Request for Proposals

Technical Assistance Mission

“Development of ERM and ESG frameworks incorporating environmental and social risks”

Beneficiary Institution: Annapurna Finance

June 2021
Section 1. Letter of Invitation

Montrouge, June 3, 2021

Dear Sir or Madam:

1. The Grameen Credit Agricole Foundation (hereinafter called ‘the Client’ or ‘The Foundation’) has received funding (hereinafter called “the funds”) from the Swiss Agency for Development and Cooperation and from the Ministry of Foreign and European Affairs of Luxembourg (hereinafter called “the Funders”) toward the financing of Technical Assistance missions in the framework of the Smallholder Safety Net Upscaling Programme (SSNUP). Utilisation of the funds is subject to approval by the SSNUP Selection Committee (“the Selection Committee”) the services and contract for which this Request for Proposals is issued.

2. The Foundation now invites proposals to provide the following consulting services: Development of financial services and digital delivery channels for smallholder farmers for Annapurna Finance, in India (hereinafter “the Project”). A restricted number of consulting firms are invited to submit proposals, and have been contacted by email by the Foundation to this end.

3. A consulting firm (the Consultant) will be selected under selection based on consideration of quality and cost (SBQC) and procedures described in this document.

4. After it has shortlisted the preferred proposal, the Foundation will notify the shortlisted Consultant and seek approval from the Selection Committee. The final awarding of the Contract to the shortlisted Consultant is subject to the approval by the Selection Committee of the SSNUP funding allocated to the Contract.

Yours sincerely,

Violette Cubier, Programme Manager – Technical Assistance
Section 2. Instructions to Consultants

1. Introduction

1.1 The Consultants are invited to submit a Technical Proposal and a Financial Proposal (each in a separate document) for consulting services required for the assignment described in the Terms of reference. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant(s).

1.2 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Foundation is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

The Consultants hereby acknowledge that the selection process will be carried out in two stages; after the preferred proposal is shortlisted, the Foundation will seek approval of the Project and of the associated budget by the Selection Committee. Awarding and signature of the Contract with the selected Consultant will be subject to such approval. In the event the Selection Committee does not approve the Project, the associated budget or the shortlisted Consultant, the Foundation is not bound to sign any Contract with the shortlisted Consultant, and reserves the right to abort the process at any time prior signature of the Contract, without thereby incurring any liability to the Consultants.

Conflict of Interest

1.3 The Foundation requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client’s interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.3.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting assignments

(i) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired
for any assignment that, by its nature, may be in conflict with another assignment of the Consultant(s) to be executed for the same or for another Client.

(ii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client’s staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Foundation throughout the selection process and the execution of the Contract.

1.3.2 Consultants 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(s) or the termination of its Contract.

1.4 The Foundation requires that all beneficiaries of its funding, as well as Consultants participating in projects which it finances, adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract.

1.5 In pursuance of this policy, the Foundation defines the terms set forth below as follows:

(a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

(b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

(c) “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;
(d) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

1.6 As a result of its own investigations and findings, and in accordance with its procedures, the Foundation:

(a) will reject a proposal for award if it determines that the Consultant(s) recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;

(b) will declare a Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract with the Foundation.

1.7 The Foundation reserves the right to declare a firm or individual ineligible for a stated period of time to be awarded a contract, if an international or national organization has determined that such firm or individual has engaged in corrupt, fraudulent, collusive or coercive practices.

Environmental and Social Standards 1.8 The Consultants undertake to comply and procure that their Sub-consultants, if any, comply with international environmental and labour standards consistent with applicable law and regulations in the country of implementation of the Project, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties;

Only one Proposal 1.9 Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.
2. Clarification and Amendment of Request for Proposal Documents

2.1 Consultants may request a clarification up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent by standard electronic means to the Client’s address indicated in the Data Sheet. The Client will respond by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants who notified the Client that they will submit a proposal.

2.2 At any time before the submission of Proposals, the Client either at his initiative or in response to a request for clarifications may amend the Request for Proposals (RFP) by issuing an addendum in writing or by electronic means. The addendum shall be sent to all Consultants and will be binding on them. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may extend the deadline for the submission of Proposals.

