I. Form of Contract

TASK BASED CONTRACT

This CONTRACT (hereinafter called the “Contract”) is made the 26th day of the month of Feb, 2019, between, on the one hand, Rajasthan Gramin Anwajyekta Vikas Parishad, 3rd Floor, RFC-Block, Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur (hereinafter called the “Client”) and, on the other hand, ACCESS Development Services, 22, Ground Floor, Hazir Khas Village New Delhi-110016 (hereinafter called the “Consultant”).

“[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “(hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, [name of member/and [name of member] (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 grant in aid support from the Government of India toward the cost of the Services and intends to apply a portion of the proceeds of this grant in aid to eligible payments under this Contract.

(Surendra Singh Rathore)

PD/04/4/5686, IGAP on 28-9-90
गोपाल काल गुप्ता
क्षमता, 45/02
कुमार, छगा कारागार, जयपुर
(भावना निधेका)
NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
   (a) The General Conditions of Contract (including Attachment 1: Bank Policy – Corrupt and Fraudulent Practices)
   (b) The Special Conditions of Contract
   (c) Appendices:

   Appendix A: Terms of Reference
   Appendix B: Key Experts
   Appendix C: Remuneration Cost Estimates
   Appendix D: Reimbursable Cost Estimates
   Appendix E: Methodology Submitted by the Consultant
   Appendix F: Work Plan Submitted by the Consultant
   Appendix G: Minutes of Technical Negotiations held
   Appendix H: Form of Advance Payments Guarantee

   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; Appendix E; Appendix F; Appendix G and Appendix H. 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.

(Surendra Singh Rathore)
PD (LPs & SHSs), RO/HP (LPS)
For and on behalf of Rajasthan Gramin Ajeetika Vikas Parishad

Mr. Surendra Singh Rathore  
Project Director (LPs & SHGs) cum Joint Secretary RDD  
For and on behalf of Rajasthan Gramin Ajeetika Vikas Parishad, 3rd Floor, RFC-Block,  
Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur

Mr. Surendra Verdia  
Vice President  
ACCESS Development Services  
22nd Gound Floor Hauz Khas Village New Delhi-110016

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant [insert the name of the Joint Venture]

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[Add signature blocks for each member if all are signing]

(Surendra Singh Rathore)  
PD (LPs & SHGs), RGWP cum 25, RDP
II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

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

(a) "Applicable Guidelines" means the Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011 ("Consultants' Guidelines").

(b) "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.

(c) "Bank" means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(d) "Borrower" means the Government, Government agency or other entity that signs the financing agreement with the Bank.

(e) "Client" means the implementing agency that signs the Contract for the Services with the Selected Consultant.

(f) "Consultant" means a legally-established professional Consultant or entity selected by the Client to provide the Services under the signed Contract.

(g) "Contract" means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).

(h) "Day" means a working day unless indicated otherwise.

(i) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.

(j) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.

(k) "Foreign Currency" means any currency other than the currency
2. Relationship between the Parties

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

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

4. Language

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

5. Headings

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

6. Communications

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

7. Location

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

8. Authority of Member in Charge

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

9. Authorized Representatives

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

10. Corrupt and Fraudulent Practices

10.1. The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Attachment 1 to the GCC.

10.2. The Client requires the Consultant to disclose any commissions 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.

(Surendra Singh Rathore)
PD O.H. & SIGNS, ROASTO com AS, RCD

[Signature]
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 March 1, 2019 (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 these requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No breach of Contract

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

c. Measures to be Taken

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

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

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

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

(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and
necessarily incurred, and, if required by the Client, in reactivating the Services; or

(b) Continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 48 & 49.

18. Suspension

18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

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

a. By the Client

19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days’ written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days’ written notice in case of the event referred to in (e); and at least five (5) calendar days’ written notice in case of the event referred to in (f):

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49.1;

(Surendra Singh Rathore)

[Signature]

[Authorised Signatory]
b. By the Consultant

19.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, 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.

19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.

(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.

(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.

(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant’s notice specifying such breach.

c. Cessation of Rights and Obligations

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

d. Cessation of Services

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

e. Payment upon Termination

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

(a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination, and pursuant to Clause 42;

(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT/ AGENCY

20. General

a. Standard of Performance

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client’s legitimate interests in any dealings with the third parties.

20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

b. Law Applicable to Services

20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when:

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

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

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

21. Conflict of Interests

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.

21.1.1. The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Guidelines, 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...
II. General Conditions of Contract:

b. Consultant and Affiliates Not to Engage in Certain Activities

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant’s Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.

c. Prohibition of Conflicting Activities

21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

d. Strict Duty to Disclose Conflicting Activities

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

22. Confidentiality

22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

23. Liability of the Consultant

23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant’s liability under this Contract shall be as determined under the Applicable Law.

24. Insurance to be Taken out by the Consultant

24.1 The Consultant (i) shall take out and maintain, at its (or the Sub-consultants’, as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client’s request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

25. Accounting,

25.1 The Consultant shall keep, and shall make all reasonable

(Surendra Singh Rathore)

[AUTHORISED SIGNATORY]
Inspection and Auditing

efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.

25.2. The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant’s attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Bank’s prevailing sanctions procedures.)

26. Reporting Obligations

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

27. Proprietary Rights of the Client in Reports and Records

27.1. Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client’s prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

28. Equipment, Vehicles and Materials

28.1. Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and
shall dispose of such equipment, vehicles and materials in accordance
with the Client's instructions. While in possession of such equipment,
vehicles and materials, the Consultant, unless otherwise instructed by
the Client in writing, shall insure them at the expense of the Client in
an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its
Experts into the Client's country for the use either for the project or
personal use shall remain the property of the Consultant or the Experts
concerned, as applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

29. Description of Key Experts

29.1 The title, agreed job description, minimum qualification and
time-input estimates to carry out the Services of each of the
Consultant's Key Experts are described in Appendix B.

29.2 If required to comply with the provisions of Clause GCC 20a,
adjustments with respect to the estimated time-input of Key Experts
set forth in Appendix B may be made by the Consultant by a
written notice to the Client, provided (i) that such adjustments shall
not alter the original time-input estimates for any individual by more
than 10% or one week, whichever is larger; and (ii) that the
aggregate of such adjustments shall not cause payments under this
Contract to exceed the ceilings set forth in Clause GCC 41.2.

29.3 If additional work is required beyond the scope of the
Services specified in Appendix A, the estimated time-input for the
Key Experts may be increased by agreement in writing between the
Client and the Consultant. In case where payments under this
Contract exceed the ceilings set forth in Clause GCC 41.1, the
Parties shall sign a Contract amendment.

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. Approval of Additional Key Experts

31.1 If during execution of the Contract, additional Key Experts
are required to carry out the Services, the Consultant shall submit to
the Client for review and approval a copy of their Curricula Vitae
(CVs). If the Client does not object in writing stating the reasons,
for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.

The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts positions which require similar qualifications and experience.

32.1 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 shall the Client determine that Consultant's Expert of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

32.2 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.

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

33.1 Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

34.1 Working hours and holidays for Experts are set forth in Appendix B. To account for travel time to/from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client’s country as is specified in Appendix B.

34.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix B, and the Consultant's remuneration shall be deemed to cover these items.

34.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.
E. OBLIGATIONS OF THE CLIENT

35. Assistance and Exemptions

35.1 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.

(d) 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.

(e) 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.

(f) 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.

36. Access to Project site

36.1 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
37. Change in the Applicable Law Related to Taxes and Duties

37.1 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 ceiling amounts specified in Clause GCC 41.1.

38. Services, Facilities and Property of the Client

38.1 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.

38.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 41.3.

39. Counterpart Personnel

39.1 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.

39.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix A, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 41.3.

39.3 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.
40. Payment Obligation

40.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

41. Ceiling Amount

41.1 An estimate of the cost of the Services is set forth in Appendix C (Remuneration) and Appendix D (Reimbursable expenses).

41.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC.

41.3 For any payments in excess of the ceilings specified in GCC41.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

42. Remuneration and Reimbursable Expenses

42.1 The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

42.2 All payments shall be at the rates set forth in Appendix C and Appendix D.

42.3 Unless the SCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

42.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts’ list in Appendix B, (iii) the Consultant’s profit, and (iv) any other items as specified in the SCC.

42.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.

(Surendra Singh Rathore)

[Stamp]
43. Taxes and Duties

43.1 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.

43.2 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.

44. Currency of Payment

44.1 Any payment under this Contract shall be made in the currency(ies) INR only.

45. Mode of Billing and Payment

45.1 Billings and payments in respect of the Services shall be made as follows:

(a) **Advance payment**: Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the SCC. 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) it is to be in the form set forth in Appendix E, 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 installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.

(b) **The itemized Invoices**: As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.

(c) The Client shall pay the Consultant's invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an Invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from

(Surendra Singh Rathore)
PD/EP/5, BHAR, RG/VIP/204, 05/07/19
any subsequent payments.

(d) **The Final Payment**: The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice 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 or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.

(e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

(f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

46. Interest on Delayed Payments

46.1 If the Client has delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 45.1 (c), 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

47. Good Faith

47.1 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

48. Amicable Settlement

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

(Surendra Singh Rathore)

[Signature]
48.2 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 49.1 shall apply.

49. Dispute Resolution

49.1 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.
III. General Conditions

Attachment 1: Bank's Policy – Corrupt and Fraudulent Practices

(Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:)

"Fraud and Corruption"

1.23 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standards of ethics during the selection and execution of Bank-financed contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its subconsultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper]. In pursuance of this policy, 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[1];

(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[2];

(iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party[3];

(iv) “coercive practices” 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[4];

1 For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

2 For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

3 For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to stimulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

(Surenda Singh Rathore)
PD (Pa & RHSG), RG/M/23.43.5.00
(iv) "coercive practices" 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:

(aa) 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

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights;

(b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services 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) will declare that procurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation 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 they knew of the practices;

(d) will sanction a firm or an individual at any time, in accordance with prevailing Bank's sanctions procedures, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time; (i) to be awarded a Bank-financed contract, and (ii) to be a nominated sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

---

Footnote 1: For the purpose of this sub-paragraph, "party" refers to a participant in the selection process or contract execution.

Footnote 2: A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including inter alia: confiscation as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix I of these Guidelines.

Footnote 3: A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant's proposal for the particular services; or (ii) appointed by the Borrower.

