

महाराष्ट्र MAHARASHTRA
आयुक्तिक औरंगाबाद
1 JAN 2021
मुद्रांक केंद्र सिपीक
औरंगाबाद

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कोणाकरिता कृषी कांठी हायटेक. ग्राम

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किंमत मुद्रांक परवाना क्रमांक

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औरंगाबाद
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Standard Form for Grant Agreement

This Agreement (hereinafter called "Agreement") is made on the 26th day of the month of ~~December, 2020~~ ^{January 2021} between, on the one hand, Project Implementation Unit Director ATMA, Commissionerate of Agriculture of Hon. Balasaheb Thackeray Agribusiness Rural Transformation Project (hereinafter called PIU,SMART) and, on the other hand" Krushi Kranti Hitech Agro Producer Company Ltd. (Name of beneficiary Community Based Organization-CBO)" (hereinafter called Grant Recipient).

[Signature]

I. Definitions:

In this Agreement, the definitions of key terms are the following:

Term	Definition
"Agreement"	This Agreement, including any and all annexes, and any addenda to it agreed by the Nodal Officer ,Project Implementation Unit (PIU), SMART.
"Business Day"	Any day of week on which India's banks are open for all business
"Completion Date"	The Completion Date of the Sub Project, as it is specified in the Agreement (The completion date of sub-project should not be later than the closing date for the SMART Project.)
"Confidential Information"	Any information relating to the Sub Project, the existence and contents of this Agreement and any information that arises in relation to this Agreement or the Sub Project
"State Level Project Approval Committee" (SPAC)	The Committee will be chaired by the Project Director and the HoDs of all the PIUs will be members of the said Committee. SPAC will give approval and allocate subproject to one PIU for implementation.
"Amount"	The total amount or amounts of the sub-project, including the Beneficiary's contribution as specified in the Agreement
"Grant"	The money paid to the Grant Recipients under the Grant Agreement relating to the Sub-project
"Payment Schedule"	The Grant tranches set out in the Grant Installment Payment Schedule
"Objectives"	The objectives relating to the sub-project as set out in the sub-project Proposals
"Personnel"	Employees and agents and any other professional, technical, and support services hired by the Project Director to perform the Project
Sub-project	Sub- project entitled ----- (Insert title of the sub-project) as mentioned in Article 1 of the Agreement.

“Reporting Date”	The dates, as they are set out in the Agreement, when the grant recipient must send to the concerned PIU, DIU the Progress Reports having the content and the form as provided by PCMU
“Services”	The services that the concerned PIU and/or the Beneficiary have agreed to undertake as detailed in the Project Agreement
“Implementing Team”	The Agribusiness Value Chain Expert (AVCE), Subproject Manager and specified Personnel in the Project
“Activity Schedule”	The tasks and outputs referred in the Sub Project brief
“Grant Recipient”	The beneficiary CBO, submitting the proposal for funding
“Subproject Manager	The natural person nominated by SMART Project at regional level with JDA (Agri.)to co-ordinate among DIUs, RIU, PIUs, PCMU and also work with Buyers, CBOs and Regional Technical Support Group (RTSG)
“Regional Technical Support Group (RTSG)”	Regional Technical Support Group (RTSG) is a service provider appointed by SMART project to assist CBOs, Buyers to prepare Project Concept Note (PCN), Full Project Proposal (FPP) and assist in the implementation of the sub-project.
“Partners”	The partners are CBOs, Buyers, Research institutions, Legal and natural persons that assume obligations in the Sub Project’s implementation.
PIP	Project Implementation Plan, SMART
Manual	Community Operational Manual, Procurement Manual (PM), Financial Manual, Social and Environmental Safeguards documents prepared under SMART Project, including the Environmental and Social Management Framework (ESMF) (which includes the Resettlement Policy Framework, Indigenous Peoples Planning Framework and Pest Management Plan), and any environmental and social management plans, resettlement action plans, indigenous peoples plans and any other plans that may be required and prepared in accordance with the ESMF.

