Director General

[Handwritten signature]

(4) Consultant's Representations Regarding Costs and Charges

Consultant's Representations Regarding Costs and Charges

Consultant: International Livestock Research Institute (ILRI)

Country: India

Name of Assignment: Technical Assistance for the Livestock (Dairy & Piggery) Sub-component of the World Bank Financed APART

Date: 11/12/2017

We hereby confirm that:

- the basic fees indicated in the attached table are taken from the organization'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;
- attached is a signed statement from the authorised representative showing the actual per day remuneration paid to the experts 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;
- 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
- said factors for overhead do not include any bonuses or other means of profit-sharing.

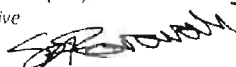
International Livestock Research Institute (ILRI)

Signature of Authorized Representative

Date: 11/12/2017

Name: Dr. Jimmy Smith

Title: Director General



Patron: Professor Peter C Doherty AC, FAA, FRS
 Animal scientist, Nobel Prize Laureate for Physiology or Medicine-1996

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**International Livestock Research Institute
Appendix E - Cover Letter for Proposal submitted by the Consultant**

Nairobi, 12th December, 2017

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: spl@arias.in

Dear Sirs,

We, the undersigned, offer to provide the consulting services for **Technical Assistance for the Livestock (Dairy & Piggery) Sub-Component of the World Bank Financed APART** in accordance with your Request and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal.

We hereby declare that:

- 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.
- Our Proposal shall be valid and remain binding upon us during the term of the contract.
- We have no conflict of interest in accordance with ITC 3 of the RFP Document.
- We meet the eligibility requirements as stated in ITC 6 of the RFP 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.
- 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 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.
- We undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
- 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.
- 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,

Patron: Professor Peter C. Doherty AC, FRS, FRCGS
Animal scientist, Nobel Prize Laureate for Physiology or Medicine-1996

Box 30709, Nairobi 00100 Kenya
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Email ILRI-Ethiopia@cgiar.org

ILRI has offices in East Africa • South Asia • Southeast and East Asia • Southern Africa • West Africa

Yours sincerely,



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

Full name: Dr. Jimmy Smith
Title: Director General
Name of Consultant: International Livestock Research Institute (ILRI)
Capacity: Head of the institute
Address: P.O Box 30709-00100, Uthiru, Old Naivasha Road, Nairobi, Kenya
Phone/fax: +254-20 422 3001
Email: J.Smith@cgiar.org

Annex: Technical Proposal from ILRI

**TECHNICAL PROPOSAL SUBMITTED BY THE
CONSULTANT (ILRI)**
(Attached Separately)