(Surendra Singh Rathore)

[Signature]

[Stamp: Authorised Signatory]
## I. Special Conditions of Contract

*Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract.*

<table>
<thead>
<tr>
<th>Number of GC Clause</th>
<th>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1(b) and 3.1</td>
<td>The Contract shall be construed in accordance with the law of India</td>
</tr>
<tr>
<td>4.1</td>
<td>The language is: English.</td>
</tr>
<tr>
<td>6.1 and 6.2</td>
<td>The addresses are:</td>
</tr>
<tr>
<td></td>
<td><strong>Client:</strong> Rajasthan Grampanchayat Vikas Parishad, 3rd Floor, RFP-Block, Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur</td>
</tr>
<tr>
<td></td>
<td><strong>Attention:</strong> Project Director (LPs &amp; SHGs) &amp; Joint Secretary RPPD</td>
</tr>
<tr>
<td></td>
<td><strong>Facsimile:</strong></td>
</tr>
<tr>
<td></td>
<td><strong>E-mail (where permitted):</strong> <a href="mailto:rajeevika@rajasthan.gov.in">rajeevika@rajasthan.gov.in</a></td>
</tr>
<tr>
<td></td>
<td><strong>Consultant:</strong> ACCESS Development Services, 22, Ground Floor Hauz Khas Village New Delhi-110016</td>
</tr>
<tr>
<td></td>
<td><strong>Attention:</strong> Vice President</td>
</tr>
<tr>
<td></td>
<td><strong>Facsimile:</strong></td>
</tr>
<tr>
<td></td>
<td><strong>E-mail (where permitted):</strong> <a href="mailto:surendra@accessdev.org">surendra@accessdev.org</a></td>
</tr>
<tr>
<td>8.1</td>
<td>The Lead Member on behalf of the JV is [insert name of the member]</td>
</tr>
<tr>
<td>9.1</td>
<td>The Authorized Representatives are:</td>
</tr>
<tr>
<td></td>
<td>For the Client: Mr. Surendra Singh Rathore, Project Director</td>
</tr>
<tr>
<td></td>
<td>For the Consultant: Mr. Surendra Verdia, Vice President</td>
</tr>
<tr>
<td>11.1</td>
<td>The effectiveness conditions are the following: from the date of signing the contract by both the parties</td>
</tr>
<tr>
<td>12.1</td>
<td>Termination of Contract for Failure to Become Effective:</td>
</tr>
<tr>
<td></td>
<td>The time period shall be 15 days</td>
</tr>
</tbody>
</table>

(Surendra Singh Rathore)
### Commencement of Services:

The number of days shall be 7 days.

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.

### Expiration of Contract:

The time period shall be initially for a period of one year. However, the contract shall be extended for a period of one more year.

### 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 “Limitation of the Consultant’s Liability towards the Client:

(a) Except in the case of gross negligence or willful 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:

(i) for any indirect or consequential loss or damage; and

(ii) for any direct loss or damage that exceeds two times the total value of the Contract;

(b) This limitation of liability shall not

(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;

(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the “Applicable Law”

### 24.1 The insurance coverage against the risks shall be as follows:

[Note: Delete what is not applicable except (a)].

(Surendra Singh Rathore)
PD (PaaS & SMEs), RO/IR/Ann 40, RCD
(a) Professional liability insurance, with a minimum coverage of Rs. [insert amount] and currency which should be not less than the total ceiling amount of the Contract. As per consultant HR Policy, N.A.

27.1 All property rights shall be with the client.

27.2 The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.

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, resignation, termination 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.

32.3 Any replacement of the removed experts shall possess better qualifications and experience and shall be as mutually agreed by Consultant with the Client.

35.1 (a) through (e) N/A.

35.1(f) Sitting arrangement and other office equipment and facilities required to discharge the duties will be provided by the client. N/A

41.2 The total value of the Contract is Rupees Seventy Five lakhs and ninety six thousand only for Two year (Excluding of GST. Break up is provided below).

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Remuneration</td>
<td>67,20,000.00</td>
</tr>
<tr>
<td>(2) Reimbursable</td>
<td>8,76,000.00</td>
</tr>
<tr>
<td>Total Cost</td>
<td>75,96000.00</td>
</tr>
<tr>
<td>Indirect Local Tax Estimates</td>
<td>Extra As per Applicable</td>
</tr>
<tr>
<td>Goods and Service Tax at Prevailing Rate</td>
<td></td>
</tr>
</tbody>
</table>

(Surendra Singh Rathore)

[Signature]

(Authorized Signatory)
Total with Tax

Goods and Service Tax will be on applicable items at prevailing rate and above total cost with tax is only indicative.

Cost of reimbursable expenditure incurred by the consultant on the items/activities approved in the annual budget will be paid on actual basis.

42.1 The Client shall pay to the Technical Support Agency (TSA) on Task Basis as mentioned on Clause No 19 and section 7 of this RFP. Client will release 5% advance payment against Bank Guarantee after signing of MoU. This 5% advance payment against Bank Guarantee will be adjusted against completion of Task 1 as mentioned in Sr No 2 in Table of Clause No 19.

42.3 No Price adjustment for task to be completed will be applied to this RFP

43.1 and 43.2 The Client warrants that the Client shall reimburse the Consultant, the Sub-consultants and the Experts’ any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client’s country, on the Consultant, the Sub-consultants and the Experts in respect of:

(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client’s country), in connection with the carrying out of the Services;

(b) any equipment, materials and supplies brought into the Client’s country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;

(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;

(d) any property brought into the Client’s country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client’s country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client’s country, provided that:

(i) the Consultant, Sub-consultants and experts shall follow

(Surendra Singh Rathore)

[Signature]
the usual customs procedures of the Client's country in importing property into the Client's country; and

(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.

<table>
<thead>
<tr>
<th>44.1</th>
<th>The currency [75,96,000 + GST] of payment shall be INR</th>
</tr>
</thead>
<tbody>
<tr>
<td>45.1(a)</td>
<td>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</td>
</tr>
<tr>
<td></td>
<td>(1) An advance payment to meet 2 months operational cost shall be made within [30] days after the receipt of an advance bank payment guarantee by the Client. The advance payment will be set off by the Client in equal portions against 3 monthly invoices.</td>
</tr>
<tr>
<td></td>
<td>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency of the advance payment.</td>
</tr>
<tr>
<td></td>
<td>(3) The bank guarantee will be released when the advance payment has been fully set off.</td>
</tr>
<tr>
<td>45.1(b)</td>
<td>The Consultant shall submit monthly Invoices (Fee and Reimbursable) to the Client along with the detailed time sheets of each key and non-key professionals and thematic experts, if any.</td>
</tr>
<tr>
<td>45.1(c)</td>
<td>The accounts are:</td>
</tr>
<tr>
<td></td>
<td>for local currency: [75,96000].</td>
</tr>
</tbody>
</table>

| 46.1 | For Delay beyond 75 working days from receipt of acceptable Invoice -The interest rate is: 4% |
| 49. | Disputes shall be settled by arbitration in accordance with the following provisions: |

(Surendra Singh Rathore)
PD:1/6/2015(Bd), RGP/Par-45, TCO
Dispute: Any dispute regarding the interpretation and implementation of RFP shall not be referred to Arbitration unless the matter is first decided by Dispute Settlement Committee chaired by SMD-RGAVP.

If any party is not satisfied by the decision of Dispute Settlement Committee chaired by SMD-RGAVP. Then only the matter shall be referred to Arbitration within 30 days of decision of the Committee.

1. Selection of Arbitrators: Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:

(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to 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 therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, 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.

(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 latest 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 Indian Council of Arbitration.

(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 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.

(Surendra Singh Rathore)
PD(Acct & SHGM), RGAVP est.-J, ROO
2. **Rules of Procedure.** Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration as per the laws of the Indian Government as in force on the date of this Contract.

3. **Substitute Arbitrators.** 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.

4. **Nationality and Qualifications of Arbitrators.** 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. For the purposes of this Clause, “home country” means any of:

(a) the country of incorporation of the Consultant; or
(b) the country in which the Consultant’s [or any of their members’ or Parties’] principal place of business is located; or
(c) the country of nationality of a majority of the Consultant’s [or of any members’ or Parties’] shareholders; or
(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.

5. **Miscellaneous.** In any arbitration proceeding hereunder:

(a) proceedings shall, unless otherwise agreed by the Parties, be held in Jaipur

(b) the English language shall be the official language for all purposes; and

(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

(Surendra Singh Rathore)
PD (A/Ps & SHOs), ROAIP cum JS, RDO
Appendix - 'A'

Terms of Reference

Deendayal Antyodaya Yojana – National Rural Livelihoods Mission (DAY-NRLM)

Terms of Reference

Hiring the services of empanelled and Technically Qualified Consulting Firms experienced in promoting Value Chain with specific focus on Market Linkages for provision of technical support to RGAVP in the implementation of Value Chain Projects under DAY-NRLM.

Introduction

1. The Ministry of Rural Development (MORD), Government of India (GOI) has been implementing Deen Dayal Antyodaya Yojana- National Rural Livelihoods Mission (NRLM) since June 2011. The core objective of the DAY-NRLM is to eliminate rural poverty through innovative implementation strategies involving mobilization and organization of the rural poor and promotion of their financial and economic inclusion as well as promotion of convergence with other livelihood programmes.

2. The main objective of the Mission is to bring about increase in the household incomes of the rural poor through sustained livelihood enhancements and improved access to financial and non-financial services. The Mission aims at creating efficient and effective institutional platforms of the poor as mediating institutions. The four key inter-related components of the Mission are: (i) social inclusion; (ii) financial inclusion; (iii) livelihood promotion; and (iv) convergence. The four components posited on the Community Based Organizations (CBOs) of the poor are expected to promote and sustain livelihoods of the rural poor. Thus, the DAY-NRLM aims at mobilizing all the rural poor households into SHGs and their federations viz., Village Organizations, Cluster/Block Level Federations and use these institutional platforms to promote the livelihoods of the poor. The Mission seeks to promote access of the CBOs of the poor to financial and
technical services as well as economic support services and enable them to diversify and improve their livelihoods. Towards this end, the Mission intends to promote organic financial and non-financial relations between the SHGs and their federations. The Mission provides Revolving Fund (RF) and Community Investment Fund (CIF) support to the eligible SHGs and VOs which are expected to enable them to leverage funds from the formal banking institutions for undertaking sustainable livelihoods. The Mission also provides technical and convergent support for the member households to diversify their livelihood assets.

3. NRLM has also designed various interventions to address various livelihoods issues of the women SHG members through a strong structure for providing technical assistance – improved practices for productivity enhancement, access to farm implements, access to knowledge and information, access to water and other productive resources and also access to markets. For the poor small and marginal producers access to market has been a serious hindrance in realization of remunerative prices for their produce. NRLM has promoted interventions to develop market linkages for rural produce from farm gate to market through a value chain based approach.

4. NRLPS propose to empanel suitable Technical Support Agencies / Firms for development of Market linkages through Value Chain approach and to provide technical assistance to State Rural Livelihoods Missions in implementation of such interventions. NRLPS seek to empanel technically qualified agencies so that State Rural Livelihoods Missions shall be in a position to quickly hire the services of a Technical Support Agency from the list of empanelled consultants.

**Implementation Architecture**

5. The Mission is implemented through specially created structures. At the national level, the Mission is implemented by a specially created National Mission Management Unit (NMMU) comprising several thematic groups and professional experts, under the Rural Livelihoods (RL) Division of the MORD. As part of transitioing to DAY-NRLM, the state governments are required to establish special purpose vehicles in the form of autonomous and empowered State Rural...
Livelihoods Mission (RAJEEVIKA) Societies at the state level. The RAJEEVIKA are in turn required to:

(i) Establish dedicated Mission implementation units at the State (SMMU), District (DMMU), Block (BMMU) and Sub-Block Units (Cluster Level);
(ii) Recruit, induct, train and position multidisciplinary professionals at all levels; and
(iii) Establish adequate management, finance, procurement, M.I.S. and M & E systems.

