Uttarakhand Gramya Vikas Samiti (UGVS)

Rural Enterprise Acceleration Project (REAP)

invites

Request for Proposals

for

"Hiring of FPO Business Promotion Agency under Rural Enterprise Acceleration Project (REAP) in Uttarakhand"

Ref No: I/132208/RFP/FPO/REAP/2024

Issue date: 29th November 2024

Section I. Letter of Invitation

Dehradun, 29th November 2024

Invitation no. I/132208/RFP/FPO/REAP/2024;

Grant no. \ loan no. 2000004123

Dear Sir/ Madam,

1. The Uttarakhand Gramya Vikas Samiti (UGVS) has been selected as the project implementation agency by the Rural Development Department of the Government of Uttarakhand (GoUK) to implement Rural Enterprise Acceleration Project (REAP) with financial assistance from IFAD. UGVS subject to approval of this financial assistance from IFAD, Government of India (GoI) and GoUK intends to apply a part of the financing for the execution of the consulting services assignment described in paragraph 3 below.
   The use of any IFAD financing shall be subject to IFAD's no-objection, pursuant to the terms and conditions of the financing agreement, as well as IFAD's rules, policies and procedures. IFAD and its officials, agents and employees shall be held harmless from and against all suits, proceedings, claims, demands, lossesand liability of any kind or nature brought by any party in connection with REAP.

2. The goal of REAP is to contribute to the doubling of the income of rural households and reduce distress rural outmigration. The development objective is to build resilience of rural households by diversifying their sources of income through intensified cluster-based climate resilient production systems, promotion of farm and off farm enterprises and creating a supportive ecosystem.
   The project is implemented in all the 13 districts and in all 95 Community Development Blocks (CDBs) of Uttarakhand. The project will build on the work done through Integrated Livelihood Support Project (ILSP) and in 44 CBDs in 11 districts as well as the USRLM which is being implemented in all 95 CBDs across all 13 districts. The total outreach of the project is 560000 households i.e. 2.7 million individuals largely comprising resource poor farmers.
   The development objective of the project shall be achieved through implementing two technical components focusing on:
   (i) Inclusive cluster development,
   (ii) Ecosystem and enabling services for enterprise development,
   (iii) Project management, M&E and knowledge management.

   Implementation Structure:
   The organizational structure covers four level - State, Uttarakhand Gramya Vikas Samiti (UGVS), District and Block. The overriding strategy is for the organizational structure to be flexible in terms of providing both field level and subject matter specialists on a demand led basis. Moreover, as part of the REAP exit strategy the flexibility proposed will ensure that a minimum of project staff will remain at the stage of project completion and the CBOs and FPOS will be capacitated to provide support services of their cluster members independently.
   Executive agency:
   The Rural Development Department is the executing agency to which UGVS reports

   Project Oversight:
   There are two oversight entities:

(i) High Powered Committee, chaired by the Hon. Chief Secretary Uttarakhand
(ii) Project Management Committee, chaired by the Additional Chief Secretary, Rural Development Department.

A Technical Advisory Panel comprising senior experts drawn from public and private sectors will be appointed to provide technical advice and guidance to the Project

Implementing agency:
The loan fund from the IFAD are transferred via the State Government to UGVS which is responsible for implementing the project as per project design report and project implementation manual (PIM). The project is implemented in association with USRLM and in partnership with Uttarakhand Parvatiya Aajeevika Sanvardhan Company (UPASaC), and private sector partners as per needs of specific sectors/ value chain and business opportunities. UGVS has management autonomy and will receive funds via the Rural Development Department for implementation of the project.

Outsourcing:
A large portion of the project staffing are out sourced to service providers: a Management Consulting Facility / Human Resource Agency for professional staff hire; and Human Resource Agency for hiring their services of offices assistants and drivers, and the selection of Technical Agencies for professional support at all levels.

Project Duration:
The duration of REAP project is for 7 years from the year 2022

Project Management Unit:
The project is implemented through the Project Management Unit headed by a Project Director reporting to the Chief Project Director and assisted by the five technical teams under a cadre of directors responsible to convergence, operations, enterprise development, human resources and training and finance with further support from state level professional hired through MCF.

District Project Management Unit:
The level implementation teams will be housed with the District Project Management Units (DPMU) established in each of the 13-project district. The district project managerial and the assistant managerial level staff will be hired through MCF/ HRA.

Likewise, staff at block level will also be engaged through MCF/HRA.

3. The client now invites proposals ("proposals") from eligible interested consulting firms to provide the following services: Hiring of FPO Business Promotion Agency under Rural Enterprise Acceleration Project (REAP) in Uttarakhand funded *by IFAD.* More details on these services are provided in the terms of reference - Section VI. This request for proposals ("RFP") has been addressed to all the eligible interestedIndian National Firms.

4. Unless specifically permitted in the RFP, consultants may not associate with other shortlisted consultants. Subject to restrictions noted in the RFP, consultants may associate with other non-shortlisted consultantsto enhance their capacity to successfully carry out the assignment.

5. The services, and the contract expected to be awarded, are divided into the following phases:*N/A.*

6. A consultant will be selected using ***Quality Cost Based Selection (QCBS) Method*** evaluation procedure in accordance with the IFAD Procurement Handbook dated *December 2019* which is available at

www.ifad.org/project-procurement. The selection process, as described, may include a reference check, prior to contract award.

7. This request for proposals follows the general procurement notice that appeared in newspaper on 20.06.2023, and on the official website of UGVS.

8. The Request for Proposals was advertised in Hindustan Times, Danik Jagran and Amar Ujala newspaper on 29.11.2024

9. The RFP includes the following documents:
   Section 1 - Letter of invitation
   Section 2 - Instructions to consultants
   Section 3 - Technical proposal - standard forms
   Section 4 - Financial proposal - standard forms
   Section 5 - Terms of reference
   Section 6 - Standard forms of contract
   Section 7 – Forms

10. The requested proposal should be submitted online through https://uktenders.gov.in no later than 28.12.2024 till 3:00 PM local time. The following shall be the schedule of Selection Process:

Sl. No.	Event Description	Date	Time
1	Date of downloading tender document	29.11.2024	3:00 PM
2	Pre-Proposal Meeting	07.12.2024	12:00 Noon
3	Last date for seeking clarification, if any	07.12.2024	5:00 PM
4	Start and time for uploading of proposalsin e-Procurement platform	21.12.2024	3:00 PM
5	Last date and time for uploading of proposals in e-Procurement platform	28.12.2024	3:00 PM
6	Time and date for opening of TechnicalProposals	28.12.2024	3:30 PM
7	Time and date for opening of Financial Proposals	To be intimated later	
8	Venue of pre-proposal meeting and opening of proposals	Uttarakhand Gramya Vikas Samiti (UGVS) *216, Phase-II Panditwari, Dehradun, Uttarakhand- 248007* *e-mail ID –sr.procurement@ugvs.org*	

Note: If the office happens to be closed on pre-proposal meeting or proposal opening day, same stands postponed to the next working day without any change in time or venue. However, there will be no change in Proposal submission date on e-portal, unless it is also extended.

11. The proposal must remain valid for 90 (ninety) days after the above submission date. During this period, the consultant shall maintain the availability of professional staff nominated in the proposal.

12. The estimated indicative budget for this assignment is approximate 1.00 crore.
13. Only electronic proposals submitted through https://uktenders.gov.in shall be accepted. The proposal document can be downloaded from the websites: https://uktenders.gov.in and ugvs.in.

14. The successful consultant will have to deposit Performance Security @ 5% of the annual contract value in the form of unconditional Bank Guarantee from a nationalized bank pledged in the name of Uttarakhand Gramya Vikas Samiti before signing the contract.

Yours sincerely,

The Project Director
For Uttarakhand Gramya Vikas Samiti
216 Phase II Panditwari,
Dehradun
Email id: sr.procurement@ugvs.org

Section II. Instructions to Consultants

1. A two-envelope system is to be used.

2. The consultant shall not have any actual, potential or reasonably perceived conflict of interest. A consultant with an actual, potential or reasonably perceived conflict of interest shall be disqualified unless otherwise explicitly approved by the International Fund for Agricultural Development (IFAD or the Fund). A consultant, including their respective personnel and affiliates, are considered to have a conflict of interest if any of them a) has a relationship that provides them with undue or undisclosed information about or influence over the selection process and the execution of the contract, b) participates in more than one proposal under this procurement action, c) has a business or family relationship with a member of the client's board of directors or its personnel, the Fund or its personnel, or any other individual that was, has been or might reasonably be directly or indirectly involved in any part of (i) the preparation of the expression of interest, (ii) the selection process for this procurement, or (iii) execution of the contract. The consultant has an ongoing obligation to disclose any situation of actual, potential or reasonably perceived conflict of interest during expression of interest (if any), preparation of the proposal, the selection process or the contract execution. Failure to properly disclose any of said situations may lead to appropriate actions, including the disqualification of the consultant, the termination of the contract and any other as appropriate under the Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations[1].

