



ARIAS SOCIETY

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

Project Management Unit (PMU) of the World Bank financed

Assam Citizen-Centric Service Delivery Project (ACCSDP)

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

Tel: +91 361-2332125; Fax: +91 361-2332564; email: spd@arias.in, Website: www.arias.in

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

Project:

Assam Citizen-Centric Service Delivery Project (ACCSDP)

(Project ID - P150308, IBRD Loan No. 8754-IN)

(Procurement Plan Reference No.: IN-ARIAS-9362-CS-CQS)

CONTRACT No.: ARIAS/ACCSDP/112/2018/....

Between

**Assam Rural Infrastructure and Agricultural Services
Society (ARIAS Society)**

Project Management Unit, Agriculture Complex, Khanapara, G.S. Road,
Guwahati-781022 (Assam, India); email: spd@arias.in

And

**North Eastern Development Finance Corporation
Limited (NEDFi),**

NEDFi House, G.S. Road, Dispur, Guwahati- 781006,

**“Hiring an Independent Verification Agency (IVA) for
verification of the achievements of Disbursement Linked
Indicators (DLIs)”**

Country: India

Date of Signing: 24th September'2018








24/09/18
State Project Director
ARIAS Society

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I. Form of Contract

LUMP-SUM

This CONTRACT (hereinafter called the "Contract") is made on the 24th day of the month of **September, 2018** between, on the one hand, **Assam Rural Infrastructure and Agricultural Services Society (ARIAS Society), Project Coordination Unit, Agriculture Complex, Khanapara, G.S. Road, Guwahati-781022 (Assam, India)** (hereinafter called the "Client") and, on the other hand, **North Eastern Development Finance Corporation Limited (NEDFI), NEDFi House, G.S. Road, Dispur, Guwahati- 781006; Email: advisory@nedfi.com ;** (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)

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.

Authorized Representative for and on behalf of
Consultants: Signature:

(Manoj Kumar Das)
Deputy General Manager, North Eastern
Development Finance Corporation Limited
(NEDFI), Dispur, G.S. Road, Guwahati; Email:
advisory@nedfi.com; mkgdas@nedfi.com;

Witness -1:

Authorized Representative for and on behalf of
Client: Signature:

(Vinod Seshan, IAS)
State Project Director,
Assam Rural Infrastructure and Agricultural
Services (ARIAS) Society, Agriculture Complex,
Khanapara, G.S. Road, Guwahati; Email: spd@arias.in

Witness -2:

(Sheshank Shelchou Rai)
NEDFI

(FAKHARUDDIN AHMED)
Sr. Advisor, ACCSDP

II. General Conditions of Contract

A. GENERAL PROVISIONS

<p>1. Definitions</p>	<p>1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>(a) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time.</p> <p>(b) "Applicable Regulations" means Procurement Regulations for IPF Borrowers of date specified in Special Conditions of Contract (SCC).</p> <p>(c) "Bank" means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).</p> <p>(d) "Borrower" means the Government, Government agency or other entity that signs the financing agreement with the Bank.</p> <p>(e) "Client" means the implementing agency that signs the Contract for the Services with the Selected Consultant.</p> <p>(f) "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.</p> <p>(g) "Contract" means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).</p> <p>(h) "Day" means a working day unless indicated otherwise.</p> <p>(i) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.</p> <p>(j) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.</p> <p>(k) "Foreign Currency" means any currency other than the currency of the Client's country.</p> <p>(l) "GCC" means these General Conditions of Contract.</p> <p>(m) "Government" means the government of the Client's country.</p> <p>(n) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.</p> <p>(o) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.</p> <p>(p) "Local Currency" means the currency of the Client's country.</p> <p>(q) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.</p> <p>(r) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.</p> <p>"Procurement Regulations" means the World Bank's Procurement Regulations for IPF Borrowers,</p> <p>(s) "SCC" means the Special Conditions of Contract by which the GCC may be</p>
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	<p>amended or supplemented but not over-written.</p> <p>(u) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.</p> <p>(v) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.</p> <p>(w) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.</p>
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	<p>6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.</p> <p>6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.</p>
7. Location	7.1. The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
8. Authority of Member in Charge	8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
9. Authorized Representatives	9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.
10. Fraud and Corruption	10.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Attachment 1 to the GCC.
a. Commissions and Fees	10.2 The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.
B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT	
11. Effectiveness of Contract	11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

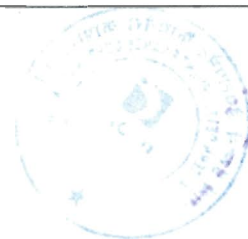


12. Termination of Contract for Failure to Become Effective	12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC , either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
13. Commencement of Services	13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC .
14. Expiration of Contract	14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC .
15. Entire Agreement	15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
16. Modifications or Variations	16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party. 16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.
17. Force Majeure	
a. Definition	17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies. 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder. 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
b. No Breach of 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



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ARIAS Society*

	<p>such Party was unable to perform such action as a result of Force Majeure.</p> <p>17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:</p> <ul style="list-style-type: none"> (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. <p>17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.</p>
18. Suspension	<p>18.1. The Client may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.</p>
19. Termination	<p>19.1. This Contract may be terminated by either Party as per provisions set up below:</p>
a. By the Client	<p>19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):</p> <ul style="list-style-type: none"> (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. <p>19.1.2. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.</p>
b. By the Consultant	<p>19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.</p>