Phased Implementation

6. As development of sustainable community institutions is a process intensive activity requiring the support of trained Community Resource Persons (social capital), a phased intensive implementation approach has been adopted by the Mission under the approach a certain number of blocks are selected in each year for intensive application of Mission resources. The blocks selected in the first few years, apart from creating sustainable institutions of the poor for livelihoods promotion, are expected to generate social capital in the form of CRPs and other activists to replicate and support the implementation of Mission strategies in other blocks of the state. However, each RAJEEVIKA is required to prepare the non-intensive blocks also for intensive approach by seeding and implementing Mission activities in a less intensive fashion. The states are also advised to use the services of experienced CRPs from other states which have been implemented models similar to DAY-NRLM in the initial stages.

Status of DAY-NRLM

7. As of December 2017, all the 29 States transited to DAY-NRLM and a state level autonomous society has been established. In the state of Rajasthan, RAJEEVIKA has been designated as nodal agency for implementation of NRLM. The state government has approved the establishment of Mission architecture at SMMU, DMMU and BMMU levels. The governments have also permitted recruitment of professional staff at all levels. Management, finance, procurement and other systems have been established as per the guidelines of DAY-NRLM. The State

(Surendra Singh Rathore)
PD (DPs & SMGs), RDAIP comm J2, RGO
Missions have been implementing DAY-NRLM Annual Action Plans (AAPs) approved by MoRD.

**Promotion of Livelihoods under DAY-NRLM**

8. NRLM has designed several interventions to promote livelihoods with the women SHG members in both farm and non-farm sectors. In farm sector has been continuously working toward productivity enhancement in agriculture, livestock and NTFP based livelihoods. NRLM has also initiated several market linked value chain interventions in milk, horticulture, vegetables and NTFP to ensure remunerative prices to the farmers.

Mahila Kisan Sashaktikaran Pariyojna (MKSP): The primary objective of the MKSP is to empower women in agriculture by strengthening community institutions of poor women farmers and leverage their strength to promote sustainable agriculture. MKSP also has component on non-timber forest produce. MKSP is now being successfully implemented in 22 states with about 33 lakh women farmers.

9. Start-up Village Entrepreneurship Programme (SVEP): The SVEP is a sub-programme under NRLM. The long term vision of the SVEP is to provide support for start-up to 1 crore village enterprises and provide direct employment to 2 crore people. The SVEP shall help the rural poor come out of poverty by helping them set up enterprises and provide support till the enterprises stabilize.

10. Rural Self Employment Training Institutes (RSETIs) are being established in collaboration with Public Sector Banks, in each district of the country to provide training to the rural youth from the poor households for setting up micro enterprises. RSETIs provide short term residential training with long hand holding support to the youth.

**Livelihoods Situation in Rajasthan**

11. The census of 2011 estimates that more than 70% population of Rajasthan continues to live in rural areas. A large proportion of them are either wholly or significantly dependent on farm activities for their livelihoods. Farming remains...
the single most important source of household income in most regions in the State. However, farmers in the state face a number of challenges including frequent drought, erratic rainfall, climate change, degraded land, market fluctuations, loss of livestock during drought period, and limited access to wage labour. Together, these make uncertainty and hardships a characteristic feature of farm based livelihoods, especially of the poor. Large annual fluctuations in production level of agricultural and animal husbandry activities, mainly due to failure of monsoons, result in fluctuations in household income of the poor. In drought years, when there is almost complete failure of crops, these households are not even able to recover the costs of agricultural inputs and rely mainly on animal husbandry. Due to unprofitable livelihood outcomes, many small farmers have sold their farm land and started to work as agricultural labour or migrated to cities to work as daily wage labourer.

Value China Projects under RGAVP

12. RGAVP has identified opportunity in the value chain of Soybean & Rapeseed-Mustard – collective aggregation, primary processing and collective marketing as part of Livelihoods Value Chain Intervention plan. The intervention has been planned in Sangod Block of Kota district and Aklera & Bakani blocks of Jhalawar district. The intervention has been designed with a focus on the development of commodity-based community institutions (Producer Groups), and further federating them into Farmer Producer Company. The intervention aims to leverage these institutions for collective aggregation, processing, and marketing of products of the member producers while promoting the business operations of FPC. These interventions will provide the producers opportunity to realize the full potential of collective aggregation and marketing with better bargaining power, better price realization due to shortened supply chain, access to market information and safeguard against price fluctuations.

13. RGAVP seeks to strengthen existing farm-based livelihoods in the project districts. The agency would identify existing gaps in value chain for crops; create an implementation strategy and plan to address such gaps; undertake interventions for crops in the district; and promote producers collectives covering approx. 14,000 households.

(Surendra Singh Rathore)
P.O. (P&SHC), RGAVP-dm-JS.R00

[Signature]
Objectives of the Assignment

14. The key objective of the project is to ensure higher price realization for the producers. This is planned to be achieved by leveraging community institutions for volume aggregation for better price bargains, creating shorter supply chains with fewer market intermediaries and access to correct market information. The proposed intervention also focuses on building the capacity of the community as well as cadre to ensure sustainability of the interventions in the long run.

15. The main objective of this assignment is to provide technical assistance and program implementation support to RAJEVKIA / RGAVP as well as to the participating and Community Based Organizations (CBOs)/ Cluster Level Federations and Producers organizations in the development of market linkages in the agriculture, products so that these become profitable, bankable, and self-sustaining in the long run. Some of the main components of this objective would be:

a. Identify key products covering Agriculture and allied activities segments that have potential for development of value chain and market linkages in the State.

b. Facilitating access to technology to address critical gaps in production, post-harvest and processing, marketing etc.

c. Facilitating partnerships development/linkages with key knowledge/technology institutions, private firms, marketing institutions.

d. Identifying key market players and helping the producer enterprises to build linkages with them;

e. Setting up of Producers Enterprises/Producers Companies, preparation of business development plans and provide support in implementation of value chain development and marketing.

f. Providing advisory and hand holding support to the RGAVP in the implementation of value chain development approaches/models, business development plan, market analysis, cost benefit analysis and facilitating preparation of detailed implementation report (DIR) etc.

g. Development of manuals; standard operating procedures, for smooth functioning of producer enterprises;

h. Work closely with the National and State Mission in the roll out of value chain and market linkage initiatives etc.

(Surendra Singh Rathore)

[Signature]

DEVELOPMENT SERVICES

AUTHORISED SIGNATURE
Work on development of value chains and market linkages for 5-10 identified commodities/products and roll out the plan.

Scope of Work

16. As part of the assignment, the consultant is required to explore each of existing and potential end market to determine which offers the greatest benefits (profit margins, embedded services, competitive advantages, etc.) and risks (competition, sizeable investment, fleeting business relationships, etc.) for each actor in the value chain of identified products in the agriculture. Some of the key activities, but not limited to, that are expected to be undertaken by the consultant are listed below.

(1) Submission of Action Plan:

Based on this TOR, the consultant will draw up a Plan of Action with timelines for roll out of the key tasks and submit the same to COM/SMD. The action plan would prioritize the ongoing projects on value chain interventions in the Rajasthan. The Plan of Action will also include the proposed approach for providing technical assistance and implementation support to RAJEEVIKA for market linkages, Value Chain Development, methodology, a broad timeframe, and budget. It will also explain how the involvement of Mission Staff and stakeholders will be ensured. The Plan of Action will include a clear description of the different commodity groups (Soyabean and Mustard) to be analysed.

The Agency's detailed scope of work will include the following:

Phase 1: Study to Develop Implementation Strategy and Plan: The selected agency will undertake a study to identify the gaps and opportunities in existing value chain of Soybean & Mustard. The study will:

a. Carry out field assessment in all three blocks for finalization of names of villages in coordination with respective CLFs and RGAVP.

b. Conduct the baseline study for the project.

c. Identify cropping patterns for Soybean & Mustard by targeted farmers in the selected blocks and gap in cultivation practices.

(Surendra Singh Rathore)
PD (LPs & SHGs), RGAVP um JS, RDI
d. Do analysis of existing value chain practice(s) adopted by the farmers for soybean and mustard and identify the gaps.

e. Develop a plan for post-harvest forward linkages for the above two crops in consultation with the target farmers.

f. Develop an implementation strategy describing areas of support; key interventions, key indicators to measure progress, and an implementation plan including annual timelines, targets and required budget outlay.

g. Identify the various markets for selling the products. This will also include the following

i. Identification of major local, regional and, if applicable, distant markets

ii. Assessment of size of markets, volume of sales, market integration/segmentation

iii. Local market structure and enabling environment (e.g. security issues or policies affecting market access)

iv. Market actors (consumers, sellers, traders, middle-men, employers) behaviour

v. Procurement mechanisms, market requirements (standards, conditions for delivery) and prices, wage rates and employment conditions

h. Identify the location setting up the procurement centers

Note: While analysing the Value Chains, following aspects needs to be looked into:
- Identification of various chain actors and their relationship
- Mapping and prioritizing value chains for promotion
- Analyse value chain technical capacities & competitiveness
- Formulate upgrading strategies for the identified value chains

Phase 2: Implementation: The agency will undertake a range of interventions in the block with the objective of creating Producers Collectives covering at least 14000 producers in targeted project area promote them into Producer Groups (PGs) and further federate them in 2 district level Producer Organisations.

i. The TSA also should provide handholding support to producer organizations, including assisting them in developing a business plan and financial projections so as to enable them to move toward commercial viability.

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(Surendra Singh Rathore)
PD (IPs & SHGs), RGUP 2020

[Stamp]
ii. Establish value chain and marketing linkage for two crops i.e. Soybean and Mustard. Implementation of upgradation strategy, monitoring and impact assessment.

iii. Development business services including collecting and disseminating market information

iv. Assist in the areas as technology upgrading, quality management and training which need the focus

v. Establishment of necessary infrastructure for compliance with accreditation systems-quality, hygiene, safety standards etc.

vi. Help producer companies in establishing procurement centres for procurement of targeted crops.

vii. Develop bank linkages for Producer Companies so as to meet various capital needs of producers.

viii. Identifying and formalizing the appropriate market linkages for sale of procured quantity of targeted crops

These interventions will include, but not be limited to:

(1) Conduct Training and Capacity Building Activities: The TSA is required to support RAJEVIIKA to develop Capacity building curriculum, tools and session plan etc., and roll out capacity building plan. The Consultant will conduct the training programmes to CRPs and Producer groups and Producer Organisations in the Value Chain Development and Market Linkage areas.

- Develop training manuals and various IEC materials
- Conduct training programs to Udyog Mitras (CRPs) & FPC functionaries
- Addressing capacity building gaps of producers through training on post- harvest management for selected crops, organizing exposure visits, providing technical inputs and increasing access to market information.