3. All bidders are required to comply with the Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations (hereinafter, "IFAD's Anticorruption Policy") while competing for, or in executing, the contract.

    a. If determined that a bidder or any of its personnel or agents, or its sub-consultants, sub-contractors, service providers, suppliers, sub-suppliers, and/or the latter's personnel or agents, has, directly or indirectly, engaged in any of the prohibited practices as defined in IFAD's Anticorruption Policy or sexual harassment, exploitation and abuse as defined in IFAD's Policy to Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse[2] in competing for, or in executing, the contract, the proposal may be rejected or the contract may be terminated by the client.

[1] The policy is accessible at www.ifad.org/anticorruption_policy.
[2] The policy is accessible at https://www.ifad.org/en/document-detail/asset/40738506.

b. In accordance with IFAD's Anticorruption Policy, the Fund may investigate and, when applicable, sanction entities and individuals, including by debarring them, either indefinitely or for a stated period of time, to participate in any IFAD-financed or IFAD-managed activity or operation. A debarment includes, *inter alia*, ineligibility to: (i) be awarded or otherwise benefit from any IFAD-financed contract, financially or in any other manner; (ii) be a nominated sub-contractor, consultant, manufacturer, supplier, sub-supplier, agent or service provider of an otherwise eligible firm being awarded an IFAD-financed contract; and (iii) receive the proceeds of any loan or grant provided by the Fund. The Fund may also unilaterally recognize eligible debarments by any of the International Financial Institutions signatories to the Agreement for Mutual Enforcement of Debarment Decisions.

c. Bidders and any of their personnel and agents, and their sub-consultants, sub-contractors, service providers, suppliers, sub-suppliers, and the latter's personnel and agents are required to fully cooperate with any investigation conducted by the Fund, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to this bidding process or the execution of the contract and to have such accounts, premises, records and documents audited and/or inspected by auditors and/or investigators appointed by the Fund.

d. Bidders have the ongoing obligation to disclose in their quotation and later in writing as may become relevant: (i) any administrative sanctions, criminal convictions or temporary suspensions of themselves or any of their key personnel or agents for corrupt, fraudulent, collusive, coercive or obstructive practices, and (ii) any commissions or fees paid or to be paid to agents or other parties in connection with this bidding process or the execution of the contract. Bidders must disclose the name and contact details of the agent or other party and the reason, amount and currency of the commission or fee paid or to be paid. Failure to comply with these disclosure obligations may lead to rejection of the proposal or termination of the contract.

e. Bidders shall keep all records and documents, including electronic records, relating to this selection process available for a minimum of three (3) years after notification of completion of the process or, in case the bidder is awarded the contract, execution of the contract.

4. The Fund requires that all beneficiaries of IFAD funding or funds administered by IFAD, including the client, any consultants, implementing partners, service providers and suppliers, observe the highest standards of integrity during the procurement and execution of such contracts, and commit to combat money laundering and terrorism financing

consistent with IFAD's Anti-Money Laundering and Countering the Financing of Terrorism Policy.[3]

5. The proposal shall be uploaded on Uttarakhand e-procurement Portal http://uktenders.gov.in Proposal submitted through any other medium shall not be accepted.

6. The Technical and the Financial Proposal shall be uploaded in the respective folders i.e Technical proposal shall be uploaded in the Technical Folder and Financial Proposal shall be uploaded in the Financial Folder available on e- Procurement Portal.

7. The technical proposal shall be based on the technical forms attached in section 3 including the CVs of the proposed staff.

8. The evaluation committee 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 here below:

The consultant will be rejected if its proposal does not clearly demonstrate that it meets the following minimum mandatory criteria:

	Minimum Mandatory Criteria
Ref	**Item**
Mandatory Criterion 1	The bidder organization shall satisfy the minimum mandatory criteria as mentioned below: (i) Shall be any legal entity registered in India under the relevant Act or any institution established under any Act of Government of India or State and in existence for past 3 years. (ii) Should have valid GST Registration and PAN Number. (iii) Should not have been blacklisted/debarred by any government organization / department or any govt. agency as on date of issuance of this RFP. (iv) The average annual turnover shall not be less than Rs. 2.00 crore in last three (3) financial years (i.e. 2021-22, 2022-23 and 2023-24) Enclose CA Certificate. (If not audited, provisional certificate certified by CA may also be submitted for F.Y 2023-24). (v) Should have prior experience in any State of the country of successfully execution of at least One (1) Similar Assignments having contract value of not less than INR One (1) Crore, in the last five financial years. (i.e. 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24). (Enclose copy of work order/ work completion certificate or any other supportive document like CA certificate).

[3] The policy is accessible at https://www.ifad.org/en/document-detail/asset/41942012.

		(Similar assignment refers to working as Mobilization of farmers/ Formation or Promotion of Farmers Producer Organizations / Business Planning/ establishing Market and Credit linkages for FPOs which should be demonstrable through experience of working with Central/ State Governments/ PSUs/ Trusts and Co-operatives.)

The client shall use the following criteria and sub-criteria in scoring the technical proposal of each consultant

Criteria, sub-criteria, and point system for the evaluation of Technical Proposals.		
	Criteria, sub-criteria	**Points**
1.	**Relevant Experience in Similar Assignment in the country (30 Points)**	
(a).	Experience of the Firm/agency in facilitating establishment of Pre-harvest/ Post-harvest Infrastructure facilities viz. Seed Processing Units/ Pack houses/ Warehouses/ Cold Storages/ Custom Hiring Centers/ Common Facility Centers/ Primary & Secondary Processing Units/ Cold Chain/ Supply Chain Management/ Branding/Marketing etc. in any government project/organization in consonance with projects qualifying under minimum eligibility criteria. Experience not relevant or not to the scale of the current project may not be considered for evaluation	
	03 points for each assignment with the value of each assignment shall be Rs. 50 Lakh, maximum up-to 12 points.	
(b).	Experience of the Firm in promotion of FPO's .	
	03 points for each assignment, maximum up-to 6 points. (Annual turnover min 25 lakh of each with audited balance sheet of FPO)	
(c).	Experience of the Firm in establishment of Market Linkages/Partnership for FPO's for at least 03 Agri Products with minimum INR 5 lakh in each.	
	03 points for each assignment, maximum up-to 6 points.	
(d).	Diagnostic Study /Survey for establishment of Value Chain. (Consultant will submit survey / study as enclosure of RFP)	
	03 points for each assignment, maximum up-to 6 points.	
	Total points for this criterion	**30**
2.	**Approach & Methodology/ Team Size/ Work Plan (30 points)**	
	I. Understanding of TOR, Approach & Methodology (20 Points)	
	II. Team Composition (05 Points)	
	III. Work Plan (05 Points)	
	Total points for this criterion	**30**
3.	**Key Experts (40 Points)**	
	1. Team Leader /Coordinator 16 points	
	2. Agri Business Expert 8 points	
	3. Pre-Post Harvest Management Expert 8 points	
	4. Sales and Marketing Expert 8 points	
	Total points for this criterion	**40**

	Total points for all criteria	**100**
	The minimum technical score (St) required to pass is:	**70**

All above positions at Sl. 3 will be evaluated for 100 marks and adjusted to the points assigned proportionately.

Note:

1. In order to establish the eligibility against each criteria above, bidder shall enclose copy of relevant documents including GST Certificate, Copy of Pan Card, Certificate of Incorporation, copy of work order/ agreements/ work completion certificate, CV's, CA Certificates and all other relevant documents along with all TECH forms as required in this RFP.
2. Only completed assignments to be considered. However, ongoing assignments in which at least 60-70% of the work has been completed shall be considered (enclosed supportive CA certificate).
3. For qualifying experience of the firm, only experience within the country will be considered.