Anti-Corruption Guidelines	World Bank Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011 and as of July 1, 2016
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Sub-project title: Market Access Project for Maize Value added products. Proposed by Krushi Kranti Hitech Agro Producer Company Ltd.

Art. 1. The Full Project Proposal submitted to the PCMU to be considered for funding, approved by the "State Level Project Approval Committee" (SPAC) of SMART and subsequently negotiated and agreed by and between the PIU and the Grant Recipient shall be hereinafter known as "the Sub-Project".

Art. 2. The following entities that are bound by this Agreement are hereinafter referred to as "the Parties" and they are:

Parties:-

Grant Provider	Grant Recipient CBO
Project Implementation Unit Director, ATMA, Commissionerate of Agriculture .	Chairman by Krushi Kranti Hitech Agro Producer Company Ltd

Art. 3. The abbreviations and acronyms used in the Project Implementation Plan and Community Operation Manual & Financial Management Manual will be used in this Agreement with the same meanings assigned in there.

II. Duration of the Sub-project:

Art. 4. The Sub-project financed through this Agreement shall be implemented during the period mentioned below. Under special circumstances, when Parties commonly agree, duration could be prolonged or shortened, in writing, through an addendum to this Agreement. Notwithstanding contained anything elsewhere in this agreement "SMART reserves the right to terminate the Grant Agreement with immediate effect if the sub project is not started within 6 Months or not received the 1st installment within 12 months after signing the agreement or within the agreed delays and SMART establishes that there is no likelihood that the sub project will be completed within a reasonable delay". In case of termination of this agreement under this article, the grant recipient will not be able to make any claim against PIU or Nodal Agency or any officer and staff of SMART project in respect to this agreement.

Agreement Commencement Date: (day/month/year) 29 th January 2021	Agreement Completion Date: (day/month/year) 29 th January 2021
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III. Sub-project Amount

Cost break down of the sub project showing who will finance what, its implementation phases and agreed mile stone for each phase are as under

Art. 5. The total Amount of the sub-project is INR107.03 Lakh and the breakdown of contributions is listed below:

Sr.No.	Sub-project Components	Cost (Rs. Lakh)	SMART Grant (Rs. Lakh)	CBO Equity (Rs. Lakh)
A	Core investment in Sub-project			
1	Moisture Meters	0.10	0.06	0.04
2	Combined Harvester	25.00	15.00	10.00
3	Tractor + Implements	12.00	7.20	4.80
	Dumping Vehicle / Rental cost of Dumping Vehicle	20.00	12.00	8.00
	Collection cum transit storage	25.00	15.00	10.00
	Drying Yard	5.00	3.00	2.00
	Weighing Scale	0.00	0.00	0.00
	Sub total	87.10	52.26	34.84

A1	Pre-Operative/ Preliminary Exp.	5.00	5.00	0.00
	Total Cost A	92.10	57.26	34.84
B	Complementary Investment by Buyer	2.00	0.00	0.00
C	Extension activity (Value Chain Development School-VCDS)	12.93	12.93	0.00
	Total A+B+C	107.03	70.19	34.84

*This grant will be released to concern technical department (Agri./AHD)

IV. Implementation arrangements

- Art. 6. The Grant provided under this Agreement shall be used only in respect of the Sub Project Objectives as per the conditions stipulated in FPP and as per terms laid down in the Project Implementation Plan, Community Operations Manual and Financial Management Manual, Social & Environment safeguard of SMART.
- Art. 7. After signing the Grant Agreement, the Grant Recipient should open an account, at Bank or Financial Institution for the Sub-project, with terms and conditions mentioned in the PIP & Financial Management Manual. The account information shall be communicated immediately to the DIU, RIU, PIU & PCMU SMART.
- Art. 8. The Grant Recipient is asked to ensure that the Grant will not be subject to confiscation, compensation, allotment or seizure.
- Art. 9. All Accounts and Ledgers for the financial operations within the Sub Project, as well as all related documents, will be properly maintained. All payments above Rs.5000/- (Rupees Five thousand only) have to be mandatorily done through RTGS/NEFT/cross cheque (electronic mean). The sub-project proposal related payments are to be recorded in PFMS system. The Grant recipient will be guided by DIU for operation of PFMS system. Whenever required by the World Bank or PIU, the Grant Recipient shall have and make available financial records and accounts audited in accordance with appropriate auditing principles consistently applied by an independent auditor (in agreement with SMART)
- Art. 10. The Grant Recipient will be exclusively liable for the proper use of the Grant in accordance with the Agreement, including the PIP. In case the Grant is, totally or partially, improperly used and declared ineligible, the Grant Recipient will be responsible for immediate replenishment of the Grant accounts with the respective Amount.