3. Preparation of Proposals

3.1 The Proposal, as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language(s) specified in the Data Sheet.

Technical Proposal

3.2 In preparing their Technical Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

(i) The estimated number of Professional staff-days or the budget for executing the assignment might be shown in the Data Sheet. However, the Proposal shall be based on the number of Professional staff-days or budget estimated by the Consultants.

(ii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.

(iii) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working
under conditions similar to those prevailing in the country of the assignment.

(iv) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each staff, with a maximum of 10 pages per CV.

Language

(v) Documents to be provided by the Consultants to the Client as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm’s Personnel have a working knowledge of the Client’s national language.

Technical Proposal

3.4 The Technical Proposal shall provide the following information:

(i) A description of the methodology and work plan for performing the assignment on the following aspects: technical approach and methodology, work plan, organization and staffing. The work plan should be consistent with the time schedule which shall indicate as a bar chart the calendar of each activity. Such description should not exceed 10 pages, including graphs, bar chart, comments and suggestions on terms of reference, if any.

(ii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing.

(iii) CVs of the proposed professional staff. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years. Past assignments that are related to the current mission should be clearly highlighted in the CV.

(iv) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member.
A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

The schedule of activities.

The Technical Proposal shall not include any financial information.

**Financial Proposals**

The Financial Proposal should list all costs associated with the assignment, including a breakdown on (a) remuneration for staff (foreign and local, in the field and at headquarters); (b) transportation costs (international and local transportation costs, per diem); (c) equipment and materials (workshop room rental, training and marketing material, development/improvement of technology equipment); and (d) miscellaneous costs (maintenance of equipment, sundry).

The Financial Proposal should clearly estimate, as a separate amount, the taxes (including social security), duties, fees, levies, and other charges imposed in the Client’s country under the applicable law, on the consultants, the sub-consultants, and their personnel (other than nationals or permanent residents of the Client’s country). The Financial Proposal should exclude any taxes (including social security), duties, fees, levies, and other charges imposed in the Client’s country under the applicable law, on the consultants, the sub-consultants, and their personnel (other than nationals or permanent residents of the Client’s country). Such costs shall be borne directly by the Consultant and may not be funded by the SSNUP.

Consultants may express the price of their services in the currency(ies) designated in the Data Sheet.

Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submitted.

The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant(s) are expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.
4. Submission, Receipt, and Opening of Proposals

4.1 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet. Any proposal received by the Client after the deadline for submission shall not be taken under consideration.

4.2 The Client shall open the Technical Proposal immediately after the deadline for their submission. The Financial Proposal will not be open.

5. Proposal Evaluation

5.1 From the time the Proposals are opened to the time the Contract is awarded, Consultants who wish to contact the Client on any matter related to its Proposal should do so in writing only at the address indicated in the Data Sheet. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants’ Proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

Evaluation of Technical Proposals

5.3 The evaluation committee appointed by the Client shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (TS). A Proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Opening and Evaluation of Financial

5.4 After the technical evaluation is completed the Client shall open the financial proposals.

5.5 The Evaluation Committee will verify that the Financial Proposal is fully complete, (i.e. that all items of the Technical Proposal have been costed, failing which the Client will estimate the missing cost and add the estimate to the offered price), and correct any computational errors. Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet. The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed under the applicable law; and to be applied to
foreign and non-permanent resident consultants (and to be paid under the contract, unless the consultant is exempted).

5.6 In case of SBQC, the lowest evaluated Financial Proposal (FP) will be given the maximum financial score (FS) of 100 points. The financial scores (FS) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (TS) and financial (FS) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: \( S = TS \times T\% + FS \times P\% \). The firm achieving the highest combined technical and financial score will be invited for negotiations.

6. **Negotiations**

6.1 Negotiations will be held at the address indicated in the Data Sheet, by email, phone or skype, the objective being to reach an agreement on all the points.

**Technical negotiations**

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”.

**Financial negotiations**

6.3 The financial negotiations will reflect the agreed technical modifications in the cost of the services.

**Availability of Professional staff/experts**

6.4 Having shortlisted the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified.
Conclusion of the negotiations  6.5

Negotiations will conclude with a review of the draft Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.

