

बिहार BIHAR

क्र. संख्या 11658 तिथि 12/9/2017

क्र. का नाम एवं पता

सिद्धनाथ
मुद्रांक विक्रेता, समाहरणालय
ला० नं०-56/90

AA 226291

Form of Contract LUMP-SUM

This CONTRACT “Hiring Agency to support Goat Intervention” (hereinafter called the “Contract”) is made the 09th day of the month of November’17, between, on the one hand, **Bihar Rural Livelihoods Promotion Society** (hereinafter called the “Client”) and, on the other hand, **The Goat Trust, Lucknow** (hereinafter called the “Consultant”).

WHEREAS

- the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- 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;
- the Client has received credit from the International Development Association (IDA) toward the cost of the Services and intends to apply a portion of the proceeds of this credit to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the loan agreement, including prohibitions of withdrawal from the credit account for the purpose of any payment to persons or

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Managing Trustee



entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the loan agreement or have any claim to the credit proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

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

Appendix A:	Terms of Reference
Appendix B:	Key Experts
Appendix C:	Breakdown of Contract Price
Appendix D:	Form of Advance Payments Guarantee
Appendix E:	Point of Technical Negotiation

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D. and Appendix-E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

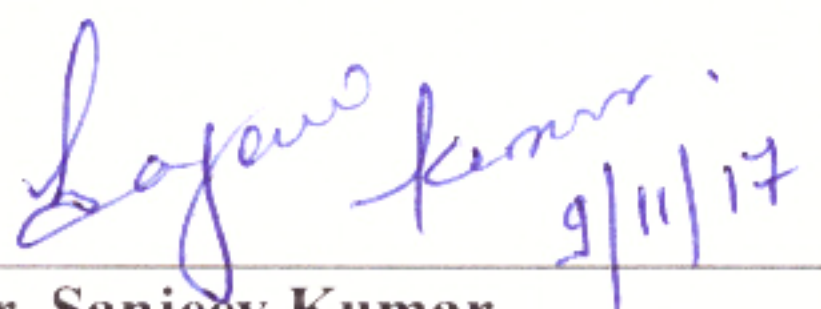
For and on behalf of **Bihar Rural Livelihoods Promotion Society**



Dr. Rakesh Kumar Singh
[State Project Manager-Livestock]



For and on behalf of **The Goat Trust, Lucknow.**



Mr. Sanjeev Kumar
[Managing Trustee]

For THE GOAT TRUST
Managing Trustee

I. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions	<p>1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>(a) “Applicable Guidelines” means Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011.</p> <p>(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.</p> <p>(c) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).</p> <p>(d) “Borrower” means the Government, Government agency or other entity that signs the financing agreement with the Bank.</p> <p>(e) “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.</p> <p>(f) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.</p> <p>(g) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).</p> <p>(h) “Day” means a working day unless indicated otherwise.</p> <p>(i) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.</p> <p>(j) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.</p> <p>(k) “Foreign Currency” means any currency other than the currency of the Client’s country.</p> <p>(l) “GCC” means these General Conditions of Contract.</p> <p>(m) “Government” means the government of the Client’s country.</p> <p>(n) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.</p>
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Signature
Managing Trustee




	<p>(o) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.</p> <p>(p) “Local Currency” means the currency of the Client’s country.</p> <p>(q) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.</p> <p>(r) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.</p> <p>(s) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.</p> <p>(t) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.</p> <p>(u) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.</p> <p>(v) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.</p>
2. Relationship between the Parties	2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
3. Law Governing Contract	3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
4. Language	4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
5. Headings	5.1. The headings shall not limit, alter or affect the meaning of this Contract.
6. Communications	<p>6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.</p> <p>6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.</p>
7. Location	7.1. The Services shall be performed at such locations as are

	specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
8. Authority of Member in Charge	8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
9. Authorized Representatives	9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC .
10. 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.
a. Commissions and Fees	10.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. Effectiveness of Contract	11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
12. Termination of Contract for Failure to Become Effective	12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC , either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
13. Commencement of Services	13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC .
14. Expiration of Contract	14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC .
15. Entire Agreement	15.1. This Contract contains all covenants, stipulations and provisions

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 Jayanti Trustee



	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	<p>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.</p> <p>16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.</p>
17. Force Majeure	
a. Definition	<p>17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.</p> <p>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.</p> <p>17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p>
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