Art.11. Grant Recipient shall implement the Sub-Project in accordance with the terms of the PIP, CoM, FM Manual, Procurement Manual, Social & Environmental safeguards, and Anti-Corruption Guidelines.

Art. 12. Leasing and/or credit is not allowed under project financing. Procurement of second-hand equipment is not allowed. All procurements should be done with due prudence and open for verification by project authorities.

Art. 13. The Grant Recipient shall preserve and use the equipment and the goods acquired within the Sub Project with the diligence of a good owner, and shall refrain from any action having as object and/or affect the damage, the value decrease and/or the making of any pledge or guarantee over the equipment's or goods. All or any equipment's and goods procured as part of subproject for which grants are received by the Recipient and having its purchase value more than Rs.50000/- (Fifty thousand) shall be pledged till the sub-project completion date.

Art 14. Grant recipient will be exclusively liable & bound to follow all conditions & provision as mainshened in the project sanction order No. कृ.आ/आत्मा/स्मार्ट/२१५/२०२० दिनांक ०८/०५/२०२०

V. Rights and Responsibilities

Art. 15. In carrying-out/performing the Sub-Project, the Grant Recipient will: Exercise the degree of skill, care, and diligence reasonably expected by the State Project Approval Committee and PIU SMART in similar circumstances, and in accordance with the agreed Schedule, unless this Agreement is terminated earlier as provided for in this Agreement. Comply with all provisions of all statutes, regulations and rules of government, local or public authority and any professional codes of conduct or practice that may be applicable to the Sub Project. Observe the PCMU /PIU/RIU/ DIU directives in relation to the Sub Project. Be reasonably available for consultation with the PCMU / PIU /RIU/ DIU SMART during the term of this Agreement on the conduct and progress of the Sub Project.

Art. 16. The Grant Recipient will give access to the PCMU/PIU/RIU/DIU SMART, as well as to any monitoring consultants hired by the project, at all reasonable times, to the premises or the sites at which the sub-project is being carried out to inspect the progress of the Sub-Project and the equipment's, services and goods acquired, subject to the following conditions. The PCMU / PIU / RIU / DIU SMART shall have to provide reasonable prior notice to the Grant Recipient before such inspection and/or monitoring. The PCMU / PIU / RIU / DIU SMART will comply the rules

of the sub project while entering into its premises. The SMART / World Bank shall have the right to (i) carry out supervision and monitor the implementation of the Grant, including all related social and environmental safeguard obligations; (ii) receive all such information that they shall reasonably request in relation to the Grant; and (iii) conduct random and/or unannounced physical or documentary inspections for the monitoring of, and in relation to, the carrying out of the Sub-Project.

Art. 17. The Grant Recipient will ensure the implementation of the Sub-project under satisfactory performance conditions and make best efforts to achieve the objectives and fulfill all other obligations as detailed in the Agreement.

Art. 18. Grant Recipient is responsible and liable for all acts or omissions in the performance of the Sub Project. S/he will indemnify the PCMU / PIU / RIU / DIU SMART for any loss or damage that the SMART suffer as a consequence of their acts or omissions. Moreover, the grant recipient shall be responsible for the use of the Grant in accordance with the PIP, FMM, PM, CoM, Social and Environmental Safeguards, Anti-Corruption Guidelines and the concluded Agreement and all other legal provisions regarding the Grant. In cases where the Grant has been spent on ineligible items i.e. not in accordance with the agreement, the Grant Recipient will be liable for the reimbursement of the funds thus spent.