(2) Develop Commodity Value Chains: The consultant is required to support RAJEVIIKA in developing commodity value chain for Soyabeen and Mustard focus on those areas which lead to improvements in value chain performance in farm sector to ensure better price realization for the producers in terms of: (i) reducing the time needed to reach the customer; (ii) taking up local value addition activities (iii) minimizing transactional costs; and (iv) improving the capacity of chain actors to follow and assimilate technology and market developments. The consultant is required to come up with a detailed tools.

(Surendra Singh Rathore)
PD (LPs & BHs), ROSAIP comm/20, FCO
techniques and guidelines for value chain development. The value chain development strategy should be built on a strong and sustainable business model with clearly articulated institutional structure and management systems.

While developing the value chains the Consultant is required to look into the Structural Factors viz., (i) End Markets; (ii) Business Enabling Environment; (iii) Vertical linkages; (iv) Horizontal linkages; and (v) Supporting market and Dynamic Factors viz. (i) Value chain finance; (ii) ICT requirements; (iii) value chain governance; (iv) Inter-firm relationship; and (v) Upgrading aspects of commodity value chains etc., appropriate instructional structure for taking up value chain intervention.

(3) Provide Handholding Support to Producers Enterprises/ Producers Companies: The TSA shall promote Producers Enterprises for two abovementioned commodities identified by RAJEEVIKA. The TSA is also expected to conduct feasibility study for effective implementation of business plans emerging out of market analysis focusing on the following:

- Marketing strategy
- Feasibility and viability study
- Estimation of potential returns and risks
- Investment plans
- Access to Finance

As part of promotion of Producers Enterprise, the consultant is required to take up following key activities, but not limited to.

a) Develop viable business plans: depending on this diagnostic study the agency is expected to develop producer organization wise viable business plans

- Define USPs of the producer enterprise
- Define market linkage
- Financing model
- Benefit to the farmers

b) Develop Business Process and management practices of Producer Enterprises

a. Design Standard Operating Procedures;
b. Human resources management process

c. Guide/provide the support to PE in the preparation of finance and accounting, procurement, material/commodity handling and supply chain management, protocols for payment to farmers

d. Quality control guidelines

c) Monitoring evaluation: Periodic monitoring and evaluation exercises will be conducted to assess the progress of the POs and the project.

(4) Development of MIS: The TSA will develop comprehensive MIS systems to assess the maturity of the POs throughout the project duration on various parameters such as institutional strength, business strength, financial strength, and governance. They will explore opportunities to leverage ICT for monitoring and evaluation purposes.

(5) Institutionalization of MIS Systems: The agency is required to provide handholding support to the POs during the roll out of MIS, reporting and use of MIS reports for monitoring of project progress.

(6) Support Producer Enterprise in Market Linkage: The agency is required to identify major reliable buyers who will be buying the products from the producer enterprise and development of SWOT analysis for each buyer and similar exercises should also be taken up for various markets.

(7) Documentation of approach(s) and lessons learned to take forward: The TSA will compile data from the diagnosis and thematic analysis and performance of the POs and regularly report to RAJEVIKA. The TSA will create a comprehensive report on the project approach detailing PO formation, scale up and capacitating that will be shared with RAJEVIKA. A final project completion report will summarize key activities and results. Based on the learning’s, outcomes and information collected, TSA will also create a platform that will effectively disseminate these learning’s and key findings to all stakeholders in the PO landscape.

(8) Submission of final report: The TSA shall submit a final report indicating the outcomes of proposed project at the end of the project as part of project completion report.

Proposed Team

(Surendra Singh Rethora)
PD (PA & SPI), RDAP, GMB, J&L, R&D
17. The consultant is required to deploy following key professionals for undertaking the assignment. The team should have following key skills and competencies:

i. Good Communication (written & spoken), Problem solver, Analytical skills

ii. Result Orientation, Task Orientation, self-starter, thought clarity

iii. Experience with participatory extension approaches and farming system.

iv. Thorough understanding of value chain of production, processing, storage and distribution with emphasis on market oriented production systems.

v. Should be able to travel extensively within the country.

Key Professionals

1. State Anchor Person (FPO Promotion & Management) - S/he will coordinate the project and will be responsible for the overall management of the project like: strategic planning, implementation of the project; formation of PCs, assisting PCs in adhering to the legal compliances as per the provisions in the Act, helping PCs in getting all the required licenses and permits to carry out the desired activities, developing the systems and processes for the business, provide technical support for commodity handling, developing marketing strategy, logistics and operations management for commodities, developing standard operating procedures, developing strong governance mechanisms. Capacity building of the staff recruited by PCs.

2. Sr. Technical Expert (Value Chain Development / Business Development Services) - The primary responsibilities of Sr. Business Expert (Value Chain Development / Business Development Services) will be to provide technical support on development of guidelines for procurement of agriculture produce from the farmers, developing the systems and processes for various business processes such as procurement, accounting, developing standard operating procedures, development of training manual for UdyogMitras, training of udyogmitras, prepare guidelines for setting up procurement centre and looking after overall process of procurement by PCs formed under the project.

(Surendra Singh Rathore)
PD (LPs & SHGs), RGHVP (cnt JS, RDD)
Establishing forward linkages for the procured agriculture produce and marketing it to institutional buyers for maximizing the share in final value of the produce.

3. **District Anchor Person (FPO Promotion & Management)** - The primary responsibilities of these specialists will be to facilitate community mobilization, formation & capacity building of community institutions, conduct training programs, assisting PC in identification of community cadre and recruitment of staff. District Anchor Person will also be responsible for supporting PC in day to day administrative and managerial tasks.

4. **District Technical Expert (Agri-Business & Procurement of Produce)** - District Technical Expert will help PC in setting up procurement centres, training of UdyogMitras, assisting the udyogmitras in procurement of produce, taking technical care of the procured produce, transport route finalization from the procurement centres, marketing of the produce etc.

Education qualification and experience required for each position is outlined below.

<table>
<thead>
<tr>
<th>Location</th>
<th>Professional required</th>
<th>Experience &amp; Qualification</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Level</td>
<td>State Anchor Person – FPO Promotion &amp; Management [one]</td>
<td>A seasoned professional with a Master's Degree in Agri-business management / Rural Management / Rural Marketing or MBA in Marketing / social sciences from a recognized university/institute with at least 05 years' experience in promoting &amp; supporting large scale - Producer Organizations; Developing systems for governance and management; developing market readiness in Producer Organizations, experience of developing trainings modules for Producer Organizations, commodity analysis, etc.</td>
<td>24 Months based at Jaipur</td>
</tr>
</tbody>
</table>

(Surendra Singh Rathore)
PD (PA & SPO), ROJAP, 443, PSR
| State Level | Sr. Technical Expert – Value Chain Development / Business Development Services [one] | A seasoned professional with a Master’s Degree in Agri-business management / Rural Management / Rural Marketing or MBA in Marketing / social sciences from a recognized university/institute with at least at least 05 years’ experience in designing and providing business development services to Producer Organizations, developing business plans with projections like IRR, ROI and tracking the same, developing effective training modules and materials on business functions, financial planning, P&L handling, conducting value chain studies, identifying the gaps in the chain and hence developing strategies to address the gaps, experience on technology intermediation for FPO support, developing business process and systems for effective business; sound understanding on licenses, permits, compliances for the Producer Organizations. Preference would be given to candidates who have worked in the commercial / corporate sector. | 24 Months based at Jaipur |
| Block Level | District Anchor Person – FPO Promotion & Management [01 per PC] | Degree in rural marketing/ Rural Management/ social sciences with at least 3 years of experience in formation of Producer Organizations, preparing them with all the licensing requirements, developing systems for mobilizing produce, handling governance and management functions of Producer Organizations, developing capacities of the Producer Organizations. | 24 Months based at Sangod block of Kota & Bakani block of Jhalawar |
| Block Level | District Technical Expert – Agri. Business & Procurement of Produce [01 per PC] | Degree in rural marketing/ Rural Management/ social sciences with at least 3 years' experience in marketing of agriculture and allied produce preferably with a Producer Organization. Sound knowledge on commodity market, price fixation, pulse of price trends and fluctuations, existing market systems and regulations, price negotiation and sales realization; relationship management, some knowledge of logistics related to marketing, knowledge of market risks etc. Experience of developing marketing strategies for commodities, market development work. | 24 Months based at Sangod block of Kota & Jhalawar |

18. The TSA will be selected from the empaneled agencies selected by DAY-NRLM on least cost selection method.

Duration and Key Deliverables

(Surandna Singh Rathore)
PD (P&D & S&M), RAS/VP and JL, RDO
19. Services of TSA will be hired initially for a period of 2 years. Payment to the Consultant / Firm shall be made based on timely delivery of services and progress made under the project as indicated below. Further, the consulting firms is required to submit a quarterly report highlighting progress made during the quarter. During the period of engagement, the TSA team is required to deliver the following:

The various activities of the Project and proposed payment are as follows:

<table>
<thead>
<tr>
<th>S.No</th>
<th>Activity</th>
<th>Document</th>
<th>Activity wise Payment</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Signing of Contract</td>
<td>Submission of tentative plan</td>
<td>5%* Against Bank Guarantee</td>
<td>5%</td>
</tr>
<tr>
<td></td>
<td>District Level Start up workshop</td>
<td>Report of workshop and list of attendees</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Deployment of necessary staff</td>
<td>List of staff and their appointment letter with TOR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Base Line Study completion (Baseline report include a individual beneficiaries land holding, sources of irrigation, Production, Post harvest Practices, Marketable surplus and methods of produce sold and compare with secondary data)</td>
<td>Base Line Report</td>
<td>5%</td>
<td>20%</td>
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<tr>
<td></td>
<td>MIS Development</td>
<td>Development of MIS reports for Institution, Business and Finance</td>
<td></td>
<td>5%</td>
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<tr>
<td></td>
<td>DPR completed</td>
<td>DPR report</td>
<td></td>
<td>5%</td>
</tr>
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</table>

(Surendra Singh Rathore)
PD (I,Pl & SNGo), SSA (AP) am JL, RCD
<table>
<thead>
<tr>
<th>Identification, training and deployment of 100 Udyog Mitra (Training and remuneration of Udyog mitra paid by CLF/PC)</th>
<th>List of deployed UM duly verified by CLF/PC</th>
<th>5%</th>
</tr>
</thead>
<tbody>
<tr>
<td>PG Formation</td>
<td>List of PGs with members/MIS</td>
<td>15%</td>
</tr>
<tr>
<td>PC Formation</td>
<td>Registration of PCs (Registration cost paid by CLF/PC)</td>
<td>5%</td>
</tr>
<tr>
<td>Establishment of Procurement centres</td>
<td>Report</td>
<td>5%</td>
</tr>
<tr>
<td>Training to PG/PC</td>
<td>Module and list of attendees</td>
<td>20%</td>
</tr>
<tr>
<td>Required system set up/ Accounting/ Procurement/ Pricing and distribution/ Registers and records</td>
<td>Report</td>
<td>20%</td>
</tr>
<tr>
<td>Procurement process initiated</td>
<td>Report</td>
<td></td>
</tr>
<tr>
<td>Market development and sales of procured crop produce</td>
<td>Sales report</td>
<td></td>
</tr>
<tr>
<td>Introduction of required technology, MIS system</td>
<td>Report</td>
<td></td>
</tr>
<tr>
<td>Handholding to PC and PG (Institution systems and procedure)</td>
<td>Report</td>
<td></td>
</tr>
<tr>
<td>PG Formation</td>
<td>List of PGs with members/MIS</td>
<td>20%</td>
</tr>
<tr>
<td>Market development and sales of procured crop produce (Year 1)</td>
<td>Sales report</td>
<td>20%</td>
</tr>
<tr>
<td>Refreshers training</td>
<td>List of</td>
<td></td>
</tr>
</tbody>
</table>

(Surendra Singh Rathore)
PD (IPs & SHOs), PG/AMP eman JS, RCD
<table>
<thead>
<tr>
<th>Task</th>
<th>Attendees</th>
<th>15%</th>
<th>15%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monitoring of income of PC members</td>
<td>Detail report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Handholding to PC and PG (Market linkages for Graded/processed</td>
<td>Report</td>
<td></td>
<td></td>
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<tr>
<td>products)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Market development and sales of procured crop produce (year 2)</td>
<td>Sales report</td>
<td></td>
<td></td>
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<tr>
<td>Initiate the impact evaluation</td>
<td>Questionnaire and</td>
<td></td>
<td></td>
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<tr>
<td>report</td>
<td></td>
<td></td>
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<tr>
<td>On submission of project completion report</td>
<td>Report</td>
<td>10%</td>
<td>10%</td>
</tr>
</tbody>
</table>

- 5% of advance payment against bank guarantee will be adjusted in second installment.