9. A proposal shall be rejected at this stage if it does not respond to important aspects of the request for proposals (RFP), and particularly the terms of reference or if it fails to achieve the minimum technical score indicated of **70** points.

10. After the technical evaluation is completed, the client shall inform the consultants who have submitted proposals about the technical scores obtained by their technical proposals, and shall notify those consultants in writing whose proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their financial proposals will be returned unopened after completing the selection process. The client shall simultaneously notify in writing consultants that have secured the minimum qualifying mark of the date, time and location for opening the financial proposals. The opening date should allow consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of financial proposals is optional.

11. Financial proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultants and the technical scores of the consultants shall be read aloud. The financial proposal of the consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These financial proposals shall be then opened, and the total prices read aloud and recorded. A copy of the record shall be sent to all consultants and IFAD (in case of prior review).

12. The financial evaluation shall be based on the financial forms attached in section 4.

13. Combined technical/financial evaluation:

The evaluation shall be done on cost-based selection (QCBS)

"the total score is calculated by weighting the technical and financial scores and adding them as per the following:

The lowest evaluated financial proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other financial proposals will be computed as follows: Sf = 100x Fm/F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the technical proposal; P = the weight given to the financial proposal; T + P = 100)

The weight given to the technical proposal,T=70%

The weight given to the financial proposal,P= 30%

S = St x T% + Sf x P%. The firm achieving the highest combined technical and financial score will be invited for negotiations.

14. Notice of intent to award: after the completion of the evaluation report and having obtained all the necessary approvals per the IFAD Procurement Handbook, the client shall send the notice of intent to award to the successful consultant. The notice of intent to award shall include a statement that the client shall issue a formal notification of award and draft contract agreement after expiration of the period for filing a bid protest and the resolution of any bid protest that are submitted. Delivery of the notice of intent to award shall not constitute the formation of a contract between the client and the successful consultant and no legal or equitable rights will be created through the delivery of the notice of intent to award.

    At the same time it issues the notice of intent to award, the client shall also notify, in writing, all other consultants of the results of the bidding. The client shall promptly respond in writing to any unsuccessful consultant who, after receiving notification of the bidding results, makes a written request for a debriefing or submits a bid protest as provided in the IFAD Procurement Handbook.

15. Negotiations: negotiations will be held on the following date and address:

    a. January 2025

    b. Uttarakhand Gramya Vikas Samiti
    216 Phase II Panditwari, Dehradun.

16. The successful consultant will be invited to negotiations via the notification of award (NoA). This Notification of Award is subject to successful negotiations. The consultant will, as a pre-requisite for attendance at the negotiations, confirm the availability of all the key

professional personnel listed in the technical proposal. Failure to confirm such personnel may result in the client proceeding to negotiate with the next-ranked consultant. Representatives conducting negotiations on behalf of the consultant must have written authority to negotiate and conclude the contract on behalf of the consultant.

17. The consultant is expected to commence the assignment by February 2025 (tentative) and at the followingaddress:

The Project Director
For Uttarakhand Gramya Vikas Samiti216 Phase II Panditwari,
Dehradun
Email id: sr.procurement@ugvs.org

Section III. Technical Proposal - Standard Forms

TECH-1 Technical proposal submission form

TECH-2 Consultant's organization and experience

TECH-3 Comments or suggestions on the terms of reference and on counterpart staff and facilities to be provided by the client

TECH-4 Description of the approach, methodology and work plan for performing the assignment

TECH-5 Team composition and task assignments

TECH-6 Curriculum vitae (CV) for proposed professional staff

TECH-7 Staffing schedule

TECH-8 Work schedule

Form TECH-1 Technical Proposal Submission Form

[Location, Date]
To:

Dear Sirs or Madams,

1. We, the undersigned, offer to provide the consulting services: "*[insert title of assignment]*" in accordance with your request for proposal dated *[insert date of issuance of RFP]* and our proposal. We are hereby submitting our proposal, which includes this technical proposal, and a financial proposal in separate envelopes.

2. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

3. If negotiations are held during the period of validity of the proposal, we undertake to negotiate on the basis of the proposed staff. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

4. We undertake, if our proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the terms of reference.

5. Our proposal is open for acceptance for a period of ninety (90) days.

6. Our firm, its associates, including any subcontractors or suppliers for any part of the contract, have not been declared ineligible by the Fund and have not been subject to sanctions or debarments under the laws or official regulations of the client's country or not been subject to a debarment recognized under the Agreement for Mutual Enforcement of Debarment Decisions (the "Cross-Debarment Agreement")[4], beyond those declared in paragraph 12 of this proposal submission form.

7. We acknowledge and accept the IFAD Revised Policy on Preventing Fraud and Corruption in its Activities and Operations. We certify that neither our firm nor any person acting for us or on our behalf has engaged in any prohibited practices as provided in ITC Clause 3. Further, we acknowledge and understand our obligation to report to anticorruption@ifad.org any allegation of prohibited practice that comes to our attention during the selection process or the contract execution.

8. No attempt has been made or will be made by us to induce any other consultant to submit or not to submit a proposal for the purpose of restricting competition.

9. We acknowledge and accept the IFAD Policy to Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse. We certify that neither our firm nor any person acting for us or on our behalf has engaged in any sexual harassment, sexual exploitation or

[4] The Cross-Debarment Agreement was entered into by the World Bank Group, the Inter-American Development Bank, the African Development Bank, the Asian Development Bank and the European Bank for Reconstruction and Development, additional information may be located at: http://crossdebarment.org/.

abuse. Further, we acknowledge and understand our obligation to report to ethicsoffice@ifad.org any allegation of sexual harassment, sexual exploitation and abuse that comes to our attention during the selection process or the contract execution.

10. The following commissions, gratuities, or fees have been paid or are to be paid with respect to the selection process:

Name of recipient	Address	Reason	Amount	Currency

(If none has been paid or is to be paid, indicate "none.")

11. We declare that neither our consulting firm nor any of its directors, partners, proprietors, key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners have any actual, potential or perceived conflict of interest as defined in ITC Clause 2 regarding this selection process or the execution of the contract. *[insert if needed: "other than the following:" and provide a detailed account of the actual, potential or perceived conflict].* We understand that we have an ongoing disclosure obligation on such actual, potential or perceived conflicts of interest and shall promptly inform the client and the Fund, should any such actual, potential or perceived conflicts of interest arise at any stage of the procurement process or contract execution.

12. The following criminal convictions, administrative sanctions (including debarments) and/or temporary suspensions have been imposed on our consulting firm and/or any of its directors, partners, proprietors, key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners:

Nature of the measure (i.e., criminal conviction, administrative sanction or temporary suspension)	Imposed by	Name of party convicted, sanctioned or suspended (and relationship to the consultant)	Grounds for the measure (i.e., fraud in procurement or corruption in contract execution)	Date and time (duration) of measure

If no criminal convictions, administrative sanctions or temporary suspensions have been imposed, indicate “none”.

13. We acknowledge and understand that we shall promptly inform the client about any material change regarding the information provided in this proposal submission form.

14. We further understand that the failure to properly disclose any of information in connection with this proposal submission form may lead to appropriate actions, including our disqualification as consultant, the termination of the contract and any other as appropriate under the IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations.

15. We understand you are not bound to accept any proposal that you may receive.

16. We further certify to have read, understood and agreed to be bound by the Privacy Policy of IFAD (accessible at https://www.ifad.org/en/privacy).

Yours sincerely,

Authorized signature *[In full and initials]*: _____

Name and title of signatory: _____

Name of firm: _____

Address: _____

Form TECH-2: Consultant's Organization and Experience

A - Consultant's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity for this assignment.]

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. A separate form shall be filled for each relevant assignment]

Assignment name:	Approx. value of the contract (in current INR):
Country: Location within country:	Duration of assignment (months):
Name of client:	Total no. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current INR):
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated consultants:
Name of associated consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as project director/coordinator, team leader):
Narrative description of project:	
Description of actual services provided by your staff within the assignment:	

Firm's name: _____

Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the terms of reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your proposal.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the client according to terms of reference including: administrative support, office space, local transportation, equipment, data, etc.]