Art. 19. The availability of the specified persons and service providers to implement the grant assisted sub-project is an essential term of this Agreement. The Grant Recipient will not change any of the persons specified in the Schedule without prior written consent of the Nodal Officer PIU.

Art. 20. The Grant Recipient is assuring that all the plant, Machinery implement etc. purchased for the project & assets created by implementing project will be insured from time to time.

Art. 21. If the Grant Recipient's performance indicates that the Sub-project objectives are not likely to be achieved, are superseded, or may be achieved by another preferred route, the PIU will give the Grant Recipient written instructions recommendations for improvement. The Recommendation for improvement should be addressed by the Grant Recipient in maximum thirty (30) calendar days. In case of disagreement between the grant recipient and the PIU, this should be discussed

and agreed upon; if the disagreement could not be solved, such dispute shall be resolved by complying with SMART Grievances Redressal Mechanism as per PIP.

Art. 22. Before signing of the Agreement the Grant Recipient will have clearly defined an Activity Schedule, budget and time frame for completion of tasks. Evidence of completion of these activities and verification of their satisfactory completion will be provided by the DIU/ Regional team upon certification by the assigned specialists of the Technical Assistance Team of the SMART.

Art 23. If delays in the activity a payment schedule are likely and cannot be avoided the Grant Recipient may request an extension. This request may be considered by SMART and a no cost extension with justification may be provided.

Art 24. The Payment Schedule will be as defined in the FMM which given in section XII. The detailed proposed Payment Schedule will be agreed to in the Grant Agreement. Please see Section XII.

Art. 25. The SMART may terminate this Agreement by giving 30 days' notice in writing to the Grant Recipient, if the Grant Recipient becomes unable to provide the required services and no substitute arrangements satisfactory to the SMART can be made to continue satisfactory implementation of the Sub project.

Art. 26. The Grant Recipient will ensure that all service providers eventually hired for project implementation respect the conflict of interest rules as per Community Operation Manual.

Art. 27. The Grant Recipient will provide the SMART with all relevant data and interpretations made in relation to the Sub project. Such data may include survey information, ground investigations and other data, calculations, plans, drawings, designs, maps, specifications, reports, instructions and decisions. Requests for these data will be made timely and reasonably.

Art. 28. The Grant Recipient will promptly notify the SMART respective DIU, RIU and PIU of any significant difficulties encountered or foreseen by the Sub-project Manager in carrying out the Sub Project activities.

Art. 29. The SPAC and the PCMU/PIU/RIU/DIU will regularly review the progress for the purposes of running the entire sub-project efficiently and conforming to the budget.

Art. 30. The Agribusiness Value Chain Expert & Subproject Manager will maintain full and accurate records of performance of the Subproject and will provide reports to the PIU & SMART which includes Activity Schedule, outlining the progress of the Sub-project and highlighting activities undertaken, difficulties encountered, and achievements made.

Art. 31. It will be a condition of the Agreement that all environmental and social safeguards indicated in the Project Implementation Plan and Community Operation Manual are respected. Grant Recipient will be held accountable for non-compliance with the relevant environmental and social safeguards applicable to this sub-project; and therefore the Grant Recipient is required to implement all mitigation measures identified and coasted in the FPP and negotiations, including those on waste water management, if applicable.

Art. 32. The Grant Recipient cannot change the proposed value chain in a joint proposal and the ownership of any partner cannot be transferred to others unless otherwise particularly instructed by concerned PIU & PCMU

VI. Conflict of interests

Art. 33. As indicated in the Project Implementation Plan, the Board of Director or Authorized Representative and concerned official shall sign a legal declaration that they will not receive themselves or pay to their own firms from the sub project account. The legal declaration shall be part of the Agreement.