7. Award of Contract  7.1

After completing negotiations the Client shall consult with the Selection Committee to seek approval on the eligibility of the Proposal for SSNUP funding. After the allocation of SSNUP funding to the Proposal is obtained, the Client shall award the Contract to the selected Consultant, and promptly notify all Consultants who have submitted proposals. Should the Selection Committee not approve the Proposal, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract and proceed with a new consultation of the Selection Committee.

7.2

In the event where the Funder’s selection committee does not approve the Project, the associated budget or the shortlisted Consultant(s), the Client is not bound to sign any contract with the selected Consultant(s), and reserves the right to annul the Contract at any time prior its signature, without thereby incurring any liability to the Consultants.

7.3

The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

8. Confidentiality  8.1

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the notification of the award of Contract.
<table>
<thead>
<tr>
<th>Paragraph Reference</th>
<th>Text</th>
</tr>
</thead>
</table>
| 1                   | Name of the Client:  
Grameen Credit Agricole Microfinance Foundation represented by Violette Cubier,  
Programme Manager, Technical Assistance  
Method of selection:  
Selection based on consideration of quality and cost (SBQC) |
| 2                   | Designation, objectives and brief description of the assignment are as follows:  
Development of ERM and ESG frameworks incorporating environmental and social risks,  
Annapurna Finance |
| 4                   | Clarifications may be requested not later than 2 days before the submission date.  
The email addresses for requesting clarifications is:  
victoire.binson@credit-agricole-sa.fr  
violette.cubier@credit-agricole-sa.fr |
| 5                   | Proposals shall be submitted in the following language: English |
| 6                   | The minimum required experience of proposed professional staff is:  
- 8 years of experience in the development of ERM frameworks  
- 8 years of experience in the development of ESG frameworks |
| 7                   | Reports that are part of the assignment must be written in the following language(s): English |
| 8                   | Training is a major component of this assignment: Yes |
| 9                   | Consultants shall state their price component for cost incurred in Euro. Consultants who intend to incur cost in other currencies for the assignment may state the corresponding price component in Euros. |
| 10                  | Proposals must remain valid 60 days after the submission date. |
Consultants must submit an electronic version of the Proposal. The Proposal submission addresses are:

- violette.cubier@credit-agricole-sa.fr
- victoire.binson@credit-agricole-sa.fr
- ami.faciliteafricaine@credit-agricole-sa.fr

Proposals must be submitted no later than the following date and time:
June 21, 2021, 6:00pm CET

Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specific experience of the Consultants relevant to the assignment</td>
<td>15</td>
</tr>
<tr>
<td>(proven experience in the field, proven knowledge and experience in the technical area)</td>
<td></td>
</tr>
<tr>
<td>Adequacy of the proposed methodology and work plan in responding to the Terms of Reference</td>
<td>50</td>
</tr>
<tr>
<td>Key professional staff qualifications and competence for the assignment</td>
<td>25</td>
</tr>
<tr>
<td>Ability to transfer skills and knowledge</td>
<td>5</td>
</tr>
<tr>
<td>Participation by nationals among proposed key staff</td>
<td>5</td>
</tr>
<tr>
<td>TOTAL</td>
<td>100</td>
</tr>
</tbody>
</table>

The minimum technical score (TS) required to pass is: 60 Points

In case of SBQC, the formula for determining the financial scores is the following:

\[ FS = 100 \times \frac{Fm}{F} \]

In which FS is the financial score, Fm is the lowest price and F the price of the proposal under consideration.