Handwritten signature
**State Project Director
ARIAS Society**

	<p>(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.</p> <p>(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.</p> <p>(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.</p>
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: <p>(a) payment for Services satisfactorily performed prior to the effective date of termination; and</p> <p>(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.</p>
G. OBLIGATIONS OF THE CONSULTANT	
20. General	
a. Standard of Performance	<p>20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.</p> <p>20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.</p> <p>20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.</p>



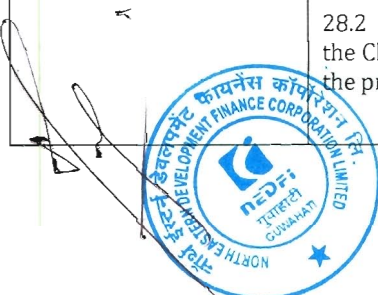
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<p>b. Law Applicable to Services</p>	<p>20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.</p> <p>20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when</p> <p>(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or</p> <p>(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.</p> <p>20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.</p>
<p>21. Conflict of Interest</p>	<p>21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</p>
<p>a. Consultant Not to Benefit from Commissions, Discounts, etc.</p>	<p>21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.</p> <p>21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.</p>
<p>b. Consultant and Affiliates Not to Engage in Certain Activities</p>	<p>21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.</p>
<p>c. Prohibition of Conflicting Activities</p>	<p>21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.</p>
<p>d. Strict Duty to Disclose Conflicting Activities</p>	<p>21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.</p>
<p>22. Confidentiality</p>	<p>22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.</p>
<p>23. Liability of the Consultant</p>	<p>23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law.</p>



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<p>24. Insurance to be taken out by the Consultant</p>	<p>24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.</p>
<p>25. Accounting, Inspection and Auditing</p>	<p>25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.</p> <p>25.2 Pursuant to paragraph 2.2 e. of Appendix to the General Conditions the Consultant shall permit and shall cause its subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 10.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).</p>
<p>26. Reporting Obligations</p>	<p>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.</p>
<p>27. Proprietary Rights of the Client in Reports and Records</p>	<p>27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.</p> <p>27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.</p>
<p>28. Equipment, Vehicles and Materials</p>	<p>28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.</p> <p>28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.</p>



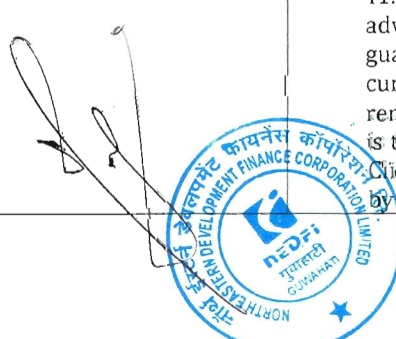
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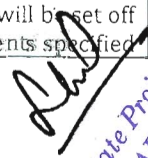
D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS	
29. Description of Key Experts	29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in Appendix B .
30. Replacement of Key Experts	30.1 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 .



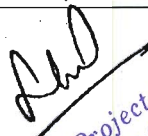
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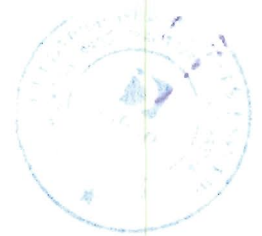
33. Access to Project Site	33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.
34. Change in the Applicable Law Related to Taxes and Duties	34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1
35. Services, Facilities and Property of the Client	35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A .
36. Counterpart Personnel	36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix A . 36.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
37. Payment Obligation	37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in Appendix A and in such manner as is provided by GCC F below.
F. PAYMENTS TO THE CONSULTANT	
38. Contract Price	38.1 The Contract price is fixed and is set forth in the SCC . The Contract price breakdown is provided in Appendix C . 38.2 Any change to the Contract price specified in Clause GCC 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in Appendix A .
39. Taxes and Duties	39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC . 39.2 As an exception to the above and as stated in the SCC , all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.
40. Currency of Payment	40.1 Any payment under this Contract shall be made in the currency (ies) of the Contract.
41. Mode of Billing and Payment	41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1. 41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in Appendix A . The payments will be made according to the payment schedule stated in the SCC . 41.2.1 <u>Advance payment:</u> 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




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	<p>in the SCC until said advance payments have been fully set off.</p> <p>41.2.2 <i>The Lump-Sum Installment Payments.</i> The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p> <p>41.2.3 <i>The Final Payment.</i> The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.</p> <p>41.2.4 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.</p>
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.


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**II. General Conditions
Attachment 1
Fraud and Corruption**

(Text in this Appendix shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

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



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- 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.

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

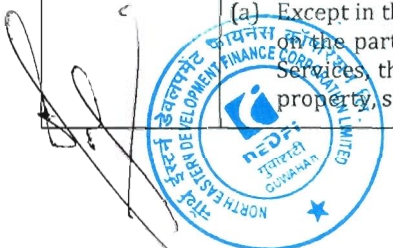
- ² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings 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.