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Signature
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	<p>consequences of any event of Force Majeure.</p> <p>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.</p> <p>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.</p> <p>17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:</p> <ul style="list-style-type: none"> (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred. <p>17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44& 45.</p>
18. Suspension	<p>18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.</p>
19. Termination	<p>19.1. This Contract may be terminated by either Party as per provisions set up below:</p>
a. By the Client	<p>19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in</p>

	<p>(a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):</p> <p>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;</p> <p>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;</p> <p>c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;</p> <p>d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;</p> <p>e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;</p> <p>f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.</p> <p>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.</p>
b. By the Consultant	<p>19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.</p> <p>(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.</p> <p>(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.</p> <p>(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-</p>

	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) payment for Services satisfactorily performed prior to the effective date of termination; and (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

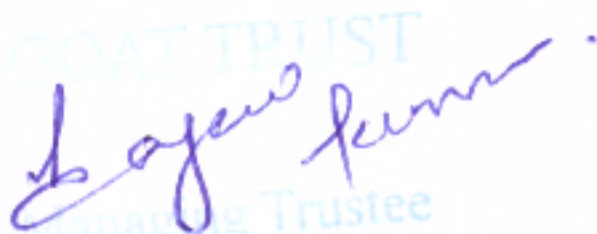
C. OBLIGATIONS OF THE CONSULTANT

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

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Bayan Kumar
Managing Trustee

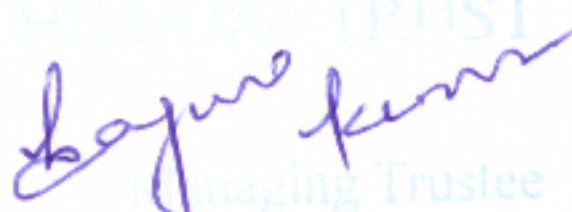


	<p>legitimate interests in any dealings with the third parties.</p> <p>20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.</p> <p>20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.</p>
b. Law Applicable to Services	<p>20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.</p> <p>20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when</p> <ul style="list-style-type: none"> (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. <p>20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.</p>
21. Conflict of Interests	<p>21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</p>
a. Consultant Not to Benefit from Commissions, Discounts, etc.	<p>21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.</p> <p>21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any</p>

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	discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.
b. Consultant and Affiliates Not to Engage in Certain Activities	21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, 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 provided by the Applicable Law.
24. Insurance to be Taken out by the Consultant	24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC , and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
25. Accounting, Inspection and Auditing	25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and

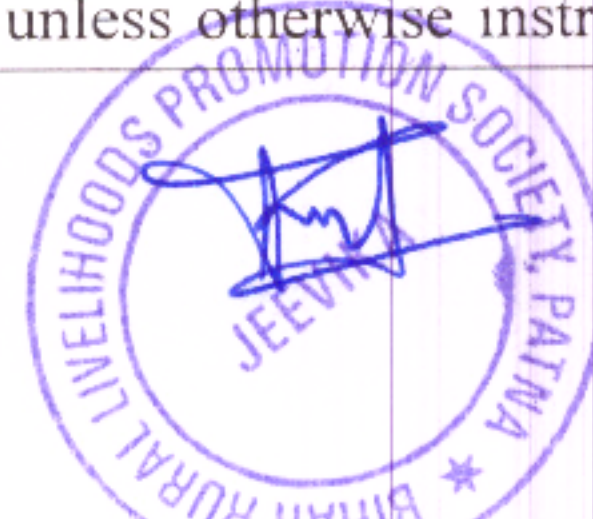
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	<p>detail as will clearly identify relevant time changes and costs.</p> <p>25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records 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.)</p>
26. Reporting Obligations	<p>26.1 The Consultant shall submit to the Client the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.</p>
27. Proprietary Rights of the Client in Reports and Records	<p>27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.</p> <p>27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.</p>
28. Equipment, Vehicles and Materials	<p>28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by</p>

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Laguna
Chairman Trustee



	<p>the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.</p> <p>28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.</p>
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D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

29. Description of Key Experts	<p>29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.</p>
30. Replacement of Key Experts	<p>30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.</p> <p>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.</p>
31. Removal of Experts or Sub-consultants	<p>31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert or 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.</p> <p>31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.</p> <p>31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.</p> <p>31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.</p>

E. OBLIGATIONS OF THE CLIENT

32. Assistance and Exemptions	<p>32.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:</p> <p>(a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.</p> <p>(b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry</p>
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Signature
Managing Trustee