20. At the end of first year, deliverables for year 2 will be worked out and agreed. Based on the requirement of the RAJEVIKA, the contract may be further extended to one more year.

**Review Committee to Monitor Consultant’s Work**

21. The State Mission Director, RAJEVIKA or designated officer/ team will review the work of the TSA on a quarterly basis. S/He may constitute a review/steering committee to monitor the progress of the agencies from time to time and provide necessary advice. The review/steering committee may also seek comments and inputs on the consultant’s work from MORD and other experts as appropriate.

**Services to be provided by the Client**

22. The Consultant would be provided access to MIS data, internal project communications, correspondence, study reports, manuals, handbooks, policy note and such other material which are not in the nature of classified documents of the RAJEVIKA.

**Ownership**

23. All information collected by consultant will be used only for the purpose of delivering the scope specified in the TOR. No part of the information shall be
used for any other purpose without the prior explicit consent of the client. All material and data collected shall be the property of the client.

**Reporting**

24. The agency will report to the State Mission Director, State Rural Livelihoods Mission, Rajasthan or to the designated officer.

**Performance Review of the TSA**

25. The performance of the TSA will be reviewed by a committee constituted by CEO/State Mission Director, State Rural Livelihoods Mission. This review committee may comprise of SPM(Livelihoods), SPM(Finance), and SPM (Procurement) of the respective RAJEEVIKA in addition to an independent nominee of COM/SMD, of RAJEEVIKA. The committee will review the project on quarterly basis.

26. All reports (including the Inception Report, monthly progress reports, quarterly report, annual report, mid-cycle project assessment report, and final report) are to be submitted by the TSA to COM/SMD.
<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Activities</th>
<th>Sub-Activities</th>
<th>Micro-Activities</th>
<th>Jan'19</th>
<th>Feb'19</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>Selection of project villages</td>
<td>Conduct Baseline Survey</td>
<td>Project inception workshop with stakeholders</td>
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<td>Surveyor format</td>
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<td>Surveyor orientation and survey</td>
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<td>Criteria for Village selection</td>
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<td>Village finalisation</td>
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<td>1</td>
<td>Identification of CRPs/UdyogMitras</td>
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<td>Selection of CRP/UM</td>
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<td></td>
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<td>Training of CRP/UM on PG and Project</td>
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<td>Book of Records</td>
<td>Finalisation of Book of records in PG</td>
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<td>Promotion of Producer Groups</td>
<td>Mobilising Members into PG</td>
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<td>Orientation of members on PG</td>
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<td>Training to members of PG groups</td>
<td>Harvest and post management training on Soybean &amp; Rapseseed-Mustard Crop</td>
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<td>FPC roles, relevance and business operations</td>
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<td>Shareholder drive</td>
<td>Mobilising PG members to become shareholders</td>
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<td>Meeting with Shareholders for business plan/ Ideas</td>
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<td>Election of Promoters</td>
<td>Promoters to elected amongst the share holders</td>
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<td>MoA&amp;AoA</td>
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<td>Certificate of incorporation</td>
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<td>Legal requirement and schedule of RoC Compliance</td>
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(Surendra Singh Rathore)
PD (PL & SHG), RDA & D, RDO
<table>
<thead>
<tr>
<th>Recruitment of FPC Officials</th>
<th>CEO, Accountant &amp; 3 operational personnel</th>
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<tr>
<td>Obtaining Necessary Licensees for Business Activity</td>
<td>GST, Mandi License, Registration on NeML, Comtrack Account etc.</td>
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<tr>
<td>Training of BoDs &amp; FPC Officials</td>
<td>Governance and compliance, Financial management, Business Operations management</td>
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<td>Identification of Procurement Centre</td>
<td>Estimation of Number, Identification of location, Finalization of Procurement Centre, Rent Agreement and other Terms and Condition, Setting up of Procurement Centre, Procurement of Machines required at the centre</td>
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<tr>
<td>Training of Udyog Mitras on Procurement Procedures</td>
<td>on assaying quality of produce, Price determination, Weighting and Packaging of procured produce</td>
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<tr>
<td>Establishing Systems for Procurement</td>
<td>Developing Book of records to be maintained at Procurement Centres, Payment mechanisms</td>
</tr>
<tr>
<td>Warehouse finalization at central level</td>
<td>Estimation of material to be stocked, Identification of WSPs, Understand the terms and conditions of WSPs, Rate negotiation with WSPs, Agreement done with WSPs</td>
</tr>
<tr>
<td>Logistics Arrangement</td>
<td>Developing transport routes</td>
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<tr>
<td>Post procurement</td>
<td>Finalization and reconciliation of Spot sales, delivery and payments tracking and MIS</td>
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(Surendra Singh Rathore)
PO (IPs & SHOs), RGAVP cum JS, RDD
<table>
<thead>
<tr>
<th></th>
<th>procurement</th>
<th>Development of other marketing Linkages</th>
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<tr>
<td></td>
<td></td>
<td>Warehouse management and upkeep of stocked goods</td>
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<td>Payments to vendors and service providers and payments for expenses</td>
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<td>Interest payment and loan repayment if any</td>
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<td>Closing of books of accounts and reporting</td>
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<td>Development of MIS system</td>
<td>PC information</td>
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<td>Various MIS modules</td>
<td>Shareholder information</td>
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<td>Business activity details</td>
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</table>

(Surendra Singh Rathore)
PD (LPs & SHGs), RGWP and JS, RDD
## Key Member Deployment along with Contact Details

<table>
<thead>
<tr>
<th>Main Disciplines</th>
<th>Name of Key Expert</th>
<th>Contact Details</th>
</tr>
</thead>
</table>
| State Anchor Person (PC Promotion & Management) | Mr. Surendra Verdia | Email: surendra@accessdev.org  
Mobile: +91 893880100 |
| Sr. Technical Expert (Value Chain Development / Business Development Services) | Hemant Kumar Dixit | Email: hemant@accessdev.org  
Mobile: +91 7877788880 |
## SUMMARY OF COSTS

<table>
<thead>
<tr>
<th>Particulars/Item</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Proposed Costs in accordance with Clause 15.4 of the Data Sheet</td>
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<tr>
<td>Cost of the Financial Proposal</td>
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<tr>
<td>1) Remuneration</td>
<td>67,20,000</td>
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<tr>
<td>2) Reimburseable</td>
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<tr>
<td>Total Cost of the Financial Proposal</td>
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*(Cost will be the basis for evaluation of financial proposals)*

(i) As per prevailing rates

**As per prevailing GST Rate SbH**

**As per prevailing Local Tax**

(Surendra Singh Rathore)
PD (I.P & SHCG), RG/WP-en JS, RCD
Appendix 'E'

DESCRIPTION OF APPROACH, METHODOLOGY IN RESPONDING TO THE TERMS OF REFERENCE

a) Detailed Technical Approach / Strategy / Process proposed to adopt
b) Work Plan of the said assignment
c) Organization and Staffing pattern proposed to provide

a) Detailed Technical Approach / Strategy / Process proposed to adopt

Background:
Rajasthan is the largest state in India in terms of area. Agriculture is the major driver for the state economy with the same contributing to 24% of state's GSDP in 2016-17. The State has 14% of India's cultivable land, which accounts for 25.55 Mn hectares. Enrolled with 10 agro-climatic zones, Rajasthan leads in the production of a large variety of crops in India.

Although the agricultural sector has grown slowly in the last one decade, it has tremendous potential for improved productivity and possible expansion of employment opportunities and consequently mitigating the levels of rural poverty. These gains can be achieved only if concentrated efforts are made to realize the untapped potential of this sector. Among others, one way of improving the productivity, profitability and sustainability of farmers, especially small and marginal producers, is to bring them together into a formal institutionalized arrangement, aggregate their produce and link these bodies to the agri value chain.

The state government is committed to transform its agricultural landscape by actively promoting global best practices. The government also has aims to double the farmer's income by 2020, and has planned various interventions to attain the same. Out of the various interventions, PC promotion and linking to market has also been identified one of the important interventions for benefit of farmers. Under this intervention, farmers are mobilized into groups called Farmer Interest Groups (FIGs), forming Farmer Producer Organizations (PCs), strengthening their capacity through various inputs on agricultural best practices for enhancing crop productivity in a sustainable manner, ensuring access to and usage of quality inputs and services, and facilitating access of the producer groups to fair and remunerative markets for marketing the crop produce as well as their value added products, where feasible.

Value Chain Development Project

Objectives of the Project

Through this it is expected to increase the contribution of the agribusiness sector to Gross Domestic Production of the State, higher price realization to the farmers, and employment through commodity specific value chain strengthening, increased agribusiness investments; entrepreneurship development, value addition and product innovation, market information dissemination, finance/credit accessibility, establishment of strong backward – forward linkages (domestic and exports), mobilization of funds various institutions.

The main objective of this assignment is to provide technical assistance and program implementation support to RAJEETIKA / RGAVP as well as to the participating and Community Based Organizations (CBOs)/ Cluster Level Federations and Producers organizations in the development of market linkages in the agriculture, products so that these become profitable, bankable, and self-sustaining in the long run. Some of the main components of this objective would be:

(Surendra Singh Rathore)

PD (BP & BNGP), RGAVP cum Jt. KOD
a. Identify key products covering Agriculture and allied activities and NTFP segments that have potential for development of value chain and market linkages in the State.

b. Facilitating access to technology to address critical gaps in production, post-harvest and processing, marketing etc.

c. Facilitating partnerships development/linkages with key knowledge/technology institutions, private firms, marketing institutions;

d. Identifying key market players and helping the producer enterprises to build linkages with them;

e. Support RGAVP in setting up of Producers Enterprises/Producers Companies, preparation of business development plans and provide support in implementation of value chain development and marketing.

f. Providing advisory and hand holding support to the RGAVP in the implementation of value chain development approaches/models, business development plan, market analysis, cost benefit analysis and facilitating preparation of detailed implementation report (DIR) etc.

g. Development of manuals; standard operating procedures, for smooth functioning of producer enterprises;

h. Work closely with the National and State Mission in the roll out of value chain and market linkage initiatives etc.