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III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1 (a)	The Contract shall be construed in accordance with the laws of the Republic of India
1.1(b)	The date of the "Applicable Regulations" is: 1 st July 2016
4.1	The language is: English.
6.1 and 6.2	<p>The addresses are:</p> <p>Client: Assam Rural Infrastructure and Agriculture Services (ARIAS) Society Attention: State Project Director, ARIAS Society Address: ARIAS Society, Project Coordination Unit, Agriculture Complex, Khanapara, G.S. Road, Guwahati-781022 (Assam, India); Tel: 0361-2332125; Tele-Fax: 0361-2332564; Email: spd@arias.in</p> <p>Consultant : North Eastern Development Finance Corporation Limited (NEDFI), NEDFi House, G.S. Road, Dispur, Guwahati- 781006; Attention : Manoj Kumar Das, Deputy General Manager, NEDFI Telephone: +91 361- 2222200 Fax : +91 361- 2237733/34 E-mail : advisory@nedfi.com , mkdas@nedfi.com</p>
8.1	"N/A";
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: The State Project Director, ARIAS Society For the Consultant: Manoj Kumar Das, Deputy General Manager, NEDFi</p>
11.1	"N/A"
12.1	Termination of Contract for Failure to become Effective: The time period shall be 30 (thirty) calendar days from the the date of signing of the Contract.
13.1	<p>Commencement of Services: The number of days shall be 10 (ten) calendar days.</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	Expiration of Contract: The time period shall be for an initial Contract Period for 36 months (from the date of signing) , renewable upto additional 24 more months on 12 month basis, based on the satisfactory performance of the consultant in the first 36 months. However, the assignment will be initially for a Period for 36 months from the date signing, with engagement for a period of 6 months, comprising 3 months twice, in a period of 12 months. The terms of employment shall be "on call" basis (Please Refer to ToR)
21 b.	The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3: Yes
23.1	<p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>(a) Except in the case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p>



*State Project Director
ARIAS Society*

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the applicable law in the Client's country.</p> <p><i>[Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client and discussed with the Bank prior to accepting any changes to what was included in the issued RFP. In this regard, the Parties should be aware of the Bank's policy on this matter which is as follows:</i></p> <p><i>To be acceptable to the Bank, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Bank. Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or wilful misconduct.</i></p> <p><i>The Bank does not accept a provision to the effect that the Client shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the law applicable in the Client's country.]</i></p>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of Rs.60,70,500/-</p> <p>(b) 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 India, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate;</p>
27.1	No exceptions to proprietary rights provision
27.2	The Consultant shall not use any documents, software or project related information for purposes unrelated to this Contract without the prior written approval of the Client.
32.1 (f)	<i>As stated in the TOR</i>
38.1	<p>The Contract price is: Rs.60,70,500/- (Indian Rupees sixty lakh seventy thousand and five hundred only) [exclusive of local indirect taxes (i.e. GST).</p> <p>Any indirect local taxes (i.e. GST) chargeable in respect of this Contract for the Services provided by the Consultant shall be dealt with as per applicable laws of the Government.</p> <p>The amount of such taxes (GST @ 18%) is Rs.10,92,690/- (Rupees ten lakh ninety two thousand six hundred & ninety only)</p> <p>At source deductions, however, shall be made as applicable as per Statutory laws of India.</p>
39.1 and 39.2	<p>The consultants, sub-consultants and the Personnel shall pay the taxes, taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in this regard to the deduction of such taxes as may be lawfully imposed.</p> <p>The client warrants that for Domestic consultancy firms, the Consultancy services taxes (i.e. GST or its successor tax) paid in India in respect of this contract will be reimbursed on production of documentary evidence of payment.</p>



Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract																																				
41.2	<p>The payment schedule: (Payment of installments shall be linked to the deliverables specified in the Terms of Reference) under Consultants' Outputs and Schedules (para 11).</p> <table border="1"> <thead> <tr> <th>#</th> <th>Output</th> <th>Schedule for completion from the date of signing of Agreement</th> <th>% of Payment out of the total contract price of Rs.60,70,500 (excluding GST)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>• An Inception Report</td> <td>Within 6 weeks</td> <td>10% i.e. Rs.6,07,050/-</td> </tr> <tr> <td>2</td> <td>• Verification Plan (VP) and • Draft Verification Report (DVR) & • Final Verification Report (FVR)</td> <td>Periodically as would be advised by ARIAS Society *</td> <td>70% i.e. Rs. 42,49,350/- (as per following Breakup)</td> </tr> <tr> <td></td> <td></td> <td></td> <td> <table border="1"> <thead> <tr> <th>Verification</th> <th>Payment**</th> </tr> </thead> <tbody> <tr> <td>V-1</td> <td>10%, i.e. Rs.6,07,050/-</td> </tr> <tr> <td>V-2</td> <td>12%, i.e. Rs.7,28,460/-</td> </tr> <tr> <td>V-3</td> <td>12%, i.e. Rs.7,28,460/-</td> </tr> <tr> <td>V-4</td> <td>12%, i.e. Rs.7,28,460/-</td> </tr> <tr> <td>V-5</td> <td>12%, i.e. Rs.7,28,460/-</td> </tr> <tr> <td>V-6</td> <td>12%, i.e. Rs.7,28,460/-</td> </tr> <tr> <td>Sub-total</td> <td>70% i.e. Rs.42,49,350/-</td> </tr> </tbody> </table> </td> </tr> <tr> <td>3</td> <td>• Assignment Completion Report</td> <td>Within 2 weeks of closure of the assignment</td> <td>20% i.e. Rs.12,14,100/-</td> </tr> </tbody> </table> <p><i>*Note: The assignment will be initially for a Period for 36 months from the date signing, with engagement for a period of 6 months, comprising 3 months twice, in a period of 12 months.</i></p> <p>[Total sum of all installments shall not exceed the Contract price set up in SCC38.1.]</p>	#	Output	Schedule for completion from the date of signing of Agreement	% of Payment out of the total contract price of Rs.60,70,500 (excluding GST)	1	• An Inception Report	Within 6 weeks	10% i.e. Rs.6,07,050/-	2	• Verification Plan (VP) and • Draft Verification Report (DVR) & • Final Verification Report (FVR)	Periodically as would be advised by ARIAS Society *	70% i.e. Rs. 42,49,350/- (as per following Breakup)				<table border="1"> <thead> <tr> <th>Verification</th> <th>Payment**</th> </tr> </thead> <tbody> <tr> <td>V-1</td> <td>10%, i.e. Rs.6,07,050/-</td> </tr> <tr> <td>V-2</td> <td>12%, i.e. Rs.7,28,460/-</td> </tr> <tr> <td>V-3</td> <td>12%, i.e. Rs.7,28,460/-</td> </tr> <tr> <td>V-4</td> <td>12%, i.e. Rs.7,28,460/-</td> </tr> <tr> <td>V-5</td> <td>12%, i.e. Rs.7,28,460/-</td> </tr> <tr> <td>V-6</td> <td>12%, i.e. Rs.7,28,460/-</td> </tr> <tr> <td>Sub-total</td> <td>70% i.e. Rs.42,49,350/-</td> </tr> </tbody> </table>	Verification	Payment**	V-1	10%, i.e. Rs.6,07,050/-	V-2	12%, i.e. Rs.7,28,460/-	V-3	12%, i.e. Rs.7,28,460/-	V-4	12%, i.e. Rs.7,28,460/-	V-5	12%, i.e. Rs.7,28,460/-	V-6	12%, i.e. Rs.7,28,460/-	Sub-total	70% i.e. Rs.42,49,350/-	3	• Assignment Completion Report	Within 2 weeks of closure of the assignment	20% i.e. Rs.12,14,100/-
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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 Indian Council of Arbitration for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, The Indian Council of Arbitration 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, The Indian Council of Arbitration.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to The Indian Council of Arbitration, New Delhi 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><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</p>																																				