	<p>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.</p> <p>(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.</p> <p>(c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.</p> <p>(d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.</p> <p>(e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.</p> <p>(f) Provide to the Consultant any such other assistance as may be specified in the SCC.</p>
33. Access to Project Site	<p>33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.</p>
34. Change in the Applicable Law Related to Taxes and Duties	<p>34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1</p>
35. Services, Facilities and Property of the Client	<p>35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference</p>

	(Appendix A) at the times and in the manner specified in said Appendix A .
36. Counterpart Personnel	<p>36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix A.</p> <p>36.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.</p>
37. Payment Obligation	37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in Appendix A and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

38. Contract Price	<p>38.1 The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in Appendix C.</p> <p>38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in Appendix A.</p>
39. Taxes and Duties	<p>39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.</p> <p>39.2 As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.</p>
40. Currency of Payment	40.1 Any payment under this Contract shall be made in the currency(ies) of the Contract.
41. Mode of Billing and Payment	<p>41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.</p> <p>41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in Appendix A. The payments will be made according to the payment schedule stated in the SCC.</p> <p>41.2.1 <u>Advance payment:</u> Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the</p>

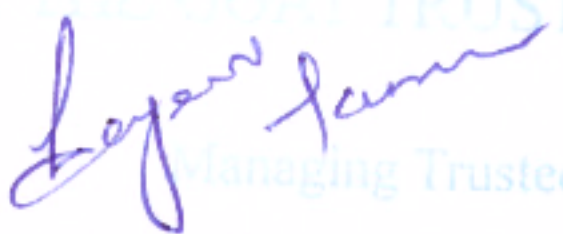
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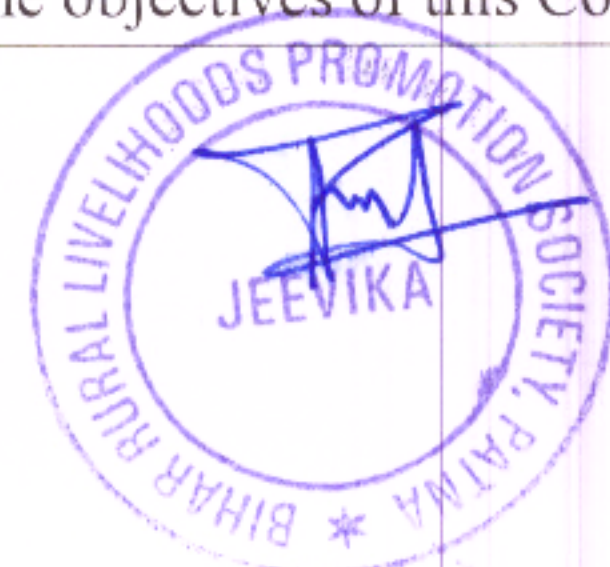


	<p>SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix D, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the SCC until said advance payments have been fully set off.</p> <p>41.2.2 <u>The Lump-Sum Installment Payments.</u> The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p> <p>41.2.3 <u>The Final Payment</u> .The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p> <p>41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.</p> <p>41.2.4 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.</p>
42. Interest on Delayed Payments	<p>42.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.2.2 , interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.</p>

G. FAIRNESS AND GOOD FAITH

43. Good Faith	<p>43.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.</p>
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H. SETTLEMENT OF DISPUTES

44. Amicable Settlement	<p>44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.</p> <p>44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.</p>
45. Dispute Resolution	<p>45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.</p>

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II. General Conditions

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

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

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 standard 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 sub-consultants, 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 party¹;
- (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 obligation²;
- (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 party³;
- (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 party⁴;
- (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

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 simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

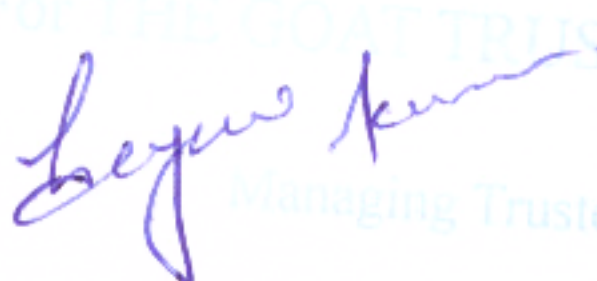
⁴ For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

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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 mis-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 procedures⁵, 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 nominated⁶ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

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⁵ 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: cross-debarment 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 1 of these Guidelines.

⁶ 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.

II. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1 (b) and 3.1	The Contract shall be construed in accordance with the law of INDIA
4.1	The language is: ENGLISH
6.1 and 6.2	<p>The addresses are:</p> <p>Client : Bihar Rural Livelihoods Promotion Society Attention : Chief Executive Officer-cum-Mission Director Facsimile : 91-612-2504980</p> <p>Consultant : M/s The Goat Trust, Lucknow Attention : Mr. Sanjeev Kumar (Managing Trustee) Facsimile : thegoattrust@gmail.com E-mail (where permitted) : 8601 873 055</p>
8.1	N/A
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: Chief Executive Officer-cum-Mission Director</p> <p>For the Consultant: Mr. Sanjeev Kumar (Managing Trustee)</p>
11.1	The effectiveness conditions are the following: From the date of signing of contract.
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be 15 days</p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be one week from the date of signing of contract.</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	Expiration of Contract: The time period shall be Twelve [12] Month from the date of signing of contract.

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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	The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations: "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 one 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 in India.
24.1	The insurance coverage against the risks shall be as follows: (a) Professional liability insurance, with a minimum coverage as per applicable law in India; (b) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in India, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and
27.1	Not Applicable
27.2	The Consultant shall not use any documents and software related to this assignment for purposes unrelated to this Contract without the prior written approval of the Client.
32.1 (a) through (e)	Deleted
32.1(f)	As per attached ToR

38.1	The Contract price is: INR 3,045,625.00 [Thirty Lakhs Forty Five Thousand Six Hundred Twenty Five] Plus applicable Taxes.		
39.1 and 39.2	The client shall pay only applicable tax on remuneration cost. All other taxes are deemed to be included in the financial proposal of the consultant.		
41.2	Deliverables, Time Lines And Payment Schedule		
	SL	Deliverables	Installments
	1	Submission of inception report	(1 st Month) 20% of contract value
	2	Submission of 1 st quarterly report comprising a) Training of 10 YPs and 30 Other Project Staffs b) Development of Training Module c) Training of 3 CLMs, 50 PSs. d) List of final CLMs & PSs. e) Action Plan for YPs, Project Staffs, CLMs & PSs	(4 th Month) 20% of contract value
	3	Submission of 2 nd quarterly report comprising a) Linking of 2,000 HH b) Baseline of 2,000 HH on income status related to goat intervention. c) Output of YPs d) Output of CLMs e) Outputs of Pashu Sakhis f) Output against the action plan g) Progress on goat rearing interventions	(7 th month) 20% of contract value
	4	Submission of 3 rd quarterly report comprising a) Linking of 500 HH b) Baseline of 500 HH on income status related to goat intervention. c) Output & Grading of YPs d) Output & Grading of CLMs e) Outputs & Grading of Pashu Sakhis f) Output against the action plan g) Progress on goat rearing interventions on health, nutrition, income enhancement through goat rearing intervention	(10 th month) 20% of contract value
	5	Submission of final report comprising a) Endline of 2,500 HH on incremental income related to goat intervention b) Outputs of the assignment c) Numbers of CLMs & PSs developed	20% of contract value

	<table><tr><td>d) Income enhancement for participating SHG HHs</td><td></td><td></td></tr><tr><td>e) 10 Best practicing case studies</td><td></td><td></td></tr></table>	d) Income enhancement for participating SHG HHs			e) 10 Best practicing case studies		
d) Income enhancement for participating SHG HHs							
e) 10 Best practicing case studies							
	<i>[Total sum of all installments shall not exceed the Contract price set up in SCC38.1.]</i>						
41.2.1	The following provisions shall apply to the advance payment and the advance bank payment guarantee: (1) An advance payment of 10% of total contract amount in local currency 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 from the payment against 1 st instalment. (2) The advance bank payment guarantee shall be in the amount and in the currency of the currency (ies) of the advance payment. (3) The bank guarantee will be released when the advance payment has been fully set off.						
41.2.4	The accounts are: for foreign currency: NIL for local currency: INR						
42.1	The interest rate is: NIL						
45.1	Disputes shall be settled by arbitration in accordance with the following provisions: Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/ arbitration in accordance with Arbitration & Conciliation Act, 1996.						
	<u>Miscellaneous.</u> In any arbitration proceeding hereunder: (a) proceedings shall, unless otherwise agreed by the Parties, be held in Patna, Bihar, India; (b) the English language shall be the official language for all purposes.						

