

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

**CLIMATE-RESILIENT RICE COMMERCIALIZATION SECTOR
DEVELOPMENT PROGRAM (RICE-SDP)**

Loans 3006/3007/8271 and Grants 0349/0350-CAM

**Feasibility Study of Rice Seed Processing, Paddy Drying and Storage Facilities
Contract No. CON-FS/DD/CS (AGRI)**

between

**MINISTRY OF AGRICULTURE, FORESTRY AND FISHERIES
National Implementation Office (MAFF-NIO)**

and

SBK Research and Development Co., LTD

Dated: 29 / September /2017

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I. Form of Contract

LUMP-SUM

This CONTRACT (hereinafter called the "Contract") is made the 20th day of the month of September, 2017, between, on the one hand, the Ministry of Agriculture, Forestry and Fisheries, National Implementation Office (MAFF-NIO) (hereinafter called the "Client") and, on the other hand, SBK Research and Development Co., LTD (hereinafter called the "Consultant").

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) The Ministry of Economy and Finance, through the Royal Government of Cambodia (RGC), has received a loan from the Asian Development (ADB), and grants from the Global Agriculture and Food Security Program (GAFSP) and the Strategic Climate Fund (SCF) to implement the Climate Resilient Rice Commercialization Sector Development Program (Rice-SDP). The Ministry of Agriculture, Forestry and Fisheries, an implementing agency of the Project, intends to apply a portion of the proceeds of this financing 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 grant/loan agreement, including prohibitions of withdrawal from the grant/loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the grant/loan agreement or have any claim to the grant/loan proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (including Attachment 1 "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

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

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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 **Ministry of Agriculture, Forestry and Fisheries,**
National Implementation Office (MAFF-NIO) for Rice-SDP



Kith Seng
Project Director
MAFF-NIO for Rice-SDP

For and on behalf of **SBK Research and Development Co., LTD**



Khnhel Bora
Executive Director
SBK Research and Development Co., LTD