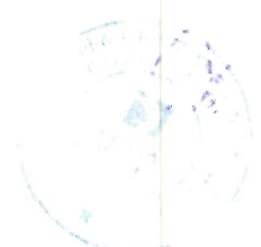
State Project Director
ARIAS Society

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract, for contracts with Foreign Consultant . For contract with an Indian firm, the arbitration shall be in accordance with Arbitration and Conciliation Act, 1996 of the Government of India, as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant ; or (b) the country in which the Consultant's principal place of business is located; or (c) the country of nationality of a majority of the Consultant's shareholders; or (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract</p>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>(a) Proceedings shall, unless otherwise agreed by the Parties, be held in Guwahati, Assam, India.</p> <p>(b) 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

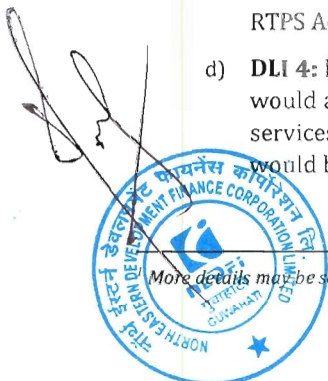
APPENDIX A – TERMS OF REFERENCE

for the Consulting Service relating to the Independent Verification Agency (IVA) under the World Bank financed ACCSDP for verification of the achievements of the Disbursement Linked Indicators (DLIs)

(A) BACKGROUND:

1. The Government of Assam (GoA) through Government of India (GoI) has received a loan from the World Bank for implementation of the Assam Citizen-Centric Service Delivery Project (ACCSDP). The Assam Rural Infrastructure and Agricultural Services (ARIAS) Society has been assigned by the GoA as the implementing and coordinating agency for the project. The Project Development Objective is to improve access in the delivery of select public services in Assam, under the Right to Public Services Act 2012 (RTPS).
2. The Project is an Investment Project Financing (IPF) of US\$ 39.2 million with a Technical Assistance and Results-based financing components from the World Bank (IBRD)¹. The Project adopts an integrated approach to improve access and accountability, addressing both the supply-side and demand-side aspects of service delivery. Project interventions will (i) strengthen RTPS implementation; (ii) support process re-engineering in targeted services; (iii) develop Public Facilitation Centers to deliver services electronically at the block and circle levels; and (iv) promote citizen engagement. The selection of services targeted in this Project is based on government priorities, citizen consultations in underserved areas and services of importance to disadvantaged communities.
3. The Project consists of two components. **Component One: Technical Assistance** (US\$ 31.7 million) will finance activities designed to strengthen RTPS implementation; support process reforms/e-enablement in targeted services; establish Public Facilitation Centres; and create citizen feedback mechanisms. Both components will disburse against eligible expenditures upon submission of IFRs. Additionally, **Component Two: Results-based Financing** (US\$ 7.5 million) provides incentives for achieving results with respect to improving the access and accountability of RTPS services, will disburse upon achievement of Disbursement Linked Indicators (DLIs) associated with agreed eligible expenditure programs (EEPs).
4. A result-based financing approach will be used to provide incentives for achieving key results. It will disburse upon achievement of key results as measured by the Disbursement Linked Indicators (DLIs). **Four DLIs** have been selected for providing - (a) incentives to expand the coverage of RTPS to tribal districts; (b) increase the number of services notified under the law; (c) promote the setting-up of Public Facilitation Centers; and (d) encourage the use of RTPS services by an increasing number of citizens.
 - a) **DLI 1: Increase in the volume of applications submitted on-line for RTPS services.** The Project will incentivize citizens' increased access to services under RTPS given that citizens are mostly unaware of the Act and how to access services under its provisions; and number of citizens accessing RTPS services increase substantially from the present meager users.
 - b) **DLI 2: Public Facilitation Centers (PFCs) fully operational.** The fully equipped and adequately staffed centers would be required to function at least six hours on all working days to receive RTPS service requests and be able to electronically deliver the targeted set of RTPS services.
 - c) **DLI 3: Access to RTPS Services expanded to Targeted districts.** The RTPS Act has not been implemented in the six Autonomous districts and formal endorsements of the Autonomous Councils would be required before an Act of the State Legislature is enforced within the jurisdiction. The Government of Assam has initiated dialogue with the Autonomous Councils to extend the coverage of RTPS Act to all these six Autonomous districts.
 - d) **DLI 4: Increased number of services notified under RTPS Act.** The result-based financing approach would also incentivize expansion of the number of services from the present 55 services to at least 80 services over the next five years. Some key services such as the issuance of ST and income certificates would be notified as RTPS services over time.