Form TECH 4: Description of Approach, Methodology and Work Plan for Performing the Assignment

[Technical approach, methodology and work plan are key components of the technical proposal. You are suggested to present your technical proposal divided into the following three chapters:

a) technical approach and methodology,
b) work plan, and
c) organization and staffing,

a) Technical Approach and methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the work schedule of form TECH-8.

c) Organization and staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

Form TECH-5 Team Composition and Task Assignments

Professional staff				
Name of staff	**Firm**	**Area of expertise**	**Position assigned**	**Task(s) assigned**

Form TECH 6: Curriculum Vitae (CV) for Proposed Professionals Staff

1. **Proposed position** *[only one candidate shall be nominated for each position]:* ___

2. **Name of firm** *[Insert name of firm proposing the staff]*: _____

3. **Name of staff** *[Insert full name]:* _____

4. **Date of birth**:_____**Nationality**: _____

5. **Education** *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:* _____

6. **Membership of professional associations**: _____

7. **Other training** *[Indicate significant training since degrees under 5 - education were obtained]*: _____

8. **Countries of work experience***: [List countries where staff has worked in the last ten years]:*_____

9. **Languages** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:* _____

10. **Employment record** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]*:

From *[Year]*: ___To *[Year]:* _____

Employer:_____

Positions held: _____

11. Detailed tasks assigned	12. Work undertaken that best illustrates capability to handle the tasks assigned
[List all tasks to be performed under this assignment]	*[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]* Name of assignment or project: Year: Location: Client: Main project features: Positions held: Activities performed:

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____Date: _____

[Signature of staff member or authorized representative of the staff] *day/month/year*

_____

Full name of authorized representative:

Form TECH 7: Staffing Schedule[5]

N°	Name of staff	Staff input (in the form of a bar chart)[6]													Total staff-month input		
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field[7]	Total
Foreign																	
1		[*Home*]															
		[*Field*]															
2																	
3																	
N																	

[5] For professional staff the input should be indicated individually; for support staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

[6] Days are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

[7] Field work means work carried out at a place other than the consultant's home office.

											Subtotal							
Local																		
1		[*Home*]																
		[*Field*]																
2																		
N																		
											Subtotal							
											Total							

Full time input
Part time input

Form TECH 8: Work Schedule

N°	Activity	Months[8]												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
n														

[8] Duration of activities shall be indicated in the form of a bar chart.

Section IV. Financial Proposal - Standard Forms

FIN-1 Financial Proposal Submission Form

FIN-2 Financial Proposal

Form FIN-1 Financial Proposal Submission Form

(To be submitted in Financial Folder on e-portal)

Form FIN-2 Financial Proposal

(To be submitted in Financial Folder on e-portal)

Section V. Terms of Reference

Terms of reference for hiring FPO Business Promotion Agency

Background

Rural Enterprise Acceleration Project (REAP) is an externally aided project which is being implemented by UGVS and funded by the International Fund for Agriculture Development Agency (IFAD). The main objective of this project is to double the income of farmers/rural people and control distress out-migration. To achieve the above objective, the project is working through community institutions by promoting Farmer producer organisations (FPOs). UGVS-REAP wants to strengthen these FPOs/FPC and develop them into business organisations for which an FPO/FPC Business Promotion Agency (FBPS) is required. FPO/FPC Business Promotion Agency will preferably be private sector business entities (Companies, partnership firms and LLPs), trusts, cooperatives and non-government organisations and should have proven experience in FPOs strengthening and business development.

1- Objective of hiring FPO Business Promotion Agency

The main objective of hiring an FPO Business Promotion Agency (FBPA) is to support FPOs in identifying and preparing a business plan for each FPO. This involves facilitating the engagement of the required staff to establish and manage the identified businesses, strengthen capacity of the Board of Directors to manage the businesses, and capacitate staff engaged to establish and manage the businesses with proper systems and processes for accounting. The FBPA will also be responsible for introducing appropriate governance systems and managing the affairs of FPOs to make them profitable and sustainable business institutions.

2- Scope of work

The FPO mobilisation work will start with establishing a core team at the state level comprising a Team Leader with FPO promotion, governance, and business management experience, an Agribusiness Expert, Pre and post management expert and a Sales and Marketing Expert. This shall be followed by engaging staff to manage the FPOs, a review of the FPO and its governance systems, and the implementation of activities to strengthen the governance structure and the business activities that can be taken up.

Once businesses are identified, their viability and the appropriate legal framework required for the efficient functioning of the FPOs will have to be worked out. The FPO mobilization work will start with establishing a core team at state level comprising a team the identification of businesses, their viability and the appropriate legal framework required for the efficient functioning of the FPOs. The legal frameworks available are the Cooperatives Act and the Farmer Producer Companies Act. The Farmer Producer Company Act has a high level of compliance requirements. The FPOs, in their infancy, are unable to comply with these requirements. Hence, the FPOs will be registered under the Cooperative Act. The FBPAs will identify the business possibilities for the FPOs and make detailed business plans for enabling the FPOs to establish the identified business/es with viability assessments. Once the identified business is assessed as viable, the project's FPO support will start. Project also planning to farm one Farmer Producer Company (FPC) at state level to cater the marketing and business tie ups with these district level federations /cooperatives (FPOs) which will support to the cluster level federations and cooperatives. FBPA will be responsible to farm, strengthening the FPC with networking of existing FPOs of REAP to cater the business of FPOs specially marketing and business tie ups.

FBPA will select and engage staff for managing the FPO/FPC. There is a fixed provision for FPO/FPC staff, which is a lump sum of Rs. 8,40,000 (Rupees eight lakh forty thousand only) per year for staff salary/honorarium and Rs. 3,00,000 (Rupees three lakh only) per year for operating expenses. Operating expenses include travelling of staff, Office rent, stationary, electricity bill, insurance of staff and BoD meetings. FBPA will facilitate FPOs and FPC to engage three kinds of staff, i.e. FPO Manager/CEO (1), Business Facilitator/Promoter (1) and Accountant (1). The FPOs/FPC will recruit the above staff with facilitation and handholding support from the FBPA, who will monitor the progress and mentor staff during the assignment period. Payment of FPO staff will be released by the respective District Project Management Units

(DPMUs) on a quarterly or monthly basis in advance based on the recommendation of the FBPA directly to the FPO/FPC. FPO/FPC Staff terms of reference are given in Annex 1.

FBPA will take the lead in the day-to-day hand-holding of FPO/FPC staff and the Board of Directors to implement the business/sub-project/FPO activities and will be responsible for implementing key tasks and ensuring deliverables on time.

To implement key tasks and ensure deliverables, FBPA shall ensure a competent team of subject matter specialists to handle issues related to: (i) human resource deployment, developing a governance and accounting system for the FPOs, ensuring all types of legal and business compliances; (ii) member mobilization and share capital collection; (iii) value chain based business planning, value chain development and strengthening of supply chain; (iv) preparation of sub-projects for FPOs for funding by REAP; and (v) handhold to the FPO staff and Board of Directors to implement sub-projects and carry out business operations to achieve sustainability. FPC work will be very confined which will support district level federations/FPOs in business tie ups and strengthen of supply chain, demand creation and marketing.

The FBPA will engage a core team of subject matter specialists at the state level. The qualification and experience requirements for the core team are provided in the table below.

Since the agency need to do extensive work with FPOs, it is expected that ideally the resources/staff shall be in the field for three weeks in a month and at the Headquarters(PMU) during the one week in month for reporting and coordination purposes. These are however indicative and agency may modify this as per requirement to achieve deliverables.