For THE GOAT TRUST

 Trusting Trustee



III. Appendices

Terms of Reference for Hiring Agency to support Goat Intervention

Background of the Project

The government of Bihar has launched a 'Bihar Transformative Development Project' through the Bihar Rural Livelihood Promotion Society (BRLPS) with an aim to improve the rural livelihoods by enhancing social and economic empowerment of the rural poor. Bihar Transformative Development Project (BTDP) aims at intensifying development of institutional platforms of poor across the state of Bihar and delivering transformational results towards poverty alleviation in rural Bihar. The project will leverage both community resources and knowledge developed from longstanding implementation experience of similar programs, most notably the Bihar Rural Livelihoods Project (BRLP), also known as JEEViKA and National Rural Livelihoods Mission (NRLM). Initiated in 2007, The World Bank supported BRLP has been successful in generating significant development impact in the areas of inclusive social mobilization, financial inclusion and livelihoods strengthening and diversification. Bihar Rural Livelihoods Promotion Society, the implementing agency for BRLP was also designated as the State Rural Livelihoods Mission (SRLM) for implementing NRLM in the state. The project, which will continue to be called JEEViKA at community level, will have 5 components viz. (a) Community Institution Development; (b) Community Investment Funds; (c) Access to Nutrition and Sanitation Services; (d) Innovations, Partnerships and Technical Assistance and (e) Project Management.

BTDP aims to replicate the success of BRLP to a much larger scale and will be implemented in 300 blocks across 32 districts of Bihar. BRLPS will be the implementing agency for the project.

The project Development Objectives is to assist the Government of Bihar to empower rural poor and improve their livelihoods through

- (i) Developing and strengthening institutions of the poor
- (ii) Building and establishing pro-poor savings promotion and livelihood support organizations.
- (iii) Financing livelihoods business plans and investing in increasing the size of livelihood economy for the small producers and the poor and
- (iv) Creating and enabling environment for implementing and scaling up innovations for rural livelihood development and service delivery

Context of Goat Rearing in Bihar

Bihar is the 3rd largest goat population state in India and contributes about 8.99% of India's total goat population. Bengal breed is predominant in Bihar. However, crosses with other breeds like Jamunapari, Barbari, Sirohi and Jakharana are also available. The state occupies a vast area under rainfed system with regular occurrence of flood or draught or both and has also 42.6% BPL population generates tremendous scope for goat farming by these households to come out of poverty and also will bridge the supply & demand gap of meat in the state.

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Boyer Kumar
Managing Trustee



The goat herd size is generally 1-3 goats per family depending on availability of surplus labour in the family. Black Bengal breed comes in puberty at the age of 9-10 months where as the age of 1st kidding is on an average 14-15 months. Lactation length of this breed of goat at farmer's field has been recorded as 80-120 days and kidding interval at 200 ± 32.08 days. This breed is highly prolific and twinning percentage has been recorded as 45. Goats are raised on grazing. No vaccination of FMD or PPR is given at farmer's field.

The advantages of goat rearing are:

- The initial investment needed for Goat farming is low.
- Due to small body size and docile nature, housing requirements and management problems with goats are less. Goats are prolific breeders and achieve sexual maturity at the age of 9-10 months gestation period in goats is short and at the age of 14-15 months it starts giving milk. Kidding Pattern in Black Bengal of twinning and triplets is very common.
- Goats are ideal for mixed species grazing. The animal can thrive well on wide variety of thorny bushes, weeds, crop residues, agricultural by-products unsuitable for human consumption.
- Under proper management, goats can improve and maintain grazing land and reduce bush encroachment (biological control) without causing harm to the environment.
- The goat meat is more lean (low cholesterol) and relatively good for people who prefer low energy diet especially in summer and sometimes goat meat (chevon) is preferred over mutton because of its "chew ability".
- Goat milk is easy to digest than cow milk because of small fat globules and is naturally homogenized. Goat milk is said to play a role in improving appetite and digestive efficiency.
- Goats are 2.5 times more economical than sheep on free range grazing under semi arid conditions.

The average goat yield is nearly 10 kg, which is one of the lowest in the world. Endemic diseases (foot and mouth disease, goat plague (PPR) and goat pox), high incidence of endo-parasites coupled with poor access to preventive and curative health care result in high mortality rate (25-35 per cent). Lack of awareness on superior breed quality, inadequate feeding practices of goats leading to complete dependence on free grazing, lack of preventive health care are contributed to its low productivity. Free grazing while rearing of goats and conventional marketing of goats is gradually not remunerative for the goat rearers and weakened the goat sector. The adoption of good management practices of goat rearing along with value chain development can transform small goat rearers / village women into established micro entrepreneurs and accelerate development of the weaker sections.

Objectives of the Assignment

1. Develop training architecture to build internal capacities of the project to roll out goat rearing intervention
2. Develop capacities of dedicated staffs for goat rearing intervention in JEEViKA.
3. Develop community led extension system to strengthen the goat rearing intervention.
4. Develop monitoring and learning systems to take real time decisions.