More details may be seen at url- <http://documents.worldbank.org/curated/en/151391503585044320/pdf/INDIA-ASSAM-PAD-05092017.pdf>



State Project Director
ARIAS Society

Disbursement-Linked Indicator Matrix ²							
DLI	Amount of the Loan Allocated to DLI (US\$000)	Year 0 Baseline (2016-17)	Indicative DLI Period for DLI achievement				
			Year 1 (2017-18)	Year 2 (2018-19)	Year 3 (2019-20)	Year 4 (2020-21)	Year 5 (2021-22)
DLI 1: Number of applications submitted on-line for RTPS services		350,000	Customized RTPS awareness campaigns conducted across state.	437,500	612,500	796,250	1,035,125
<i>DLI Value (in US\$):</i>	<i>2,500</i>		<i>500</i>	<i>500</i>	<i>500</i>	<i>500</i>	<i>500</i>
DLI 2: Public Facilitation Centers fully operational. ³		30 fully operational PPCs identified.		Additional 70 PFCs fully operational over Year 0 (i.e. total 100 centers).	Additional 120 PFCs fully operational over Year 2 (i.e. total 220 centers).	Additional 120 PFCs fully operational over Year 3 (i.e. total 340 centers).	Additional 88 PFCs fully operational over Year 4 (i.e. total 428 centers).
<i>DLI Value (in US\$):</i>	<i>1,000</i>			<i>250</i>	<i>250</i>	<i>250</i>	<i>250</i>
DLI 3: Access to RTPS Services expanded to Targeted.		Coverage of RTPS Act is not extended to the Autonomous Councils (ACs).	Preparation and adoption of Tribal Action Plans and notification of 5 new RTPS Services by at least two ACs (i.e. total 10 new services)	Notification of 10 new RTPS Services by at least two ACs over Year 1 (i.e. total 30 services)	Notification of 10 new RTPS Services least two ACs over Year 2 (i.e. total 50 services)	Notification of 10 new RTPS Services by at least two ACs over Year 3 (i.e. total 70 services)	Notification of 10 new RTPS Services by at least two ACs over Year 4 (i.e. total 90 services)
<i>DLI Value (in US\$):</i>	<i>2,500</i>		<i>1,100</i>	<i>350</i>	<i>350</i>	<i>350</i>	<i>350</i>
DLI 4: Number of services notified under the RTPS Act. ⁴		55 services have been notified under the RTPS Act.	5 additional RTPS Services over Year 0 notified (i.e. total 60 services)	10 additional RTPS Services over Year 1 notified (i.e. total 70 services)	10 additional RTPS Services over Year 2 notified (i.e. total 80 services)	10 additional RTPS Services over Year 3 notified (i.e. total 90 services)	5 additional RTPS Services over Year 4 notified (i.e. total 95 services)
<i>DLI Value (in US\$):</i>	<i>1,500</i>		<i>187.5</i>	<i>375</i>	<i>375</i>	<i>375</i>	<i>187.5</i>
Total Loan Amount Allocated (US\$):	7,500		1,787.5	1,475	1,475	1,475	1,287.5

5. **DLI Verification Protocol:** "DLI Verification Protocol" means (as defined in the Loan Agreement with the World Bank for ACCSDP) the set and procedures mentioned below, to verify the achievement of DLI Targets, which sets out, inter alia, the description of the evidence required; as the same may be amended from time to time with the prior written agreement of the Bank:

DLI Verification Protocol Table						
#	DLI	Definition/ Description of achievement	Scalability of Disbursements (Yes/No)	Protocol to evaluate achievement of the DLI and data/result verification		
				Data source/ agency	Verification agent (VA)	Procedure
1	Number of applications submitted on-line for RTPS services.	Citizens being able to submit applications for RTPS services through Public Facilitation Centers located in blocks, circles, and selected departmental offices through an on-line portal.	Yes	Sample Survey/ Centralized RTPS tracking system.	Third Party Assessment	The DLI targets are cumulative. Sample Survey. MIS Report.
2	Public Facilitation Centers fully operational.	Fully equipped centers with adequately trained staff that functions at least six hours on all working days to receive RTPS requests and deliver targeted set of RTPS services, using electronic means.	Yes	GoA progress reports/MIS. Sample Survey.	Third Party Assessment	Sample Survey/MIS data.
3	Access to RTPS Services expanded to Targeted districts	RTPS extended to and services notified in the six targeted districts of Assam.	Yes	Adoption of RTPS and notification by the Autonomous Councils.	N/A	Official notifications extending RTPS to Targeted Districts and notifying services issued by authorities.
4	Number of services notified under the ARTPS Act.	GoA notifies additional services annually.	Yes	GoA Notification.	N/A	Notifications expanding the number of services issued by GoA.