Position Name	Qualification	Experience
Team Leader/Coordinator	Any graduate in agriculture/ enterprise development/Social welfare and allied sector (Preference would be provided to PG in Management/ agribusiness/ Rural enterprise development or related field.)	Minimum 8 years of experience in FPO management with a proven track record in managing at least 3 FPOs or similar entities. Candidates should have led FPOs with a cumulative turnover of at least ₹75 Lakh. Experience in resource mobilization, community mobilisation/share mobilisation, human resource deployment, developing a good governance system and strategic leadership, with verifiable outcomes such as increased membership by 25% or a 20% improvement in profitability. Candidates must demonstrate leadership in managing multi-functional teams of 20+ staff.
Agri Business Expert	Postgraduate in Agriculture, preferably with specialization in Agribusiness or related fields such as value chain analysis and agribusiness innovation.	At least 5 years of experience in production planning and business planning for the Agri and allied sectors, with hands-on implementation of business plans for at least 3 FPOs, cooperatives, or CBOs with a combined annual turnover of ₹75 lakh or more. Experience in developing market linkages resulting in a 15%+ increase in revenue or 10%+ reduction in production costs. Expertise in stakeholder management and financial modeling across multiple product lines is essential.
Pre & Post-harvest Management Expert	Postgraduate in Agriculture, Horticulture, Post-Harvest Technology, or related fields with certifications in food safety, storage management, or logistics optimization.	Minimum 5 years of professional experience in pre-harvest / post-harvest management of agricultural or horticultural products. The candidate should have adequate knowledge and experience in modern agricultural techniques, including precision

		farming, crop selection, and sustainable farming practices. Experience of working with FPOs producing high-value crops. Proven success in reducing post-harvest losses by 10% through innovative practices and technology-driven solutions for storage, logistics, and cold-chain operations. Strong knowledge of the value chain of various agri-products, including cereals, fruits, vegetables, and pulses, and experience working with FPOs or cooperatives with a scale of handling post-harvest operations with tune of ₹ 30 lakh.
Sales and Marketing Expert	Postgraduate in Management, with a preference for candidates specializing in Marketing, Digital Marketing, or E-commerce platforms.	More than 5 years of experience in sales and marketing, with at least 3 years focused on the Agri-allied sector. The candidate should have driven sales growth for FPOs or agribusinesses with a turnover of at least ₹50 lakh per annum. Proven experience in developing marketing strategies resulting in a 20%+ revenue increase and establishing digital marketing or B2C platforms. Hands-on experience with branding, packaging, and inventory management across at least 3 product lines is preferred.

Note:

1- The organization may have to provide part time services of CA/CS as required for the smooth operation of FPOs and maintenance of their books of accounts.

2- The organization may also need to engage experts beyond the above mentioned to achieve the targets as defined in deliverables of this RPF.

The cost of engaging and deploying the above team will be part of the FBPA management fee. The above-mentioned FBPA team shall be responsible for completing the work against the key tasks and deliverables in collaboration and coordination with FPO Staff.

The team of FBPA shall be responsible for completing the work against the key task and deliverables in collaboration and coordination with FPO Staff.

It is responsibility ofthe FBPA to facilitate FPOs to ensure staff availability throughout the assignment period. All staff contracts issued by the FPOs should have a one-month notice period for staff resigning from their positions. If a position becomes vacant, the FBPA will facilitate to FPos to ensure staff availability against the vacant position within 15 days.

2.1 Key Task for FBPA

Establish a core Team

FPO Business Identification

- **Survey and Assess the value chains:** Survey and Assess the value chains of the participating farmers and make a preliminary identification of the members' businesses that can be expanded and the businesses that FPOs/FPC can establish in consultation with DPMUs.
- Surveying in a catchment of FPOs and identifying ones where relevant crops are currently being grown or have the potential to be grown. Survey should include the points i.e. a) Production area covered b) Varieties grown c) Planting & harvesting window d) Cropping cycles e) Production practices followed f) Current production challenges faced g) Current markets / points of sale and h) Existing grower association with LC / CLF
- **Variety Selection & Package of Practice Design:** Identify suitable crop varieties for the target crops and prepare recommended package of production practices with a focus on quality & climate compatibility of crops

FPO and FPC HR recruitment and staff management Policy Development

Develop recruitment and staff management policies for hiring quality personnel to make the FPOs and FPC a sustainable business entity based on the preliminary identification of businesses.

Staff Job Descriptions: Review existing terms of reference and revise them with clear and detailed job descriptions for each role (e.g., Manager, Business facilitator, and Accountant).

Staff performance indicator: Develop a staff performance assessment framework to achieve the profitability of FPOs/FPC to sustain in the long term.

Candidate Sourcing: Support and facilitate to FPOs for advertisement in national newspapers or Source candidates through job portals, local networks etc.

Screening and Interviews: Support and facilitate to FPOs to conduct screening and interviews to select qualified candidates.

Hiring and Onboarding: Support and facilitate to FPOs to finalize the hiring process and conduct an onboarding program for new staff members of FPOs with legal formalities.

Establishment of FPO/FPC office

Office establishment: Support FPOs and FPC to set up offices in consultation with DPMUs at suitable locations.

Developing Basic understanding of FPO/FPC staff and BoD

Handhold on essential aspects of FPOs at the site, i.e. Conducting BoD, AGM, roles and responsibilities of office bearers, BoD members and committees in the context of the laws of FPOs.

Community and stakeholder engagement and Support

Outreach: Engagement of local farmers /entrepreneurs/Institutions to encourage participation in the FPOs activities and provide support as needed.

Support Services: Provide ongoing support services such as advisory and technical assistance to FPOs/FPC BoD and staff.

Establish productive alliances/partnerships with the private sector to create good business opportunities, especially in backward and forward linkages, and grow the business of FPOs in collaboration with CLFs and LCs.

Profit/Dividend distribution: Guide and handhold the distribution of profit and dividends to their members, farmers, and entrepreneurs.

Production & Value Addition and Business plan development

- Production Planning: Design a template to predict raw material demand, activate production networks (both existing & new), and monitor production
- Develop template to estimate demand for each product by analyzing past sales trends, collecting expected demand from in-house brands and by engaging with potential bulk customers
- Develop template to identify existing / new growers to meet the estimated demand
- Design SOPs to get commitment from interested growers
- Prepare SOPs for ensuring availability of planting material and other agri inputs for contracted growers, and for monitoring crop status
- Prepare SOPs for crop monitoring

Business Planning: Prepare business plans based on the potential value chain identified FBPA by involving member CLFs/LCs, farmers and entrepreneurs.

Quality Control: Establish quality control procedures to maintain high standards in production and value addition.

Product Development: Support the development of value-added products to enhance marketability.

Marketing, Sales and inventory management

Marketing Strategy: Develop a marketing strategy for FPOs/FPC in collaboration with other stakeholders and implement marketing strategies to promote FPO products.

Sales Channels: Establish and guide FPOs/FPC to manage sales channels to reach target customers. Promote FPOs/FPC to maximize sales turnover to earn profit for financial sustainability.

Inventory Management: Establish an inventory management system

Financial Management and procurement systems establishment

Establishing of Financial management and procurement system: Handhold staff and BoD in financial management, including accounting and financial reporting, i.e. MPRs, audits reports, etc. Establish a system for procurement of goods, works and services and ensure transparency.

Monitoring and Reporting: Implement systems for financial monitoring and regular reporting.

Documentation and Reporting

Monthly Reports: Provide reports on progress, challenges, and achievements and equip BoD and staff to prepare independently in the future.

Annual Report: Prepare an annual report summarizing the overall performance and impact of the FPO.

Liaising with REAP Team: Liaise with REAP district Units to implement REAP activities and report progress through physical or REAP MIS/other reporting applications.

Convergence and resource mobilisation

Convergence and coordination: Coordinate with the line department and other stakeholders to access resources for enterprise establishment and asset creation.

Establishing bank linkages: Guide to FPOs/FPC to mobilize the financial resources from financial Institutions for enterprise establishment.

Compliance and Governance

Regulatory Compliance: Ensure that all FPO/FPC operations comply with local and national regulations.

Governance Framework: Establish a governance framework to ensure transparency, accountability, and efficient management.

Sustainability and Scale-Up

Sustainability Plan: Guide to FPO/FPC staff to develop a plan to ensure the long-term sustainability of the FPO.

Scale-Up Strategy: Create strategies for scaling up operations and expanding the FPO's reach and impact.

3. Placing of the staff of FBPA

FBPA's Subject Matter Specialist team staff will be placed at a central/suitable location in the project area. They will support the FPOs/FPC on-site and guide the day-to-day Implementation.

4. Reporting of the FBPA

FBPA Subject Matter Specialists will have to submit monthly work and visit plans and submit the same to DPMUs with a copy to the UGVS-Head Office. The staff of DPMUs will facilitate the team in day-to-day routine implementation.

5. Duration of the Assignment

The duration of the assignment will be three years (36 months) with date of commencement of contract, and FPO/FPC staff will be on the roll of FPOs/FPC.

6. Number of FPOs/FPC to be supported and their location

Under REAP Uttarakhand gramya vikas Samiti (UGVS) will promote 15 FPOs (1 in each districts i.e Almora, Bageshwar, Chamoli, Champawat, Dehradun, Haridwar, Nainital, Pauri, Pithoragarh, Rudraprayag, Tehri, Udhamsingh Nagar and Uttarkashi) with support of FBPA in Uttarakhand. District like Dehradun, Pauri or haridwar may have option more than one FPOs. Besides above a Farmer Producer Company (FPC) will be established at the state or suitable level with the membership of the district level REAP FPOs.