The project covers Sangod Block of Kota district and Aklera & Bakani Blocks of Jhalawad.
Scope of Service

Value Chain Studies
- Cluster wise identification of potential commodities
- Value chain study of identified potential commodities
- Identification of micro level gaps at cluster level
- Intervention plans for identified gaps

Business Models/Plans
- Development of business models/plans for Community based organizations (CBOs)/PC on the basis of cluster specific value chains and available resources (Land, water, infrastructure) etc.

Financial Linkage
- Establishing financial linkages of prospective CBOs/PCs to financial institutions including available government schemes for credit and grants

Incubation & Entrepreneurship
- Agribusiness skill development of prospective CBOs/PCs

Knowledge Sharing
- Organising workshops, seminars and developing web portal
- Managing network of producers, experts, industry, aggregators, processors, exporters and
- Publication of successful business models

Backward and Forward Linkages
- Cluster specific inputs and market linkages for agriculture commodities

(Surendra Singh Rathore)
PD (LP & SHG), RGWP out 35, RDO
Overall Approach

Stakeholders and Components.

Knowledge Repository
- Cluster specific potential commodities
- Value Chain Studies
- Field survey & meetings
- Identification of Gaps
- Skill gap assessment intervention required & strategies
- Central/state support schemes
- Business Models
- Business Plans
- Implementation strategies/plan

Value Chain Development
- Incubation & Handholding support
- Financial linkages
- Access to credit & schemes
- Training & capacity building of key value chain stakeholders
- Backward & Forward linkages
- Buyers-sellers meets
- Linkages and database of institutes, experts, buyers etc. in the sectors
- Attracting private investments

Project Stakeholders
- FGs/ICs/TCSCs/CBOs
- Agri Entrepreneurs'
- APMCs
- Service Providers (SPs)
- KGVAP
- State Line Departments
- Banks

Project Management
- Office & infrastructure
- Technical team for smooth planning, execution, backup, review, monitoring, supervision, exit strategy etc.
- MIS, DPRs and documentation of all reports, annual action plans, budgets, database management etc.
- Surveys & Feedback
- Handholding of key stakeholders

Knowledge Dissemination
- Website and portal for information and e-learning
- Seminars/Workshops/Conferences
- Technical Manuals on specific sector issues/ specific commodities
- Handouts/Brochures/Leaflets/Posters/CDs
- Research reports/Newsletters
- Success stories

TSA realize the importance of capacity development of internal organization established by the state governments. Thus, TSA will work closely with existing organizations like Dept. of Agriculture, Dept. of Horticulture, Dept. of Agriculture Marketing/RSAMB, Dept. of Animal Husbandry, Rajasthan State Ware Housing Corporation, Dist. Industries Center and Lead Bankers and also National Institute of Agriculture Marketing—which will be engaged in imparting trainings to primary stakeholders.

Focus are shall include developing a step-by-step approach for facilitating implementation of activities like Cluster wise identification of potential commodities, their value chains.
b) Work Plan of said assignments:

Activity-wise Technical Approach and Methodology

Activity No. 1: Value chain studies of selected commodities (Mustard and Soyabeen) including identification of Gaps and Interventions

Sub Activity- 1: Value Chain Analysis of identified Commodities.
Value chain analysis of the selected commodities will be done in order to ensure that the market and consumer demands determine the nature, conduct and performance of the modern agribusiness at any point of the chain which will aim at making agricultural production and marketing more efficient through value addition and improved returns for the actors along the chain. In other words, this will increase the competitiveness of a commodity and the chain as a whole. The value chain analysis of three commodities will examine the connections of all the actors in a chain, describe and outline the particular activities and actors of chain in production, marketing and distribution, point out who and where is value added along the chain, bring out the structure and capacities of the actor organisations, stipulate quality and effectiveness of existing business development services providers to find ways of improving the chain’s competitiveness, identify the challenges the chain faces that limits its development and competitiveness, articulate the contexts in which chain operates e.g. the legal framework and geographical area and high light the management concern of natural resources and the technological aspects that affects the chain.

These value chain analyses will help in developing the cluster wise intervention models for each identified commodity. In consultation with the Review committee, after one month of commodity identification, the value chain study will be initiated.

The team proposes a mixed approach to the study, wherein three wider and deeper understanding of value chains of selected potential crops can be captured. Therefore, the study will be based on combinations of research methods including secondary research, primary survey and qualitative assessment for comprehensive analysis. Participatory meeting / Focus group discussions with the producers in groups and associations, aggregators, transporters, facilitators, commissioned agents, wholesalers, retailers and ultimate customers will be done by the technical experts. A round table consultation comprising all the actors will be organised to discuss and develop a common approach towards addressing constraints and moving forward a commodity specific value chain as mentioned above.

(Surendra Singh Rathore)
PD (P&D & SHG), RGWP cum 26, KZO
The value chain assessment shall entail:
1. Production
2. Price (Value) and its fluctuations
3. Stakeholders involved in the value chain and their roles
4. Price Markups and margins
5. Post-harvest losses
6. Value addition at each stage
7. SWOT analysis
8. Infrastructure availability
9. Challenges in the supply chain

Methodology

Secondary research

This step will serve as a preface of the study, providing basic understanding of state, production clusters, crop profile in the identified project area (3 blocks in 2 districts), existing levels of production and surplus, marketing infrastructure available for potential crops as well as infrastructure facilities for logistics, storage and marketing.

Secondary Research shall entail data collection from the following sources:
• Data collection from World Bank, State Agriculture Department, State Horticulture Department, State Agriculture Marketing Board, Lead Bank, NHB, AGMARKNET and other database to ascertain
  o Major crops and production clusters
  o Current area, production and productivity,
  o Marketing surplus, markets, marketing channels, trade
  o Pre and post-harvest losses:
    o Current status of the pre and post-harvest handling infrastructure, logistics, level of processing and basic facilities
• Literature study on current supply & value chains
• Others as required

Primary Research and Value Chain Assessment
Primary research for detailed understanding of the flow of identified produce (agri & horti) and value created /added at each level, stakeholders across the value chain will be carried out by in-depth face to face interviews with various identified stakeholders/officials through structured questionnaires having three quantitative and qualitative set of questions.

Once potential crops, production clusters and markets are identified, primary respondents will be approached based on stratified random sampling method. Stratification of respondents will be done based on targeted crops (agri & horticulture) for the survey; it will be ensured that minimum targeted numbers of respondents in each category for each crop are contacted.

Target Respondents and Sample Size

a. Farmers’ and farmers organizations;

b. Market Intermediaries (Commission Agents, Wholesalers, Retailers);

c. Service Providers (pack-houses, dry/cold-storage, logistics providers, food processors);

d. Officials (State Agriculture Department, State Horticulture Department, State Agricultural Marketing Board, ATMA, SFAC, NFSM, NABARD);

e. Others (Organized Retail Chains, Investors, Entrepreneurs)

For detailed value chain mapping, 2 commodities shall be shortlisted from all the identified potential crops (agri and horti) across the identified districts.

For each value chain assessment 5 farmers’ group, 5 market intermediaries and 5 service providers will be surveyed to get desired information.

Tentative sample size / number of respondents for primary survey

<table>
<thead>
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<th>Stakeholders</th>
<th>Numbers</th>
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<tbody>
<tr>
<td>Farmers’ group / Cooperatives</td>
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</tr>
<tr>
<td>Market Intermediaries (Commission Agents, Wholesalers, Retailers)</td>
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</tr>
<tr>
<td>Service Providers (pack-houses, dry/cold-storage, logistics providers, food processors)</td>
<td>10</td>
</tr>
<tr>
<td>Officials (State Agriculture Department, State Horticulture Department, State Agricultural Marketing Board, ATMA, SFAC, NFASM, Lead Bank, NABARD)</td>
<td>5</td>
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</tbody>
</table>

(Sunanda Singh Rathore)
PD (P/Ps & SHM), RGK/P exh 23, RDO
In case of service providers (such as pack-houses, dry/cold-storage, logistics providers, food processors), it may not be possible to find required number of respondents in a particular cluster, therefore total number of respondents will be targeted from the identified cluster.

In case of other stakeholders, indicative 10 officials (State Agriculture Department, State Horticulture Department, State Agricultural Marketing Board, ATMA, SFAC, NFSM, Lead Bank, NABARD) and 5 others (Organized Retail Chains, Investors, Entrepreneurs within and outside state) will also be covered.

The sample sizes mentioned above are tentative and can be changed post meeting RGAVP. The actual sample size (mutually agreed upon) shall be reflected in the inception report.

**Milestones:**
1. 2 value chain prepared.
2. Cluster wise 2 intervention models prepared.

**Outputs:**
1. 2 value chain reports
2. 2 cluster intervention models

**Duration:**
4 months

**Sub Activity No. 2 Scouting of technologies and suitable & replicable business ideas in agriculture and allied sector related to commodities identified in the value chain studies.**

Post identification and value chain assessment of identified commodities; opportunities shall be identified across the value chain. This phase of the study shall include extensive secondary research and study of the available sources of information for innovative business cases/models for similar/same commodities followed by Primary research for detailed understanding of successful case study from the executing agencies through in-depth face to face interviews with identified stakeholders and institutions.
Methodology

The TSA will scout and identify technologies and suitable and replicable business ideas related to the commodities in the value chain by reviewing the literature and also by way of consulting/meeting with the Market participants and representatives of relevant business models - such as producers, aggregators, transporters, facilitators, commissioned agents, wholesalers, retailers and ultimate customers. Existing service providers such as cold storage, pack houses, reaping, slaughter house, processors will be mapped in the operational area for developing local entreprenuers for providing productive services to value chain actors. More importantly, a survey will be conducted to assess the potential for establishing new marketing venture for PC, e-trading/marketing and the role of local aggregators. Moreover, a roundtable consultation will be organized to get the feedback of the market participants and relevant agencies. The report will be prepared based on the data collected and feedback received from the market players.

Milestones:

1. PC shall be able to establish need based services to the farmers in terms of cold storage, pack houses, grading, sorting yard etc.
2. PC shall be able to undertake the new ventures and perform the role of local aggregators.

Outputs: Study reports for innovative business models

Duration: 6 months

Activity No.2 Promotion of Producers Groups (PGs) and federate them into Producers Companies (PCs)

Post identification and value chain assessment of identified commodities TSA will undertake a range of interventions in all the three blocks with the objective of creating Producers Collectives covering at least 14000 producers in targeted project area promote them into Producer Groups (PGs) and further federate them in 2 district level Producer Organizations.

Role of ACCESS in the PC formation process:

Seeing that, the farmers by themselves would not be able to unite, aggregate and work cohesively to sustainably run business operation of the companies, ACCESS entrusted with the responsibility of providing hand holding support to the PCs from farmer mobilization to company formation stage.