OBJECTIVES OF THE ASSIGNMENT:

6. The objectives of this assignment are to: **(a)** Carry out an independent verification of achievement of the DLIs reported by ARIAS Society for ACCSDP, for each disbursement claim under the project based on the Verification Protocol mentioned above and also verify the Eligible Expenditure Program (EEP) report prepared by ARIAS Society to support of the DLI claim; and **(b)** Prepare and submit comprehensive verification reports to ARIAS Society for DLI achievement for each disbursement claim prepared by ARIAS Society in the form & substance acceptable to ARIAS Society and the World Bank.

² All DLIs are scalable with partial achievements eligible for reimbursement in the relevant year and the carrying over of what has not been achieved for reimbursement in subsequent years of the project. Measurement will be based on the arithmetical value of the relevant unit for the DLI.

³ Fully operational Public Facilitation Centers would entail fully equipped centers with adequately trained staff that functions at least six hours on all working days to receive RTPS requests; and deliver a targeted set of RTPS services, using electronic means as appropriate.

⁴ Not including RTPS Services notified in Targeted Districts.

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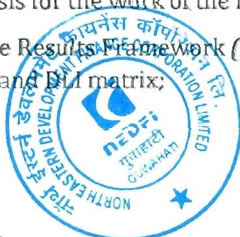
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State Project Director
ARIAS Society

SCOPE OF SERVICES/TASKS TO BE PERFORMED BY THE CONSULTANT:

7. The IVA will verify periodically through paper and physical inspection to confirm the accuracy & quality of results and eligible disbursement amounts claimed by ARIAS Society in its documentation supporting each disbursement claim. In accordance with good audit practice, verification will take place against a sampling framework and frequency, described in detail in the Verification Protocol. The tasks of the IVA will include but not necessarily be limited to the following:
 - a) Develop and furnish to ARIAS Society an **Inception report** which shall *inter alia* include (i) cover templates in which it seeks input data from ARIAS Society that is to be verified and (ii) Verification Plan for each DLI. The Verification Plan should include detailed Work Plan and verification arrangements proposed by IVA for each Disbursement Linked Indicator that would be submitted by ARIAS Society with each disbursement claim for verification. The **Inception report** will also cover IVA's team composition, names of sites and offices that would be visited, agreed number of days and dates for each visit, what field survey will be carried out by the IVA, what coordination and logistics arrangements are needed and most importantly output formats for each site visit that will go into the IVA's Verification Report. IVA will seek ARIAS Society's approval of the Verification Plan included in the Inception Report.
 - b) Prepare and seek approval of an updated Detailed Verification Plan for each DLI that is specific to each disbursement claim that would be received from ARIAS Society from time to time prior to commencing of verification process.
 - c) Verify achievement of each of the agreed DLIs.
 - d) Verify the Eligible Expenditure Program (EEP) report to support of the DLI claim. EEP is based on an analysis of the state budget, selected budget heads related to staff salaries in the department responsible for the delivery of most RTPS services (i.e. the Department of Revenue & Disaster Management, GoA) has been identified as EEPs to support achievements under the DLI component. Disbursement against the DLI component will be made on an annual basis based on achievement of the DLIs as per the independent verification agency and the execution of the identified EEPs. The EEP supporting the DLI component will be salaries of the Department of Revenue and Disaster Management. Specific budget heads from the state budget have been identified which will adequately cover the value of DLIs each year. Controls over the preparation and payment of salaries are considered adequate with the state in the process of transiting to electronic payment of salaries. An EEP report will be submitted semi-annually in support of the DLIs achieved. This will be based on the expenditure generated from the Computerized Treasury Management Information System.
 - e) Submit Verification Reports to ARIAS Society immediately following verification in the form and substance acceptable to ARIAS Society.
 - f) Verify the calculation of the amount to be disbursed against each verified DLI based on a disbursement formula/modalities agreed between ARIAS Society and the World Bank (*Please refer to the Disbursement-Linked Indicator Matrix furnished above*).
 - g) Submit '**Assignment Completion Report**' containing summary of work done and suggestions for strengthening the verification protocol and processes for future use by ARIAS Society.

APPROACH AND METHODOLOGY SUGGESTED:

8. For verification of each disbursement claim and each DLI, the IVA will be required to complete:
 - a) Desk based review of all relevant Program monitoring reports provided by ARIAS Society.
 - b) Inspection and verification (on-site) of the primary data and evidence provided by the relevant implementing departments on a random sample basis. Conducting interviews and discussions with stakeholders where necessary.
 - c) Verification of the calculations of the amount eligible for disbursement against each DLI claimed in each disbursement claim prepared by ARIAS Society.
9. The basis for the work of the IVA shall be:
 - a) The Results Framework (*Please refer to the Project Appraisal Document through the url cited at footnote 1*) and DLI matrix;



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- b) The Verification Protocol agreed between ARIAS Society and the World Bank and the Verification Plan that will be prepared by IVA for each DLI under each disbursement claim;
- c) The Program Appraisal document, Program Implementation Plan;
- d) Program Monitoring Reports;
- e) Any contracts entered between the implementing departments and third parties;
- f) Physical on-site verification, interviews and discussions with stakeholders, and
- g) Other relevant documents such as test reports, audit reports, compliance reports provided by ARIAS Society from time to time.
- 10. Sequence of activities:** Following will be sequence of activities for verification of each DLI and it is expected that there will be two Disbursement Claims against DLI in a Financial Year :
- a) As soon as the DLI is achieved, ARIAS Society alerts IVA about the upcoming disbursement and DLI achievement claim being finalized by ARIAS Society.
- b) Within 1 week of (a) above, IVA readies its verification team and seeks ARIAS Society's approval of the team composition. ARIAS Society furnishes the disbursement and DLI achievement claim with supporting documentation to IVA.
- c) Within 1 week of (b) above, IVA prepares a detailed Verification Plan for the said disbursement and DLI achievement claim, discusses with ARIAS Society and obtains ARIAS Society's approval.
- d) Within 4 weeks of (c) above, IVA submits its draft Verification Report to ARIAS Society.
- e) Within 2 weeks of (d) above, ARIAS Society either accepts the Verification Report or requests IVA for re-verification of certain parts or all of the report findings. The World Bank may also, after detailed discussions with ARIAS Society, ask for re-verification of certain parts or all of the report findings.
- f) Within 2 weeks of (e) above and if requested by the ARIAS Society, IVA submits a re-verification report to ARIAS Society without any extra cost.
- g) Within 2 weeks of acceptance of IVA's verification reports under (e) or (f) above, ARIAS Society would release payment, and also submits the disbursement claim to the World Bank.