7. Deliverables and timeline

S.No	Deliverables	Expected time of completion	Remarks
7.1	Setting of office and placing of staff of FBPA in the field and Interaction with DPMUs	CCO+1 Month	Submission of Report of office establishment, staff recruitment (standard CVs) and interaction with to PMU.
7.2	Operational of FPOs office and recruitment of quality staff as per terms of reference	CCO+2 Months	Submission of Staff detail recruited to DPMUs and PMU with qualification and experience data (Standard CVS)
7.3	Diagnostic study of value chain and Making an assessment of the business potential and identifying a business that is viable.	CCO+3 Months	Submission of Value chain diagnostic study with potential value chain that is for viable for FPOs business.

7.4	Engagement of 60% of community Institutions (LCs/CLFs) and REAP entrepreneurs of the districts with FPO.	CCO+4 Months	FPO wise detail of engaged members in FPOs with evidence of their shares in FPOs certified with DPMUs
7.5	Development of business plan OF FPOs/FPC in collaboration of members i.e. CLFs/LCs vetted by REAP Team (REAP service provider)	CCO+5 & 6 Months	Submission bankable of Business plans of FPOs duly vetted by stakeholders (FPOs, DMUs and prominent value chain stakeholders/Departments)
7.6	Establishment of a minimum of three partnerships with each FPOs/FPC with financial and marketing Ventures.	CCO+7 Months	Submission of MoUs with clear roles and responsibilities, ownership and profit sharing mechanism etc.
7.7	Preparation of a sub-projects for each FPO/FPC for funding by REAP and start establishing the business.	CCO+8 Months	Submission of worthy projects which is beneficial to FPOs and acceptable to REAP.
7.8	**Sales Turn Over**		
7.8.1	**First year**: INR 0.4 crore sales turn over per FPO.	CCO+9 TO 12	Sales turn over 10 Lakh per Month as per books of account report.
7.8.2	**Second year**: INR 1.20 crore sales turn over per FPO. Note-Not more than 5% sales on credit	CCO+13 to 24 Months	Revision of Business plan based on previous year experience. Sales turn over 10 Lakh per Month as per books of account.
7.8.3	**Third year:** INR 1.32 crore sales turn over Per FPO. Note-Not more than 5% sales on credit	CCO+25 to 36 Months	Revision of Business plan based on previous year experience. Sales turn over 11 Lakh per Month as per books of account
7.9	**Profitability**		
7.9.1	**First year:** Able to cover 100% of the operating costs. (Min 3.0 Lakh Net profit per FPO)	CCO+9 to 12 Months	
7.9.2	**Second year**: able to cover 75% of the operating costs considering total staff costs as cost of the FPO and REAP support as an advance. (Min Net profit INR 11.40 LPA per FPO)	CCO+13 to 24 Months	
7.9.3	**Third year:** 10% profit, taking total staff costs into account as the cost of the FPO and REAP support as an advance. (INR 12.54 LPA per FPO)	CCO+9 to 12 Months	

7.10	Submission of quarterly sales turnover, credit outstanding and profitability.	Every 3 Months	Submission of quarterly report
7.11	Preparation of annual, and quarterly reports	Every year	Submission of quarterly report within 15 days Submission of Annual reports within one month of the year closing year.
7.12	Submission of AGM, Audit report with zero compliances	Audit report within 4 months of closing year and AGM within 5 months.	Submission of Audit and AGM report duly signed by FPO Office
7.13	Preparation of sustainability plan of each FPO/FPC	COC+18 months	Submission of sustainability plan of each FPO duly signed by FPO BoD

8. Payment Conditions

The FBPA consultancy fee will be divided into 36 monthly instalments, and payment shall be released upon achievement of the deliverable against respective time line which will be duly verified by the DPMs and SPMU. In case the agency fails to achive the respective deliverable in any month then their payment for that month shall be withheld until the deliverable is achieved.

9. Client (UGVS) Responsibilities: UGVS will provide relevant document of REAP to FBPA and detail of LCs/CLFs and FPOs already formed/covered under REAP. Besides that, REAP will capacitate to FPOs BoD and staff in basic trainings through master trainers developed by IIM Kashipur FIED. UGVS will also support to FPOs for recurring expenses for a period of 3 years against the deliverables, revolving corpus support, financial support for enterprise establishment as perenterprise norms, furniture, fixture, computers etc.

10. Performance Security: FBPA shall provide a refundable Performance Security @5% of the contract value (Management Cost) (excluding GST) in the form of unconditional Bank Guarantee from a nationalized bank in the name of Uttarakhand Gramya Vikas Samiti valid for minimum period of 2 years before signing the contract. The performance security shall be forfeited if:

- the contract is terminated due to non-performance of the obligations by the FBPA.
- FBPA withdraws its proposal in between contract duration for the reasons not covered in GCC Clause 21.2.
- FBPA is found involved in any fraud and corrupt practices as per Section IX.
- If the Contract is terminated due to GCC clause 26.1

On successfully completion of the contract the performance security will be returned within fifteen days from the date of completion without any interest.

Annex-1

Post Title: FPO Manager/CEO

Location of Job: FPO Office District/Block
Reporting Line: Board of FPO; additionally, to REAP District Unit
Core Purpose: Overall Management of FPO, promoting of business of FPO and member LCs, engagement with private sector, support to Board and responsible for implementing the activities of REAP.

Qualifications & Work Experiences:

- Post graduate in natural Science/Social science/PGD-RD/MSW/Management. (Desirable: Post graduation in Marketing / Agri-business/ Supply Chain Management)
- Minimum 3 years' experience in business/enterprise development/market linkages
- Knowledge of Cooperatives, FPOs, and sufficient exposure of livelihood development
- Sound knowledge of financial linkages and Business Planning.
- Proficient in computer software MS Office
- Proficient in team building, planning resources and communication
- Good presentation and Report writing skills in English and Hindi
- Preference will be to household member of SHGs

Core tasks

- Overall management of FPO and accountable to Board of Directors.
- Registration of FPOs with different department to complete all legal formalities.
- Ensure consolidation of Inputs requirement of LCs and their members and ensure their sourcing and supply.
- Ensure preparation of Value chain based marketing Plan and Marketing tie ups for surplus production of LCs and their members.
- Host multi stakeholder platforms and have strong MOUs and tie ups with private sector.
- Monitor the performance of LCs/CLF-LCs regarding their business volumes and margins and provide guidance.
- Support LCs with market information on commodities, prices, competition, demand and supply etc.
- Ensure that FPO/LC enterprises are managed as vibrant viable units.
- Liaise with govt. departments at Block DMU/FFIs/other Important Business and Marketing stakeholders for leveraging resources.
- Implementation of CB programs on various aspects of Governance strengthening, Business, and financial management and procurement.
- Liaising with UPASaC, other FFIs for sourcing finance for business investment
- Preparation of Monthly, Quarterly, Half-yearly and Annually project reports and business analysis as per the defined dates
- Ensure conduct of BoD Meetings, AGM, Account management, audits on time. Also work as co signatory as per the decision of the Board.
- Data analysis and input in project MIS and generate reports.
- Presentation of FPO progress to different stakeholders as and when required.
- Any other important tasks identified from time to time by Board and Project.

Post Title:	**Business Facilitator/Promoter**

Location of Job: FPO office and FPO project area

Reporting Line: CEO of FPO

Core Purpose: To provide Business and marketing support to FPO and LCs. Establishment of value chain enterprises in the FPO/LC area.