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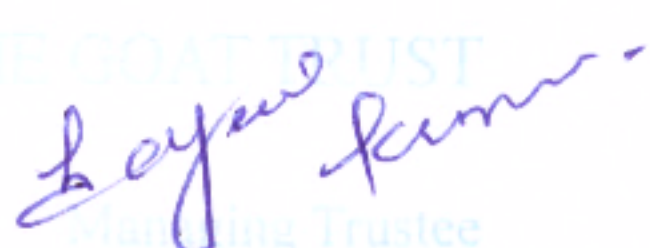
Outline of Tasks to be carried out

1. Training Module on sustainable goat rearing development for imparting training to project staffs, CLMs, Pashu Sakhis and Community
2. Action Plan development to roll out goat rearing intervention
3. Define roles and responsibilities of all the stakeholders of goat rearing interventions
4. Support the dedicated staffs (YPs) & other project staffs to roll out goat rearing intervention
5. Develop the capacities of the dedicated staffs (YPs) & other project staffs to successful implementation of goat rearing intervention
6. Develop systems & processes for payment of CLMs & Pashu Sakhis
7. Review the progress of goat rearing intervention on monthly / bi-monthly / quarterly basis as required
8. Develop systems & processes to capture real time data

A Schedule for Completion of Tasks

It's a 12 months assignment starting from the date of signing the contract. Based on the above mentioned objectives and tasks; a tentative schedule is provided for reference. The agency has to provide a final schedule.

	1	2	3	4	5	6	7	8	9	10	11	12
Submission of the Inception report												
Deployment of staff for this assignment												
Training Module Development												
Orientation of Project Staffs												
Identification of Pashu Sakhis by Project Staffs / CBO												
Identification of Goat rearing SHG HHs by PS												
Technical Training of Pashu Sakhis (PS), field staff												
Procurement & distribution of medicine & equipment kit to PS												
Submission of the Interim reports												
Action Plan Development of Pashu Sakhis												
Review & Grading of Pashu Sakhis												
Exposure visit of Key Staffs and Pashu Sakhis												
Exposure visit of new SHG members to demo site												
Capacity building of goat farmers												
Live body weight based price estimation and info collection												
Supervision of adoption of improved practices and data analysis												
Formation of Goat Farmer collectives												

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Support inputs to be provided by the Client

Bihar Rural Livelihoods Promotion Society (BRLPS) will provide the followings;

1. Four Young Professionals (YPs) will be dedicatedly working on goat rearing intervention under the guidance of the agency. Apart from 4 YPs; BRLPS will also provide required manpower to work on goat rearing interventions on full time basis.
2. Training Modules, Monitoring formats, payment sheets, etc. which developed for the intervention the agency; BRLPS will print & circulate the same in adequate quantity as per the requirement demanded by the goat intervention.
3. All the training & exposure programs (within state and outside state) will be organized by BRLPS.
4. The PGs / PCs with support from BRLPS will procure all the vaccines, medicines, inputs for producing eco-friendly / organic diets / medicines / nutrients in a time bound manner as required for the goat rearing intervention.
5. The PGs / PCs with support from BRLPS or BRLPS or its district units will procure required standardized uniforms / dresses for Pashu Sakhis and CLMs in a time bound manner.
6. BRLPS will organize all the review meetings (monthly / bi-monthly / quarterly as required) along with the agency to review the progress of goat rearing intervention & provide required support to improve the efficiency of the program to run successfully.
7. Suggestion of the agency on goat rearing intervention will be suitably verified by BRLPS and provide support to the intervention as appropriate.

Final outputs that will be the required of the consultants

The agency will build the capacities of the 4 Young Professionals, other project staffs & organize required numbers of capacity building programs to achieve the following outputs in 12 months.

1. Development of a cadre of 50 *Pashu Sakhi* and 3 CLMs in one district at “The Goat Trust” (Lucknow), U.P.
2. Creation of village level institutions of goat rearers (goat Producers Group). These institutions will be strengthened to sustain the interventions after the end of the project.
3. Goat mortality will be reduced (for adult or kid) by 10%.
4. Increased body weight of kid by 20%.
5. Income enhancement for nearly 2,500 HHs by Rs 6,000 (for a HH with average 3 Goats) and total annual income of Rs 15000 per HH from goat rearing activity in comparison to baseline.