Timeline for verification of each Disbursement Application against achievement of DLI														
Activity	Responsibility	Weeks												
		1	2	3	4	5	6	7	8	9	10	11	12	
Intimation of DLI achievement	ARIAS Society													
Constitute verification team and seek approval	IVA	✓												
Furnish documentation to IVA for verification	ARIAS Society	✓												
Obtain approval of Verification Plan	IVA		✓											
Submission of Draft Verification Report	IVA						✓							
Review of Verification Report – acceptance or re-verification requested	ARIAS Society								✓					
Submit Re-verification Report	IVA										✓			
Acceptance of Verification Reports	ARIAS Society												✓	

CONSULTANTS' OUTPUTS AND SCHEDULES:

i1. The IVA shall submit the following deliverables:

#	Output	Schedule for completion from the date of signing of Agreement	% of Payment out of the total contract price of Rs.60,70,500 (excluding GST)																
1	• An Inception Report	Within 6 weeks	10% i.e. Rs.6,07,050/-																
2	• Verification Plan (VP) and • Draft Verification Report (DVR) & • Final Verification Report (FVR)	Periodically as would be advised by ARIAS Society *	70% i.e. Rs. 42,49,350/- (as per following Breakup) <table border="1"> <thead> <tr> <th>Verification</th> <th>Payment**</th> </tr> </thead> <tbody> <tr> <td>V-1</td> <td>10%, i.e. Rs.6,07,050/-</td> </tr> <tr> <td>V-2</td> <td>12%, i.e. Rs.7,28,460/-</td> </tr> <tr> <td>V-3</td> <td>12%, i.e. Rs.7,28,460/-</td> </tr> <tr> <td>V-4</td> <td>12%, i.e. Rs.7,28,460/-</td> </tr> <tr> <td>V-5</td> <td>12%, i.e. Rs.7,28,460/-</td> </tr> <tr> <td>V-6</td> <td>12%, i.e. Rs.7,28,460/-</td> </tr> <tr> <td>Sub-total</td> <td>70% i.e. Rs.42,49,350/-</td> </tr> </tbody> </table> (**Tranches: VP-30%; DVR-50%; FVR-20%)	Verification	Payment**	V-1	10%, i.e. Rs.6,07,050/-	V-2	12%, i.e. Rs.7,28,460/-	V-3	12%, i.e. Rs.7,28,460/-	V-4	12%, i.e. Rs.7,28,460/-	V-5	12%, i.e. Rs.7,28,460/-	V-6	12%, i.e. Rs.7,28,460/-	Sub-total	70% i.e. Rs.42,49,350/-
Verification	Payment**																		
V-1	10%, i.e. Rs.6,07,050/-																		
V-2	12%, i.e. Rs.7,28,460/-																		
V-3	12%, i.e. Rs.7,28,460/-																		
V-4	12%, i.e. Rs.7,28,460/-																		
V-5	12%, i.e. Rs.7,28,460/-																		
V-6	12%, i.e. Rs.7,28,460/-																		
Sub-total	70% i.e. Rs.42,49,350/-																		
3	• Assignment Completion Report	Within 2 weeks of closure of the assignment	20% i.e. Rs.12,14,100/-																

*Note: The assignment will be initially for a Period for 36 months from the date signing, with engagement for a period of 6 months, comprising 3 months twice, in a period of 12 months.



Signature
State Project Director
ARIAS Society

CONSULTANT'S INPUTS AND RESOURCES REQUIRED:

- 12. The assignment requires a firm or consortium with skills and experience in implementing or evaluating for Citizen-Centric Service Delivery projects
- 13. **CVs of the following key personnel will be evaluated** and their expected person months' input during the entire 5-year Program duration will be as provided in the table below:

#	Key Personnel	Desired qualification and Experience	Expected inputs in Person Months per Year
1	Team Leader	Post graduate degree with at least 12 years' experience preferably with familiarity in RTPS/ Service Deliver/ M&E/ Citizen-Centric Service Delivery or on e-Governance.	6 Months
2	M&E/MIS Specialist	Post graduate degree with at least 10 years' experience preferably with familiarity in Monitoring & Evaluation service delivery/Citizen-Centric Service Delivery	6 Months
3	Accounts Specialist	Post graduate degree with at least 10 years' experience preferably with familiarity in Government Financial Management Systems and Accounts.	6 Months

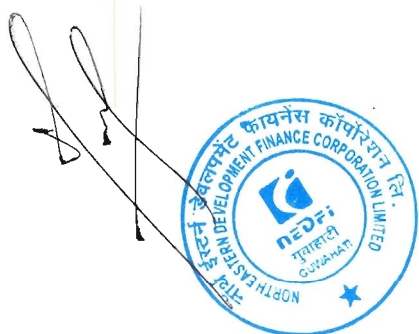
- 14. **The IVA will engage additional professional and support staff as considered necessary.** The Consultant personnel should not be currently employed by ARIAS Society. The IVA must be able to quickly put together a team of multi-disciplinary professionals to carry out verification of DLI achievements and furnish high quality verification reports with clear evidence of achievement as per the agreed verification protocol.
- 15. The IVA will make its own logistic arrangements for all the activities it has to perform in meeting the scope of services under this consultancy. This will include all travel and logistics arrangements required for its team for desk review and for field verification for each disbursement claim and for each type of DLI verification activity.