ACCESS would therefore will play a complete nurturing role for productivity Cluster identification, Diagnostic study of the area, undertaking a feasibility analysis for the proposed PC, undertaking a base line survey to assess the potential of the PC, undertake business planning/ farmer mobilization/ PC registration systems development / initiate sustainable business operations in agri-input and output segment and facilitate assessment and audit of the PCs.

Steps for PC formation

Selection of Project Villages in identified blocks/ clusters – ACCESS would identify the crop clusters and village list for PC promotion

(Surendra Singh Rathore)
Identification of CRPs/Udyog Mitras – After selection of the villages in the respective blocks, the Access will support clients in identification of Udyog Mitras and will orient them on project objectives and understanding of PG.

Mobilization farmers into PGs – Once a strong case has been established with the help of a select group of farmers through the business planning process, it is time to mobilize farmers into PGs and eventually as farmer-members of PCs. Mobilization of farmers would be done with a variety of communication aids like – pamphlets, regular village-level meetings, proper vision development of promoter-farmer-members. Promoter-farmer-members are those who are eager to form a PC on voluntary basis, having understood the importance and potential benefits of forming PCs, obtained through training programmes and exposure provided by SHT of RJs.

Organizing and formalization – The farmers will be mobilized into PGs and then they will be federated into Producer Companies. PCs can be registered under the Producer Company provision under the Companies Act Sec-9A.

GENERAL OVERVIEW OF THE PC STRUCTURE AND THE SERVICE MODEL

PC formation process

PC Service model

(Surendra Singh Rathore)
PO (P&Shs), RAGP, PJSP JSL, RDD
All the PCs will be formed by mobilizing farmers at village level, and further mobilizing them into PGs, Clusters and into Farmer Producer Companies. The Board members of the companies are farmers who first became members of the PGs, further represented from PGs to the clusters and then to the company.

**Milestones:**
1. Establishment of PCs one at each District

**Outputs:**
1. 4 Business Plan Developed for PCs in 2 years
2. 2 PCs registered under company act
3. Marketing linkage for both the crops i.e. Soybean and Mustard under PCs

**Duration:** 11 months

Activity No. 3 Conduct Training and Capacity Building Activities for CRPs and PCs
ACCESS is already involved in incubation of Producers Companies in Rajasthan for the last 10 years and would continue its effort to identify areas of opportunities and encourage PCs to start up agri-business by actively taking up with their issues with the Govt. for creating an enabling business-friendly environment in the state. More importantly, the Producers companies will be helped out to develop appropriate business plan or proposal for financial linkage with any financial institutions and govt.

Incubation support services will help the PCs, to nurture the development of entrepreneurs, help them survive and grow during the start-up period, when they are most vulnerable. The incubation services will provide the PCs with business support services and resources tailored to young firms. The most common goals of this incubation services are creating jobs in the community, enhancing a community’s entrepreneurial climate, retaining businesses in a community, building or accelerating growth in the local area, and diversifying local economies.

(Surendra Singh Rathore)
Pd (UJs & SHGs), RSMVP gram JK, ROO
After formation of the PC training on various aspects of enterprise development will be conducted such as develop capacity building curriculum, tools and session plan etc., and roll out capacity building plan. Training programmes will be conducted for CRPs and Producer groups and Producer Organizations in the Value Chain Development and Market Linkage areas.

- Develop training manuals and various IEC materials
- Conduct training programs to Udyog Mitras (CRPs) & FPC functionaries
- Addressing capacity building gaps of producers through training on post-harvest management for selected crops, organizing exposure visits, providing technical inputs and increasing access to market information.

Sub Activity-1: Incubation support to PCs and Holding to run an enterprise
To develop the business and managerial skills of the personnel from Producer companies' capacity building programme will be organized in a phased and structured manner. Once the training need assessment is completed during selection of the PCs, TSS will start developing the Five day training module and course materials. All the training programmes will be residential in nature. The course curriculum will include

Related to Production
- Production Technology: Improved package of practices, modern technology such as poly houses, green houses, vermi compost, stacking, use of organics like panchagavya, neem cake, compost etc. crop rotation/crop planning, irrigation management, nursery management.
- Integrated Pest Management (IPM): Preventive cultural practices, monitoring, mechanical controls, biological control and responsible pesticide use
- Post-Harvest Management: Cleaning, grading, sorting, making post-harvest products, storage etc.
- Marketing: value/supply chain, concept of collective marketing (through aggregator), role of different market players, price fixation.

Related to Producer Companies
- Structure and Governance
- Role of Producer Companies, Services offered by Producer companies
- Financial management
- Risk Management
- Human Resource Management
- Procurement and Marketing
- Market Act & rules
- Statutory Requirements

Resource Persons having the expertise of institution building and production technology will be outsourced as and when required to impart trainings.

ACCESS has already developed a number of modules and manuals along with video clips for ICT extension will be used in these training programme.

Milestones: It is expected that by these training programmes, a cadre of grassroots professionals will be developed in two years

Outputs: Imparted training on the above subject matters to personnel from PCs.

Duration: 24 months

(Surendra Singh Rathore)
Training Reports including list of Participants with photographs will be submitted to the clients along with the monthly progress report.

Sub Activity- 2: Capacity Building of PMU and Line Deptt. Officials and institutions linked to the project
In order to continue the need based training programmes for PCs after the withdrawal of the consultant, 5 day training programme will be conducted for the PMU staff, line department’s officials and institutions linked to the project. Apart from the most of the aspects of training curriculum meant for the PCs, training on
- Training Need Assessment
- Development of Training Calendar
- Designing of various training,
- Development of Training Curriculum
- Duration of the training programmes
- Developing cost norms for training and exposure
- Database management
- Value chain management,
- Assessment of potentials for agribusiness venture,
- DPR preparation and Project Management

The training programme will be residential in nature and each programme will comprise of 25 participants

Milestones:
It is expected that by these training programmes, a cadre of 20 professionals will be developed in two years (1st year – 10, 2nd Year – 10) to efficiently supervising the project interventions activities and impart knowledge and skills.

Outputs:
Imparted five day training on the above subject matters to 10 personnel from PMU and line depts.

Duration: 9 months

Reports: Training Reports including list of Participants with photographs will be submitted to the clients along with the monthly progress report

Activity No. 4 Cluster specific inputs & market linkage for agriculture (Value Chain Development)
Once the capacity building of the PC personnel is over, the cluster specific inputs will be provided. Through these personnel, the PCs will be oriented to develop the practice of crop planning, inputs demand estimation by each and every farmer. Further, each PC through their personnel will be oriented what services each PC should offer to their producers. The services may include

a. Input Supply Services: The PC will provide low cost and quality inputs to member farmers. It will supply fertilizers, pesticides, seeds, sprayers, pump sets, accessories, pipelines.

b. Procurement and Packaging Services: The PC will procure agriculture produce from its member farmers; will do the storage, value addition and packaging.

c. Marketing Services: The PC will do the direct marketing after procurement of agricultural produce. This will enable members to save in terms of time, transaction costs, weigh losses, distress sales, price fluctuations, transportation, quality maintenance.
d. **Insurance Services:** The PC will facilitate various insurance like Crop Insurance, Electric Motors Insurance and Life Insurance.

e. **Technical Services:** PC will promote best practices of farming, maintain marketing information system, diversifying and raising levels of knowledge and skills in agricultural production and post-harvest processing that adds value to products.

f. **Networking Services:** Making channels of information (e.g. about product specifications, market prices) and other business services accessible to rural producers; facilitating linkages with financial institutions, building linkages of producers, processors, traders and consumers, facilitating linkages with government programmes.

**Milestones:**
- Remunerative marketing of farmers’ produce and increased farm returns.

**Outputs:**
1. Inputs and output market linkage for 2 PCs
2. Database of buyer (traders, aggregators, processors etc.) and sellers (inputs, raw materials, etc.)
3. Buyer seller meets 1/year per district

**Duration:** 24 months

**Reports:** The progress of the marketing of the Producer companies will be submitted along with the monthly progress report to the client.

**Activity No. 5 Management & Administration**

**MIS and Standardization of formats / Templates**

Standardization of business plan templates and training on the same will facilitate gearing the process, achieve uniformity to facilitate process of scrutiny and accelerating approval process of FCSC proposals at sub-office level. All the business plans for district level support will be prepared in English and the proposals to be forwarded to GOI for accessing funds will be prepared in English. These templates along with other formats to comply procedural needs of licensing, registration etc. will also be uploaded on RGAVP project website for easy download and use.

A MIS of all the activities will be developed and maintained. More specifically, monthly, quarterly, bi-annual and annual reports will be submitted timely to RGAVP for review, monitoring and evaluation of RGAVP along with the timely submission of the DPR and Annual Action Plan including the budget for approval of RGAVP.

The Team Leader at HQ and Coordinator at Sub-offices will undertake monthly planning and review to ensure timely delivery of outputs.

TSA will finalize an internal reporting system. This reporting will form part of MIS which will provide will cover all activities at sub-office level and state level. The activities for reporting will comprise of activities defined in Work Schedule Tech and covers not only coordination and knowledge building actions but also activities relating to handholding aimed at capacity development of stakeholders.

The reporting will be followed by monthly review on progress as well as activity specific reviews. The HQ staff will participate in the review meetings at least once a quarter so that the consolidated plan is implemented.

**Financial management**

(Surandra Singh Rathore)
PD (FA & SS & A), RGAVP ex-officio, MOD
ACCESS will be engaged in all financial transaction of the consultancies. All the financial reporting and statutory audit requirements will be complied by the ACCESS as defined in the work plan. The system developed for internal and external audit in RGAVP will cover all the activities of the Project. The withdrawal strategy will be developed before six months of the project closure and administered only after its approval.

**Reports to be submitted**

<table>
<thead>
<tr>
<th>Table: List of Reports to be submitted during Project Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Detailed Project Report (DPR)</td>
</tr>
<tr>
<td>• Annual Action Plans</td>
</tr>
<tr>
<td>• Monthly, Quarterly, Annual Progress Reports and Budget</td>
</tr>
<tr>
<td>• Audit Compliance Reports</td>
</tr>
<tr>
<td>• Study reports of 3 block potential commodities</td>
</tr>
<tr>
<td>• Value Chain Study report of identified commodities</td>
</tr>
<tr>
<td>• Comprehensive Training Strategy Report</td>
</tr>
<tr>
<td>• Capacity building and Incubation Report</td>
</tr>
<tr>
<td>• Training Completion and Evaluation Report</td>
</tr>
<tr>
<td>• Stakeholders Satisfaction Survey and Feedback Report</td>
</tr>
<tr>
<td>• Annual Policy Seminar/Workshops Report</td>
</tr>
<tr>
<td>• Annual State Conference Report</td>
</tr>
<tr>
<td>• Buyers-Sellers Meet Report</td>
</tr>
<tr>
<td>• Success Stories/Brochures/Leaflets and Other Publications</td>
</tr>
<tr>
<td>• Project Completion Report</td>
</tr>
<tr>
<td>• Exit strategy &amp; Management Plan</td>
</tr>
</tbody>
</table>

**Duration:** 24 months

c) **Organization and Staffing.**

As mentioned earlier, highly skilled and experienced sector experts working in ACCESS will constitute the Key experts. The team will be lead by Vice President/State Head of ACCESS Development Services – who has led several such outcome based projects – to drive day to day accountability. Other key staff will be State Anchor Person – PC Promotion & Management (1), Sr. Technical Expert – Value Chain Development / Business Development Services (1). These key experts will be operating from the head office, where as unit manager (1) District Anchor Person – PC Promotion & Management (2) District Technical Expert – Agri Business Procurement of Produce (2). Moreover, experts from other domain such as institution.
capacity building, business plan development, financial linkage, documentation will be leveraged from ACCESS.