Composition of the Review Committee to monitor the consultant's work & procedure

The contract will be reviewed by a Review Committee headed by State Project Manager (Livestock) and other members are Procurement Specialist, State Finance Manager and State Project Manager (Community Finance). Monthly review meeting will be done for reviewing the program and provide adequate support. Monthly review meetings will be organized at state level; where the representative/s of agency will present the progress and suitable recommendations will be provided by the committee, if any! A review meeting will be

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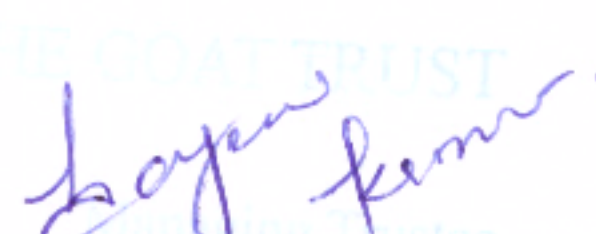
organized; when an invoice is raised by the agency and based on the terms & conditions and progress of the assignment; the payment may be released. The review committee will recommend the release of the payment as per the terms and conditions. Based on the recommendations of the review committee; the contract may be extended or shortened as appropriate.

Midterm Review and Progress Reports required from the consultants

The midterm review will be done by the Review Committee. The agency will provide inception report, 1st quarterly report, 2nd quarterly report, 3rd quarterly report and a final report. A hardcopy and a softcopy of the report will be submitted to the State Project Manager – Livestock.

Payment Terms:

SL	Deliverables		Installments
1	Submission of inception report	(1 st Month)	20% of contract value
2	Submission of 1st quarterly report comprising: f) Training of 10 YPs and 30 Other Project Staffs g) Development of Training Module h) Training of 3 CLMs, 50 PSs. i) List of final CLMs & PSs. j) Action Plan for YPs, Project Staffs, CLMs & PSs	(4 th Month)	20% of contract value
3	Submission of 2nd quarterly report comprising: h) Linking of 2,000 HH i) Baseline of 2,000 HH on income status related to goat intervention. j) Output of YPs k) Output of CLMs l) Outputs of Pashu Sakhis m) Output against the action plan n) Progress on goat rearing interventions	(7 th month)	20% of contract value
4	Submission of 3rd quarterly report comprising: h) Linking of 500 HH i) Baseline of 500 HH on income status related to goat intervention. j) Output & Grading of YPs k) Output & Grading of CLMs l) Outputs & Grading of Pashu Sakhis m) Output against the action plan n) Progress on goat rearing interventions on health, nutrition, income enhancement through goat rearing intervention	(10 th month)	20% of contract value
5	Submission of final report comprising: f) Endline of 2,500 HH on incremental income related to goat		20% of contract value

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 Jayant Kumar
 Trustee



intervention		
g) Outputs of the assignment		
h) Numbers of CLMs & PSs developed		
i) Income enhancement for participating SHG HHs		
j) 10 Best practicing case studies		

Review of the Final Draft Report

The final report will be submitted by the agency within 15 days of the date of completion of the assignment. The report will be reviewed by the Review Committee for extension / expansion of the assignment.

List of Key Positions whose CVs an Experience would be evaluated

The required qualification and experience of the consultants for the assignment is as follows;

Position	No. of Pearson Required	Man days Required (In Days)	Qualification	Experience
Project Director	1	40	Post Graduate in Agriculture & Allied	15 years of work experience in livestock
Team Leader	1	80	Post Graduate/Graduate in Agriculture & Allied	10 years of work experience in livestock
Training Coordinator	1	12 Months	Post Graduate in Agriculture & Allied/MBA	5 years of work experience in Training and Capacity Building related to livestock
Technical Experts (Health, Breed Improvement & Marketing)	1	60	Post Graduate/ Graduate in Agriculture & Allied/MBA	3-5 years of work experience in livestock
MIS cum Accounts Manager	1	60	MBA / Post Graduate / Graduate	3-5 years of work experience in livestock

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Signature
Managing Trustee



APPENDIX B - KEY EXPERTS

Key Expert	Name	Designation Name
K1	Mr. Bhishma Singh	Project Director
K2	Mr. Ramjee Rai	Team Leader
K3	Mr. Saurabh Gupta.	Training Coordinator
K4	Dr Ashish Kumar	Technical Experts (Health, Breed Improvement & Marketing)
K5	Mr. Piyush Mishra	MIS cum Accounts Manager

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APPENDIX C – BREAKDOWN OF CONTRACT PRICE