DURATION CONSULTANCY ASSIGNMENT:

- 16. The initial Contract Period shall be for a period of **36 months (from the date of signing of contract agreement), renewable upto additional 24 more months on 12 month basis**, based on the satisfactory performance of the consultant in the first 36 months. However, *the assignment will be initially for a Period for 36 months from the date signing, with engagement for a period of 6 months, comprising 3 months twice, in a period of 12 months. The terms of employment shall be "on call" basis.*
- 17. The IVA is expected to begin work from **Last week of October 2018.**

Reporting:

- 18. The IVA shall carry out the assignment under the overall supervision of the State Project Director (SPD), ARIAS Society, including management and coordination of day to day activities for the DLI verification process. The IVA shall submit the DLI Verification Reports to the SPD, ARIAS Society. The IVA shall ensure that Verification Reports are timely, accurate, objective and are backed-up by evidence and a clear rationale. The IVA will be required to make presentations as needed in Guwahati and clarify, in a timely manner, any issues and questions raised by ARIAS Society and the World Bank.
- 19. The SPD, ARIAS Society will provide the IVA with relevant data and documents necessary to verify DLI achievements. ARIAS Society will also make arrangements to ensure that the IVA staff and consultants have access to all project sites and locations



Handwritten signature
State Project Director
ARIAS Society

APPENDIX B - KEY EXPERTS

Team Composition/ Key Expert's Inputs				
Sl	Name & Position	Person-month Remuneration Rate	Time input in Person/ Month	Amount (Rs.)
Key Experts				
K-1	Shashank Shekhar Rai- Team Leader	1,50,000	7	10,50,000
K-2	Ghanashyam Thaosen- M&E Specialist	1,20,000	3	3,60,000
K-3	Veeksh Kumar Agarwal- Accounts Specialist	1,20,000	3	3,60,000
Non- Key Experts				
N-1	Upamanya Das- Research Associate	35,000	9	3,15,000
N-2	Jayanta Sarma- Research Associate	35,000	9	3,15,000
N-3	Tulika Devi- Research Associate	35,000	9	3,15,000
Sub-Total Remuneration				27,15,000

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

APPENDIX C - BREAKDOWN OF CONTRACT PRICE

Summary of costs (Rs.)			
No.	Item	Quoted Amount as per Financial Proposal (Rs.)	Agreed Negotiated Contract Amount (Rs.)
1.	Remuneration (A)	56,70,000	27,15,000
2.	Reimbursable (B)	69,21,000	33,55,500
Total (Excluding Taxes)		1,25,91,000	60,70,500
3.	GST @18%	22,66,380	10,92,690
Total Cost		1,48,57,380	71,63,190

Breakdown of Remuneration						
Sl	Name & Position	Person-month Remuneration Rate	Quoted as per Financial Proposal		Agreed Negotiated Contract Amount	
			Time input in Person/ Month	Amount	Time input in Person/ Month	Amount (Rs.)
Key Experts						
K-1	Shashank Shekhar Rai- Team Leader	1,50,000	6	9,00,000	7	10,50,000
K-2	Ghanashyam Thaosen- M&E Specialist	1,20,000	12	14,40,000	3	3,60,000
K-3	Veeksh Kumar Agarwal- Accounts Specialist	1,20,000	12	14,40,000	3	3,60,000
Non- Key Experts						
N-1	Upamanya Das- Research Associate	35,000	18	6,30,000	9	3,15,000
N-2	Jayanta Sarma- Research Associate	35,000	18	6,30,000	9	3,15,000
N-3	Tulika Devi- Research Associate	35,000	18	6,30,000	9	3,15,000
Sub-Total Remuneration (A)				56,70,000		27,15,000

Breakdown of Reimbursable Expenses							
Sl	Type of Reimbursable Expenses	Unit Cost (Rs.)	Unit	Quoted as per Financial Proposal		Agreed Negotiated Contract Amount	
				Quantity	Amount (Rs.)	Quantity	Amount (Rs.)
1	Per Diem allowances	2500	Man-days	900	22,50,000	420	10,50,000
2	a) Local Transportation		Lump-sum		2,00,000	LS	1,00,000
	b) Vehicles Field		Lump-sum		7,20,000	LS	3,60,000
3	Hotel Accommodation & Food	3500	Man-days	720	25,20,000	360	12,60,000
4	Communication Costs, Printing & Stationery		Lump-sum		1,50,000	LS	45,000
5	Company Overhead		Lump-sum		10,81,000	LS	5,40,500
Sub-Total Reimbursables (B)					69,21,000		33,55,500

[Based on the Consultant's Proposal as finalized during negotiation.]




 State Project Director
 ARIAS Society

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

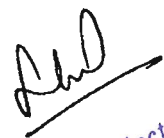
Format of Bank Guarantee for Advance Payment

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APPENDIX E - MINUTES OF NEGOTIATION OF CONTRACT

(Attached Separately)



State Project Director
ARIAS Society