Art. 34. Grant Recipient shall have, at least a Manager and an accountant on fulltime/part time basis

VII. Addresses for communication purposes

Art. 35. Any communication between the parties is effective only if it is in writing, by fax or e-mail, using the contact details mentioned below:

Contact Details		
	Authorized Representative of Grant Recipient (legally responsible person)	Authorized Representative of Grant Provider (Nodal officer of concerned PIU*) *If the signatory of this agreement get retired/transferred ensuing officiating officer will be responsible for legal compliances
Name:		
Address:		
Phone /Fax /e-mail:		

VIII. Effectiveness, Termination

Art. 36. This Agreement becomes effective on the day of signing by concerned PIU SMART and respective grant recipient.

Art. 37. This Agreement will terminate upon completion of the Sub Project in accordance with the Activity Schedule mentioned in Art 4 above unless terminated earlier, or when the SMART officially notifies about termination or cancellation of the Sub Project.

Either of the parties may terminate this Agreement, by written notice to the other, if:

- a) The Grant Recipient becomes unable to provide the required services and no substitute arrangements satisfactory to the SMART can be made to continue satisfactory implementation of the Sub project.
- b) One of the parties is in a material breach of any provision of this Agreement and is unable to remedy such breach within 30 days (or a lesser time if a lesser time is specified in this Agreement) of being notified of the breach by the other.
- c) The Grant Recipient commits an act of bankruptcy (or become insolvent);
- d) The World Bank declares the Grant Recipient ineligible under the Anti-Corruption Guidelines;

- e) One of the parties commits an act of serious misconduct which, in the reasonable opinion of the other, may bring either the SPAC and/or the SMART into dispute; or
- f) The Grant Recipient could cancel the contract if the financing is delayed for over six (6) months.

Art. 38. In case of cancellation of the Agreement as a consequence of non-fulfillment, the Grant Recipient shall transfer an amount of Grant not utilized towards meeting the objectives of Sub Project into the accounts indicated by the SMART within five working days from the SMART's notification. The Grant Recipient shall transfer into the accounts indicated by the PIU any Grant amount with respect to which fraud and corruption has occurred, or with which an ineligible expenditure has been paid, within five days of receiving such notice from the PIU.

Art. 39. If this Agreement is terminated for any reason, the Grant Recipient will immediately cease to use Confidential Information and intellectual property.

Art. 40. In case of termination of this Agreement before completion of the Sub-project, due to default by a third party, other than the Partners, the SMART shall pay the Grant Recipient only such Amount that is the value of the Sub Project actually performed and of any materials and services ordered by the Grant Recipient in anticipation of full performance of the Sub Project. All remaining or uncommitted Amounts, other than those above mentioned, will be immediately returned by the Grant Recipient to the account indicated by the SMART.

Art. 41. In case the Grant Recipient does not pay within the terms above mentioned the claimed amounts according to the written notification sent to him/her by the SMART, the respective Amounts would be recovered pursuant to prevailing law.

IX. Dispute resolution

Art. 42. If any dispute arises between the Grant Recipient and the SMART in relation to this Agreement, the parties will negotiate promptly in good faith in order to amicably resolve the dispute. If the parties are unable to reach an understanding the dispute will be resolved by complying the SMART's Grievances Redressal Mechanism as per PIP and as per the applicable Country Laws shall govern this Agreement.

Art. 43. Any failure by SMART to enforce any of the provisions of this Agreement shall not constitute a waiver of any rights to future enforcement.

X. Force Majeure

Art. 44. Neither the Grant Recipient nor the SMART will be responsible to the other for delay or failure in performance of any of the obligations imposed by this Agreement when such failure is occasioned by unintentional fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, court order or government interference, civil commotion, riot, war, strikes, labor disturbances, natural genetic variations of any living matter or by clause of like or unlike nature beyond the reasonable control and without the fault or negligence of either of the Grant Recipient or the SMART.

XI. Final dispositions

Art. 45. The SMART have engaged the Grant Recipient to perform the sub project as an independent contractor on a non-exclusive basis. SMART PCMU / PIU / RIU / DIU will not be associates of the Grant Recipient.

Art. 46. This Agreement constitutes the sole and entire Agreement between the Grant Recipient and the SMART. A commitment letter signed by all of the applicants of joint proposal clearly defining their roles in the implementation of integrated value chain functions among them will be a part of agreement. Other than this there will be no oral or written agreements, understandings, representations, or commitments of any kind, express or implied, not expressly set out in this Agreement.