The weights given to the Technical and Financial Scores are:

- TS = 0.8, and
- FS = 0.2

Expected date and location for commencement of consulting services:
July 2021, Bhubaneshwar, India
Section 3. Terms of Reference

1. General information on the mission

<table>
<thead>
<tr>
<th>Location (country and city):</th>
<th>Bhubaneshwar, Odisha, India</th>
</tr>
</thead>
<tbody>
<tr>
<td>Duration (in months):</td>
<td>9 months</td>
</tr>
<tr>
<td>Quick off date:</td>
<td>July 2021</td>
</tr>
<tr>
<td>Beneficiary organization:</td>
<td>Annapurna Finance</td>
</tr>
<tr>
<td>Type of mission:</td>
<td>Development of ERM and ESG frameworks incorporating environmental and social risks</td>
</tr>
<tr>
<td>Category of the mission:</td>
<td>-Internal management : Social performance/impact management and Risk Management</td>
</tr>
</tbody>
</table>

2. Presentation of the beneficiary institution (data as of December 2020)

<table>
<thead>
<tr>
<th>Name</th>
<th>Annapurna Finance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of creation:</td>
<td>2009</td>
</tr>
<tr>
<td>Number of branches</td>
<td>731</td>
</tr>
<tr>
<td>Location of the branches</td>
<td>17 states. Branches are located in rural regions of the country</td>
</tr>
<tr>
<td>Total loan portfolio</td>
<td>INR 42 483 072 687 (equiv. EUR 472 826 388)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mission and vision</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. To provide financial assistance for economic empowerment.</td>
</tr>
<tr>
<td>2. To offer tailor made, need based products for catering to every life cycle need of the clients.</td>
</tr>
<tr>
<td>3. To form and promote Self Help Groups (SHGs) /Joint Liability Groups (JLGs) of the Poor, Women, Needy, Oppressed, and to attain improvement in their socio-economic condition through economic activities.</td>
</tr>
<tr>
<td>4. To give priority to women and to involve them directly in production activities through Self Help groups and access to finance, so that the opportunities are created for additional income.</td>
</tr>
<tr>
<td>5. To provide technical assistance so that the poor become self-sufficient by accumulating and creating their own capital through savings from increased income.</td>
</tr>
</tbody>
</table>

3. Background and rational for the mission

Annapurna Finance, as a microfinance institution, works towards serving the economically marginalized sections of the society, by providing them financial and non-financial services.

Annapurna offers a wide bouquet of credit products to its clients, with both group and individual credit products (business loans, safe water and sanitation loans, dairy development loans, SME loans, home improvement loans). Annapurna’s clientele is mostly rural (86% of borrowers) and 99% are women.

Risk management

Annapurna, with the help of renowned technical partners, has already established a well-defined risk management structure focusing on risk identification and monitoring.
Annapurna’s current risk dashboard is focused on the credit and financial risks. With the rapid growth of the microfinance industry in India, expansion plans of Annapurna in new product segments (loans and savings for the agricultural sector, notably), bigger ticket size loans to SMEs and new regulatory requirements, Annapurna needs to update and improve its risk framework and current risk dashboard.

The recent proposal from Reserve Bank of India, the national regulatory body for all financial institutions, to envision a gradual compliance to BASEL norms among systematically important financial institutions also calls for setting up a well defined ERM framework with an internal risk rating system.

The objective of the mission is to design a robust Enterprise Risk Management (ERM) framework that addresses environmental and social risks, for bigger ticket size loans and micro-loans disbursed in segments vulnerable to such risks, mainly the agriculture dependent population.

### Environmental and social impact

Annapurna already as an environmental policy in place. The goal would now be to go beyond and focus on the implementation of this policy and reporting to improve the organization performance and strengthen its current practices. Through this mission, the organization aims to reduce the implementation and monitoring gap by aligning all relevant policies and processes as per Ethical, Social, Governance (ESG) requirements, develop an ESG dashboard for periodic monitoring, and a uniform reporting format after consultation with investors with high focus on ESG topics, such as Grameen Crédit Agricole Foundation, ADB, Oikocredit etc.