Qualifications & Work Experiences:

- Any Graduate.
- Minimum 2 years' experience in livelihood promotion, business development for rural enterprises / CBOs and other related activities
- Business plan preparation skills will be desirable
- Understanding of Producer groups/ Cooperatives/FPOs/ Federations will be desirable
- Working knowledge of computer software MS Office
- Candidate with experience or understanding of SHG ecosystem will be desirable
- Knowledge of Business planning and supply chain management is desirable

Core tasks

- Overall responsible for Business planning, implementation of business activities and business strengthening at FPO/LCs/CLF-LCs.
- Support LCs/CLF-LCs in business planning.
- Support to LCs for input and output marketing business. Ensure quality standards by LCs/CLF-LCs.
- Ensure supply chain management to meet private sector requirements.
- Support the LCs/CLF-LCs to achieve financial sustainability
- Ensure FPO/LC run enterprises are managed well
- Mobilising shareholders drive for the FPO.
- Liaise with govt. dept. at Block/Dist. for convergences.
- Prepare reports on Business aspects.
- Ensure all business compliances of the Institutions on time to mitigate any risk.
- Updating MIS entries related to business.
- Any other important task assigned by BoD/CEO of FPO

Post Title:	**Accountant**

Location of Job: FPO Office and FPO Area
Reporting Line: CEO
Position Purpose: To maintain accounts and other legal compliances and documents of the FPO. Supporting LCs to maintain accounts as per accounting standards and ensuring complete transparency, compliance and integrity.
Qualifications & Work Experiences:

- BBA, B. Com, BA (Economics)
- Minimum 2 years' experience in accounts keeping and having practical experience in Tally accounting software. Financial reports preparation and interpretations
- Working knowledge of computer software MS Office
- Good knowledge of FPOs legal compliances and documentation will be desirable but not mandatory
- Ability to analyze data, and draw insights
- Report writing skills in English and Hindi

Core tasks

- Maintenance of books and records as per the standards
- Cash and petty cash handling
- Routine account entries with up to date account system
- Preparation of monthly financial reports and presenting to Board and other stakeholders
- Preparation of monthly physical reports
- Ensuring Statuary compliances on time of all FPOs/LCs/CLF-LCs and train them for compliances.
- Support to periodic audits
- Support for audit of LCs/CLF-LCs
- Assets inventory and Management
- Train LCs/CLF-LCs for sales account and Inventory management
- Participate in periodic staff meetings

Section VI. Standard Forms of Contract

Draft Contract for Consulting Services
Small Assignments

Contract

This contract ("contract") is entered into this *[insert starting date of assignment]*, by and between the *[borrower/recipient or the implementing agency]* ("the client") having its principal place of business at *[insert client's address]*, and *[insert consultant's name]* ("the consultant") having its principal office located at *[insert consultant's address].*
Whereas, the client wishes to have the consultant perform the services hereinafter referred to, and whereas, the consultant is willing to perform these services now therefore the parties hereby agree as follows:

1. Services

(i) The consultant shall perform the services specified in Annex A, "terms of reference and scope of services", which is made an integral part of this contract ("the services").

(ii) The consultant shall provide the personnel listed in Annex B, "consultant's personnel", to perform the services.

(iii) The consultant shall submit to the client the reports in the form and within the time periods specified in Annex C, "consultant's reporting obligations".

2. Term

The consultant shall perform the services during the period commencing *[please insert start date of the assignment]* and continuing through *[please insert completion date of the assignment]*, or any other period as may be subsequently agreed by the parties in writing. The contract can be terminated (i) should the consultant be performing unsatisfactorily or (ii) to the discretion of the client as defined in clause 15.

3. Payment

A. Ceiling

For services rendered pursuant to Annex A, the client shall pay the consultant an amount not to exceed *[insert amount]* based on the financial offer attached in Annex D. This amount has been established based on the understanding that it includes all of the consultant's costs and profits as well as any tax obligation that may be imposed on the consultant.

B. Schedule of payments

The schedule of payments is specified below:

[please indicate here the payment schedule]

[add if applicable: Advance payment of [insert percentage up to 10%] of the contract price against an unconditional and irrevocable bank guarantee will be made.]

C. Payment conditions

Payment shall be made in *[please indicate currency of payment]* no later than 30 days following submission by the consultant of invoices in duplicate to the coordinator designated in paragraph 4 and acceptance of the deliverables by the client.

4. Project Administration

A. Coordinator.

The client designates Mr./Ms. *[please insert name and job title]* as client's coordinator; the coordinator will be responsible for the coordination of activities under this contract, for acceptance and approval of the reports and of other deliverables by the client and for receiving and approving invoices for the payment.

B. Reports.

The reports listed in Annex C, "consultant's reporting obligations", shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards

The consultant undertakes to perform the services with the highest standards of professional and ethical competence and integrity. The consultant shall promptly replace any employees assigned under this contract that the client considers unsatisfactory.

6. Prohibition of Fraud and Corruption

A. The consultant shall abide by and perform the contract in compliance with the Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations (hereinafter, "IFAD's Anticorruption Policy")[10]. Failure to comply with this policy may lead to termination of contract as set out in clause 15.

B. In accordance with IFAD's Anticorruption Policy, the Fund has the right to sanction firms and individuals, including by declaring them ineligible, permanently or for a stated period of time, to participate in any IFAD-funded or IFAD-managed activity or operation (debarment). The Fund also has the right to recognize debarments by other International Financial Institutions in accordance with IFAD's Anticorruption Policy.

C. The consultant will take appropriate measures to inform potential sub-contractors, sub-consultants, consultants, agents and any of its agents or personnel of their obligations under IFAD's Anticorruption Policy and require their compliance with this policy in connection with their involvement in competing for, or executing, this contract.

[10] The policy is accessible at: www.ifad.org/anticorruption_policy.

D. The consultant is required to complete and sign the attached self-certification form. In particular, the consultant is obliged to disclose relevant prior sanctions and criminal convictions and any commissions or fees paid or are to be paid to any agents or other party in connection with this procurement process or the execution of the contract.

E. The consultant is required to fully cooperate with any investigation conducted by the Fund, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to this contract or the relevant procurement process and to have such accounts, premises, records and documents audited and/or inspected by auditors or investigators appointed by the Fund or by the client.

F. The consultant shall keep all records and documents, including electronic records, relating to this contract, its execution and/or the corresponding bidding process available for a minimum of three (3) years after completion of the execution of the contract.

7. Prohibition of Sexual Harassment, Sexual Exploitation and Abuse

The consultant expressly agrees to abide by and to perform the contract in compliance with IFAD's Policy to Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse[11], which is an integral part of these conditions of contract for purchase orders. The consultant shall take all appropriate measures to prevent and prohibit sexual harassment and sexual exploitation and abuse on the part of its personnel and subcontractors or anyone else directly or indirectly employed by the consultant or any of its subcontractors in the performance of the contract. The consultant shall immediately report to the client or IFAD any incidents of sexual harassment and sexual exploitation and abuse arising out of or in connection with the performance of the contract or prior to its execution, including convictions, disciplinary measures, sanctions or investigations. The client may take appropriate measures, including the termination of the contract, on the basis of proven acts of sexual harassment, sexual exploitation and abuse arising out of or in connection with the performance of the contract.

8. Confidentiality

The consultant shall not, during the term of this contract and within two years after its expiration, disclose any proprietary or confidential information relating to the services, this contract or the client's business or operations without the prior written consent of the client.

9. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise, prepared by the consultant for the client under the contract shall

[11] The policy is accessible at https://www.ifad.org/en/document-detail/asset/40738506.

belong to and remain the property of the client. The consultant may retain a copy of such documents and software[12].

10. Consultant Not to be Engaged in Certain Activities

The consultant agrees that, during the term of this contract and after its termination, the consultants and any entity affiliated with the consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the consulting services for the preparation or implementation of the project.

11. Insurance

The consultant will be responsible for taking out any appropriate insurance coverage.

12. Assignment

The consultant shall not assign this contract or sub-contract any portion of it without the client's prior written consent.

13. Law Governing Contract and Language

The contract shall be governed by the laws of *[insert government]*, and the language of the contract shall be *[insert language].*

14. Dispute Resolution[13]

Any dispute arising out of the contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the client's country.

[or, in case the Client doesn't want to go to arbitration, the following can be mentioned subject to the agreement of the two parties] "any dispute arising out of the contract, which cannot be amicably settled between the parties, shall be referred to the court of competent jurisdiction in the client's country."

15. Termination

The client may terminate this contract with at least ten (10) business days prior written notice to the consultant after the occurrence of any of the events specified in paragraphs a) through e) of this clause:

a) If the consultant does not remedy a failure in the performance of its obligations under the contract within seven (7) business days after being notified, or within any further period as the client may have subsequently approved in writing;

b) If the consultant becomes insolvent or bankrupt;

c) if the consultant or any of its personnel or agents, or its sub-contractors, sub-consultants, suppliers, or any of their agents or personnel, is found to have engaged in prohibited practices as

[12] Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 9.