Art. 47. All notices under this Agreement shall be in writing and personally delivered, or sent by prepaid post or by facsimile or e-mail to the address of the party to whom the notice is to be given as specified in the Agreement.

Art. 48. Variations, waivers, and modifications of this Agreement shall only be valid if in writing and signed by, or on behalf of the Grant Recipient, and SMART.

Art. 49. The provisions of this Agreement relating to responsibility reporting, confidentiality, intellectual property, publication, termination, and governing law shall not expire when this Agreement ends.

Art 50. In case this agreement is more than two parties than by some reason, if a particular Grant Recipient of a joint proposal can no longer continue the implementation of his/her sub project as per the signed agreement and if the other partner(s) of the same joint proposal come up with alternative scheme by bringing in the other eligible partner doing the same business and acceptable to the

SMART, then the other partner(s) can continue their implementation. In such case the old partner will not be eligible to receive any grant or financial assistance from the SMART. The legal action shall be taken against the defaulter

Art. 51. If the sub project not completed on time as per its indicated objective and time line except in situation of force majeure the grant amount which is not utilized towards meeting the objectives will be recovered from Grant Recipient (GR) as per the prevailing rules and practices of Government of India/Government of Maharashtra. The Grant Recipient further agrees to continue the sub project for at least three years after the grant closing date.

Art. 52 A If any savings towards proposal occur, then the proportionate project grants should be transferred back to the respective Project Implementing Unit Account

Art. 53. Grant Recipient do here by declare that the following statements are true, complete and correct to the best of his/her knowledge and belief. Any misrepresentation of facts, information and documents may ipso facto lead to termination of this agreement

1. Grant Recipient is duly registered at the concerned government office
2. Grant Recipient except farmer groups has obtained Permanent Account Number (PAN) from Income Tax department.
3. Grant Recipient has not received any grant for same project from any source of Government of India/ Government of Maharashtra

Art. 54. Agreement translated version in Marathi will be available however in case of any controversy provision made in English will prevail

SCHEDULE FO ACTIVITES COMPLETION AND COMENCEMENT OF PROJECT

SR.No.	Name of Activity	Expected month of commencement	Expected month of completion
1.	Transit Storage	Feb. 2021	May 2021
2.	Drying Yard	April 2021	May 2021
3.	Required Machinery Purchase & Implement	May 2021	June 2021

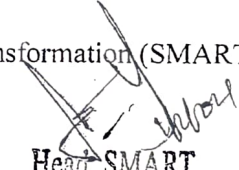
XII. Proposed Payment Schedule

Payment/ Tranche (Phase)	Total cost	Grant Receiptant's Contribution	SMART's grant	Milestone and reports
First	45.00	16.80	28.20	Execution of Storage, Drying Yard, Purchase of Tractor + implement., Training and workshops for farmers.
Second	27	10.00	17.00	Purchase of Combined Harvester , Training and workshops for farmers
Third	33.03	8.04	24.99	Dumping Vechical, Extention Activity, & Other Misc. activity.
Total	105.03	34.84	70.19	

This agreement was executed today 29th January 2021 in three originals, one for each of the parties mentioned below.

From the side of the State of Maharashtra's Agribusiness Rural Transformation (SMART), Project.

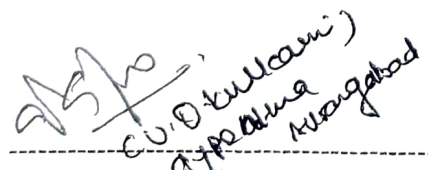


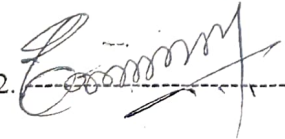

 Head, SMART

 PIU-(Agri.) & Director ATMA,
 Commissionerate of Agriculture, M.S. Pune
 Nodal Officer, PIU

Authorized Representative of Grant Recipient



Witness 1.  _____

Witness 2.  _____