### 4. Global and specific objectives of the technical assistance mission

<table>
<thead>
<tr>
<th>Global objective 1: To develop a holistic risk management framework that incorporates environmental and social risks, and improve the implementation level of the ESG framework</th>
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</thead>
<tbody>
<tr>
<td>1.1 Conduct a detailed study of regulatory landscape and best practices (both at the national and international level) for MFI’s enterprise risk management and ESG framework</td>
</tr>
<tr>
<td>1.2 Evaluate the existing risk dashboard, policies and business processes of Annapurna and identify scope for improvement</td>
</tr>
<tr>
<td>1.3 Develop a holistic risk management framework that incorporates environmental and social risks, a risk adjusted profitability measurement and risks specific to the agricultural sector</td>
</tr>
<tr>
<td>1.4 Evaluate gaps between the ESG framework and current processes/policies and identify scope for improvement on current processes and policies</td>
</tr>
<tr>
<td>1.5 Design a strategy to align all organization policies and processes with the new ESG and ERM frameworks, and to improve current policies and processes, in consultation with the management</td>
</tr>
<tr>
<td>1.6 Train key Annapurna staff on the new risk management and ESG framework</td>
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<table>
<thead>
<tr>
<th>Global objective 2: To develop periodic tracking tools (dashboards) and design a uniform ESG reporting format</th>
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</thead>
<tbody>
<tr>
<td>2.1 Develop a dashboard for ERM for periodic tracking</td>
</tr>
<tr>
<td>2.2 Develop a dashboard for ESG for periodic tracking</td>
</tr>
<tr>
<td>2.3 Develop a uniform ESG reporting format in compliance with international and industry standards</td>
</tr>
<tr>
<td>2.4 Train key Annapurna staff on the ERM and ESG dashboards and on the ESG reporting format</td>
</tr>
</tbody>
</table>
Global objective 3: To develop a risk based internal audit tool

<table>
<thead>
<tr>
<th>3.1</th>
<th>Develop a risk based Internal Audit tool for regular monitoring of the ERM/ESG topics</th>
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<tbody>
<tr>
<td>3.2</td>
<td>Train key Annapurna staff on the internal audit tool</td>
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</table>

5. Activities to be performed by the consultant(s)

The mission will include the following activities:

**Activity 1: To develop a holistic risk management framework that incorporates environmental and social risks, and improve the implementation level of the ESG framework**

- Conduct a detailed study of regulatory landscape and best practices (both at the national and international level) for MFI’s enterprise risk management and ESG framework;
- Evaluate the existing risk dashboard, policies and business processes of Annapurna and identify scope for improvement;
- Evaluate gaps between the ESG framework and current processes/policies and identify scope for improvement;
- Propose improvements on the risk management framework, incorporating environmental and social risks, a risk adjusted profitability measurement and risks that are specific to the provision of services in the agricultural sector;
- Present new ERM framework to Annapurna’s management and governing bodies, and make adjustments as needed;
- Design a strategy to align all organization policies and processes with the new ESG and ERM frameworks, in consultation with the management;
- Train key Annapurna staff (Risk and ERM team, in addition to the management team) on the new risk management framework and risk dashboard (10 people + management team).

**Activity 2: To develop a periodic tracking tool and design a uniform reporting format**

- Develop a dashboard for ERM for periodic tracking;
- Develop a dashboard for ESG for periodic tracking;
- Develop a uniform ESG reporting format in compliance with international and industry standards. To do so, the consultant(s) will have to consult Annapurna’s management and social investors of Annapurna with a high focus on ESG topics, such as Grameen Crédit Agricole Foundation, ADB, Oikocredit, etc.;
- Train key Annapurna staff (Risk and ERM team, in addition to the management team) on the ERM and ESG dashboards and on the ESG reporting format (10 people + management team).

**Activity 3: To develop a risk based internal audit tool**

- Develop a risk based Internal Audit tool for regular monitoring of the ERM/ESG topics, policies and framework, as per the local regulation;
- Train key Annapurna staff (10 staff from the Risk and Audit teams) on the new internal audit tool.
6. Deliverables

**Activity 1:**
- An evaluation report is available on existing risk dashboard, policies and processes and scope for improvement;
- An ERM framework that includes social and environmental risks is available and approved by Annapurna’s management and governing bodies;
- A strategy has been developed to align and improve all organization policies and processes based on the ESG and ERM frameworks;

**Activity 2:**
- A dashboard for ERM is available;
- A dashboard for ESG is available;
- An ESG reporting format is available.

**Activity 3:**
- A risk based Internal Audit tool is available.

All deliverables must be sent within one month after the end of each activity.

7. TIMEFRAME AND LOGISTICS

- The mission will take place in Bhubaneshwar, Odisha, India. Some activities may be conducted remotely over the period.
- The mission is expected to last over a total period of 9 months.