The key experts are handpicked following a very exhaustive due diligence not only to make sure they have the right CV but even more importantly the right commitment and staying power to drive the project of this nature which requires grass root presence.

**Experts/Staff Allocation**

<table>
<thead>
<tr>
<th>Type of Expert</th>
<th>Designation</th>
<th>Role/s</th>
</tr>
</thead>
<tbody>
<tr>
<td>Key Expert</td>
<td>State Anchor Person (PC Promotion &amp; Management)</td>
<td>Overall coordination, planning, execution and management of the project; liaising with the donor and external stakeholders / govt departments. Responsible for timely competition of all the activities, Develop and fine tune and implementation of the Rajasthan Agribusiness Policies, reports and Returns and accountable for the project deliverables including knowledge management (organising workshops, seminars, dissemination of best practices).</td>
</tr>
<tr>
<td>Key Expert</td>
<td>Sr. Technical Expert (Value Chain Development / Business Development Services)</td>
<td>Provide technical support on development of guidelines for procurement of agriculture produce from the farmers, developing the systems and processes for various business processes such as procurement, accounting, developing standard operating procedures, development of training manual for Udyog Mitras, training of udyog mitras, prepare guidelines for setting up procurement centre and looking after overall process of procurement by PCs formed under the project. Establishing forward linkages for the procured agriculture produce and marketing it to institutional buyers for maximizing the share in final value of the produce.</td>
</tr>
<tr>
<td>Non Key Members</td>
<td>District Anchor Person (PC Promotion &amp; Management)</td>
<td>Facilitate community mobilization, formation &amp; capacity building of community institutions, conduct training programs, assisting PC in identification of community cadre and recruitment of staff. District Anchor Person will also be responsible for supporting PC in day to day administrative and managerial tasks.</td>
</tr>
<tr>
<td>Non Key Members</td>
<td>District Technical Expert (Agri-Business &amp; Procurement of Produce)</td>
<td>Promotion of Producers Company for setting up procurement centers, training of Udyog Mitras, assisting the udyog mitras in procurement of produce, taking technical care of the procured produce, transport route finalization from the procurement centers, marketing of the produce etc.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Role of Key Expert</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surendra Verdia</td>
<td>Refer Form Tech 6</td>
</tr>
<tr>
<td>Hemant Kumar Dixit</td>
<td>Refer Form Tech 6</td>
</tr>
</tbody>
</table>

(Surinder Singh Rathore's)
PG (LPh & SAd), R3AIP.am JSS, RDO
<table>
<thead>
<tr>
<th>District Anchor Person (PC Promotion &amp; Management)</th>
<th>Manohar Vishnoi</th>
<th>Refer Form Tech 6</th>
</tr>
</thead>
<tbody>
<tr>
<td>District Technical Expert (Agri-Business &amp; Procurement of Produce)</td>
<td>Sushant Pushkarna</td>
<td>Refer Form Tech 6</td>
</tr>
<tr>
<td>District Anchor Person (PC Promotion &amp; Management)</td>
<td>Rakesh Kumar Rathore</td>
<td>Refer Form Tech 6</td>
</tr>
<tr>
<td>District Technical Expert (Agri-Business &amp; Procurement of Produce)</td>
<td>Md. Tavish Malik</td>
<td>Refer Form Tech 6</td>
</tr>
</tbody>
</table>
# Appendix F: Work Plan Against Project Deliverables

<table>
<thead>
<tr>
<th>No.</th>
<th>Deliverables</th>
<th>Months (Duration: 24 Months)</th>
<th>Total person Months</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Activity-1</td>
<td>Value chain studies of selected commodities (Mustard and Soyabean) including identification of Gaps and Interventions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sub Activity-1</td>
<td>Conducting Value Chain Study of both identified commodities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D-1</td>
<td>Value Chain Study of mustard and Soyabean</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1) Data collection through FGD, Consultation</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2) Analysis and drafting of report</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3) Round table discussion to arrive at common approach</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4) Delivery of Value Chain Report</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>5) Submission of Cluster wise intervention model for each commodity</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>6) Feedback incorporation &amp; Submission of Final Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sub Activity-2</td>
<td>Scouting of Technologies and Suitable &amp; Replicable Business Ideas and developing value chains</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D-2</td>
<td>Develop Innovative Business Models</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1) Review of Literature and participants and representatives of relevant business Models</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3) Survey of existing infrastructure</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Signed by Singh Rathore)

PD & SHG Group cum US, ROO
## Activity 4: Cluster specific inputs and market linkage for Agriculture (Value chain development)

<table>
<thead>
<tr>
<th>D-7</th>
<th>Input linkages</th>
</tr>
</thead>
<tbody>
<tr>
<td>1)</td>
<td>licensing of the PC</td>
</tr>
<tr>
<td>2)</td>
<td>Facilitating inputs marketing/linkage to farmers</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>D-8</th>
<th>Marketing Linkage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1)</td>
<td>Collective marketing in the PCs for Mustard and Soyabean</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>D-9</th>
<th>Processed product marketing linkage farmers</th>
</tr>
</thead>
<tbody>
<tr>
<td>1)</td>
<td>Licensing</td>
</tr>
<tr>
<td>2)</td>
<td>Branding</td>
</tr>
<tr>
<td>3)</td>
<td>Packaging</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>D-10</th>
<th>Data base of buyers and sellers</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>regional, national and foreign buyers and sellers &amp; database</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>D-11</th>
<th>Buyers - Sellers meet 1 per district</th>
</tr>
</thead>
<tbody>
<tr>
<td>1)</td>
<td>Buyers-Sellers Meet</td>
</tr>
<tr>
<td>2)</td>
<td>e-trading</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Activity 5: Management &amp; Administration</th>
</tr>
</thead>
<tbody>
<tr>
<td>D- 12</td>
</tr>
</tbody>
</table>

(Surendra Singh Rishra)
<table>
<thead>
<tr>
<th>1) Recruitment of Experts</th>
</tr>
</thead>
<tbody>
<tr>
<td>2) Orientation on Project</td>
</tr>
<tr>
<td>3) Inception Report</td>
</tr>
<tr>
<td>1) Drafting of Report &amp; Incorporating Comments</td>
</tr>
<tr>
<td>2) Delivery of Final Report</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1) Detail Project Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Preparation of Detail Project Report</td>
</tr>
<tr>
<td>2) Incorporating Comments</td>
</tr>
<tr>
<td>3) Delivery of Final DPR</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1) Reporting</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Submission of Monthly Progress Report</td>
</tr>
<tr>
<td>2) Submission of Quarterly progress Report</td>
</tr>
<tr>
<td>3) Submission of Biannual progress Report</td>
</tr>
<tr>
<td>4) Submission of Annual Progress Report</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>1) M&amp;E Framework and MIS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Work &amp; Managing Information System</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1) Withdrawal Strategy</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Dev. Of Withdrawal Strategy &amp; Its administration</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1) Project Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Submission of Project Completion Report</td>
</tr>
</tbody>
</table>

(Surendra Singh Rathore)
PD (F,Ps & SPOs), R&MP comm.45, ICDC
The minutes meeting of technical negotiation held with Ms ACCESS Development Services. The meeting was held with the representatives of Ms ACCESS Development Services and for technical negotiation on 13 February, 2019. Following were present:

1. Mr. Leelavathi (Chief Operating Manager)
2. Mr. Staram Denjee (SPM-Procurement)
3. Mr. Kirt Patel (SPM-Livestock)
4. Mr. Bayed Annees Rizvi (SPM-Agh Based Livelihoods)
5. Mr. Pradeep Singh (SPM-HR)

Ms ACCESS Development Services, empanelled agency by NIRM and financial bid was (INR 75,99,000 +GST for two years) lowest among empanelled agencies of NIRM. Ms ACCESS Development Services called for technical negotiation, discussion of the technical proposal, the proposed technical approach and methodology, work plan, organisation, staffing and suggestions made by the consultant to improve the terms of reference. It was discussed with Authorised representative of Ms ACCESS Development Services to

1. Agency was asked to submit the replacement for Mr. Manohar Vahna who was considered for the position of District Anchor Person - FPO Promotion & Management. Agency has submitted the new CV of Mr. Rajendra Kumar. We have examined the education qualification and work experience of him and found it appropriate.
2. Agency was asked to show the Post Graduate Diploma mark sheet and degree of Mr. Hemant Kumar Bhat who has been considered for the position of Sr. Technical Expert - Value Chain Development and Business Development Services. We have examined the degree and found it suitable.
3. Agency is ready to work as per the work plan mentioned in ToR and submitted in technical proposal. The broad points of work plan are mentioned below:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Activity-1</td>
<td>Value chain studies of selected commodities (Mustard and Soyabean) including identification of Gaps and Interventions</td>
</tr>
<tr>
<td>Activity-2</td>
<td>Promotion of Producers Groups (PGs) and federate them into Producers Companies (PCs)</td>
</tr>
<tr>
<td>Activity-3</td>
<td>Conduct Training and Capacity Building Activities for CRPs and PCIs</td>
</tr>
<tr>
<td>Activity-4</td>
<td>Cluster specific inputs and market Linkage for Agriculture (Value chain development)</td>
</tr>
<tr>
<td>Activity-5</td>
<td>Management &amp; Administration</td>
</tr>
</tbody>
</table>

Chet Operating Manager (Chief Operating Manager)
SPM-Procurement (SPM-Procurement)
SPM-Livestock (SPM-Livestock)
SPM-Agh Based Livelihoods (SPM-Agh Based Livelihoods)
SPM-HR (SPM-HR)

Sureshwar Singh Rathore (AUTHORISED SIGNATORY)

[Signatures and dates]
APPENDIX H - FORM OF ADVANCE PAYMENTS GUARANTEE
[See Clause GCC 41.2.1 and SCC 41.2.1]

[Guarantor letterhead or SWIFT identifier code]

Bank Guarantee for Advance Payment

Guarantor: [insert commercial bank's name and address of issuing branch or office]

Beneficiary: [insert name and address of client]

Date: [insert date]

ADVANCE PAYMENT GUARANTEE No.: [insert number]

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

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

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

(a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;

(b) has used the advance payment for purposes other than toward providing the Services under the Contract.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at

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

(Surendra Singh Rathore)
[Signature]

[Stamp]
the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the ___ day of [month], ______, [year], 2 which is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

[Signature(s)]

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

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