A	Remuneration						
Key Experts							
No	Name	Position (as in TECH-6)	Person-month Remuneration Rate		Time Input in Person Month/Days	Local currency as in FIN-2	
K1	Mr. Bhishma Singh	Project Director	Home	90,000	40 Days	335,000	
			Field	100,000			
K2	Mr. Ramjee Rai	Team Leader	Home	50,000	80 Days	300,000	
			Field	75,000			
K3	Mr. Saurabh Gupta.	Training Coordinator	Home	50,000	12 Months	350,000	
			Field	75,000			
K4	Dr Ashish Kumar	Technical Experts (Health)	Home	75,000	60 Days	300,000	
			Field	75,000			
Non Key Experts							
K5	Mr. Piyush Mishra	MIS cum Accounts Manager	Home	50,000	60 days	350,000	
			Field	50,000			
					Total Cost		1,635,000

B. Reimbursable Expenses					
Nº	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Local Currency- as in FIN-2}
1	{e.g., Per diem allowances**}	200	500		100,000.00
2	{e.g., International flights}	{Ticket}			
3	{e.g., In/out airport transportation}	5	10,000	2	100,000.00
4	{e.g., Communication costs between Insert place and Insert place}				5,000.00
5	{ e.g., reproduction of reports}				625
6	{e.g., Office rent}				
				
7	{Training of the Client's personnel – if required in TOR}	290	4,155		1,204,999.30
Total Costs					1,410,624.30

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APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 41.2.1 and SCC 41.2.1]

{Guarantor letterhead or SWIFT identifier code}

Bank Guarantee for Advance Payment

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

Beneficiary: _____ *[insert Name and Address of Client]*

Date: _____ *[insert date]* _____

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

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

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

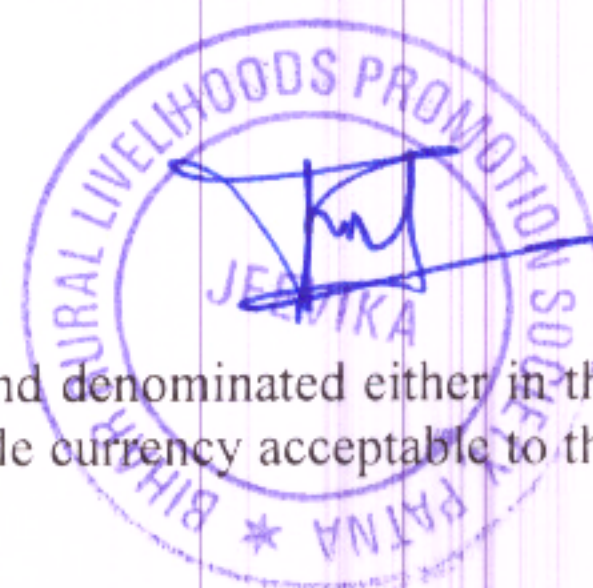
At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[amount in figures]* () *[amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the ___ day of ___ *[month]* _____.

For THE GOAT TRUST
[Signature]
Managing Trustee



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

[year]__,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

[signature(s)]

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

For THE GOVT TRUST
[Signature]
Managing Trustee



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

Appendix E: Point of Technical Negotiation

1. During the evaluation technical proposal it was found that the man days/man month mentioned in the proposal is not in line with the ToR. After discussion, the Agency has confirm the availability of all key expert as per the ToR
2. During evaluation of technical proposal it was found the experience of **Mr. Saurav Gupta** (Training Coordinator), **Mr. Piyush Mishra** (MIS cum Accounts Manager) and **Dr Ashish Kumar** (Technical Experts (Health, Breed Improvement & Marketing)) are not at par as required in ToR. During the negotiation the representative of The Goat Trust has confirm that the year mentioned in CV is a typo error and the revised CVs will submitted before execution of the contract.
3. The agency has quoted **Rs.31,45,625/-** out of which 'Remuneration Cost' is Rs. **17,35,000/-** and "Reimbursable Cost' is Rs. **14,10,625/-**.
4. During the calculation of financial part it was found that the calculation made by the agency in Form Fin-3 [Breakdown of Remuneration] is wrong. The agency has written Rs. 17,35,000/- instead of Rs. **16,35,000/-**. Hence the revised value of the contract is **30,45,625/-** in which Remuneration Cost' is Rs. **16,35,000/-** and "Reimbursable Cost' is Rs. **14,10,625/-**.
5. The financial part has also discussed and Agency has not agreed to reduce the cost quoted by then in the financial proposal. Hence, the total cost of the contract will be Rs. **30,45,625/-** plus applicable taxes.

For THE GOAT TRUST
Training Trustee