[13] In case of a contract entered into with a foreign consultant, the following provision may be substituted for paragraph 14: "Any dispute, controversy or claim arising out of or relating to this contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force."

defined in the IFAD Revised Policy on Preventing Fraud and Corruption in Its Operations and Activities[14] in any IFAD-funded or IFAD-managed activity or operation, including in competing for, or performing its obligations under, the contract;

d) if the supplier is found to have engaged in acts of Sexual Harassment, Sexual Exploitation and Abuse arising out of or in connection with the performance of the contract;

e) if the client, in its sole discretion and for any reason whatsoever, decides to terminate this contract.

For the client	For the consultant
Signed by_____	Signed by _____
Title:_____	Title: _____

[14] The policy is accessible at www.ifad.org/anticorruption_policy.

List of Annexes

Annex A: Terms of reference and scope of services

Annex B: Consultant's personnel

Annex C: Consultant's reporting obligations

Annex D: Financial offer of the consultant

Annex E: Consultant's self-certification form

Annex A: Terms of Reference and Scope of Services

[Please insert terms of reference. A template is available at www.ifad.org/project-procurement.]

Annex B: Consultant's Personnel

[List consultant's personnel]

Annex C: Consultant's Reporting Obligations

[list format, frequency, and contents of reports; persons to receive them; dates of submission; etc.]

Annex D: Financial Offer of the Consultant

[insert financial offer]

Annex E: Consultant's Self-Certification Form

This self-certification form is to be completed by the consultant. The consultant shall submit the completed form together with the signed contract agreement to *[insert name of procuring entity]*. Instructions for completing this form are provided below.

Full legal name of consultant:	
Full legal name of consultant's legal representative and position:	
Full name and number of contract:	
Project with which contract was signed:	
Country:	
Date:	

I hereby certify that I am the authorized representative of *[name of the consultant]*, as well as that the information provided herein is true and accurate in all material respects and understand that any material misstatement, misrepresentation or failure to provide the information requested in this self-certification may result in sanctions and remedies, including the suspension or termination of the contract between the consultant and the procuring entity, as well as the permanent ineligibility to participate in IFAD-financed and/or IFAD-managed activities and operations, in accordance with the IFAD Project Procurement Guidelines, the IFAD Procurement Handbook and other applicable IFAD policies and procedures, including **IFAD's Policy on Preventing Fraud and Corruption in its Activities and Operations** (accessible at www.ifad.org/anticorruption policy) and its **Policy to Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse** (accessible at https://www.ifad.org/en/document-detail/asset/40738506).

Authorized signature:_____ Date:_____

Printed name of signatory: _____

❑ The consultant certifies that itself, including its director(s), partner(s), proprietor(s), key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners have **NOT** engaged in fraudulent, corrupt, collusive, coercive or obstructive practices, in connection with the present procurement process and this contract.

❑ The consultant declares that the following criminal convictions, administrative sanctions (including debarments under the Agreement for Mutual Enforcement of Debarment Decisions or the "Cross-Debarment Agreement")[15] and/or temporary suspensions have been imposed on the consultant and/or any of its directors, partners, proprietors, key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners:

Nature of the measure (i.e., criminal conviction, administrative sanction or temporary suspension)	Imposed by	Name of party convicted, sanctioned or suspended (and relationship to consultant)	Grounds for the measure (i.e., fraud in procurement or corruption in contract execution)	Date and time (duration) of measure

If no criminal convictions, administrative sanctions or temporary suspensions have been imposed, indicate “none”.

❑ The consultant certifies that its director(s), proprietor(s), and personnel, and the personnel of its agents, sub-consultants, sub-contractors, consortium and joint venture partners are **NOT** subject to a criminal conviction, administrative sanctions or investigations for incidents of sexual harassment and sexual exploitation and abuse.

❑ The consultant certifies that itself, its proprietor(s), agents, sub-consultants, sub-contractors, consortium and joint venture partners have **NO** actual, potential or reasonably perceived conflicts of interest and specifically that they:

- ❑ Do not have any actual or potential, and do not reasonably appear to have, at least one controlling partner in common with one or more other parties in the bidding process or the execution of the contract;
- ❑ Do not have any actual or potential, and do not reasonably appear to have the same legal representative as another consultant for purposes of this proposal or execution of the contract;
- ❑ Do not have any actual or potential, and do not reasonably appear to have a relationship, directly or through common third parties, that puts them in a position to have access to undue or undisclosed information about or influence over the proposal process and the execution of the contract, or influence the decisions of the procuring entity regarding the selection process for this procurement or during the execution of the contract;

- ❑ Do not participate and do not potentially or reasonably appear to participate in more than one proposal in this process; and

- ❑ Do not have any actual or potential, and do not reasonably appear to have, a business or family relationship with, a member of the procuring entity's board of directors or its personnel , the Fund or its personnel, or any other individual that was, has been or might reasonably be directly or indirectly involved in any part of (i) the preparation of the bidding document, (ii) the selection process for this procurement, or (iii) execution of the contract, unless the actual, potential or reasonably conflict stemming from this relationship has been explicitly authorized by the Fund in writing.

- ❑ **[To be completed only if the previous boxes were not checked]**
  The consultant declares the following actual, potential or reasonably perceived conflicts of interest, that may affect, or might reasonably be perceived by others to affect, impartiality in any matter relevant to the procurement process, including the selection process and the execution of the contract, with the understanding and acceptance that any action upon this disclosure shall be entirely under the Fund's discretion:

  [provide detailed description of any actual, potential or reasonably perceived conflicts of interest including their nature and the personnel, proprietor(s), agents, sub-consultants, sub-contractors, consortium or joint venture partners affected.]

❑ The consultant certifies that **NO** gratuities, fees, commissions, gifts or anything else of value, other than those shown in the bid, have been paid or exchanged or are to be paid or exchanged with respect to the present procurement process and this contract.

OR

❑ **[To be completed only if the previous box was not checked]**
The consultant declares that the following gratuities, fees, commissions, gifts or anything else of value have been exchanged, paid or are to be exchanged or paid with respect to the present procurement process and this contract:

- [Name of Recipient/Address/Date/Reason/Amount]
- [Name of Recipient/Address/Date/Reason/Amount]

❑ The consultant acknowledges and accepts to notify the procuring entity in the event of any material change in connection with this self-certification form throughout the duration of the contract.

[15] The Cross-Debarment Agreement was entered into by the World Bank Group, the Inter-American Development Bank, the African Development Bank, the Asian Development Bank and the European Bank for Reconstruction and Development, additional information may be located at: http://crossdebarment.org/.

Instructions for completing the self-certification form

The World Bank listing of ineligible firms and individuals is a searchable database that returns a positive or negative search results page upon submission of a name to be searched, in order to document the eligibility.

The consultant should print out, date, and attach the results page(s) to the self-certification form, which should read, "no matching records found".

If (a) record(s) has/have been found – i.e. the results page(s) shows one or more individuals or entities, including the consultant itself are ineligible for contracts of the World Bank on the grounds of "cross-debarment", the consultant should provide a detailed account of these sanctions and their duration as applicable or notify the procuring entity and in case the consultant believes the finding is a "false positive".

The procuring entity will determine whether to proceed with the contract or allow the consultant to make a substitution. This determination will be made on a case by case basis and will require approval by IFAD regardless of the estimated value of the proposed contract.

All of these documents must be retained by the consultant as part of the overall record of the contract with the procuring entity for the duration of the contract and for a minimum period of three years following the completion of the contract.

Section VII – Forms

1. Notice of Intent to Award

[This notice of intent to award (NOITA) shall be sent to each consultant that submitted a proposal and shall be addressed to the authorized representative as stated in the instructions to consultants.

Delete all paragraphs written in red font and/or insert the relevant information.

Insert the date the NOITA is transmitted to consultants. The NOITA must be sent to all consultants simultaneously. This means on the same date and as close to the same time as possible.]

For the attention of the consultant's authorized representative

Name: *[insert authorized representative's name]*

Address: *[insert authorized representative's address]*

Telephone/Fax numbers: *[insert authorized representative's telephone/fax numbers]*

Email Address: *[insert authorized representative's email address]*

DATE OF TRANSMISSION: *[insert date]*

Procuring entity: *[insert the name of the procuring entity]*

Procurement title: *[insert]*

Ref no: *[insert]*

This notice of intent to award (NOITA) notifies you of our decision to award the above contract to *[insert the successful consultant]* subject to successful negotiations.

Please note that this notice does not constitute any contract between the procuring entity and the consultant and neither establishes any legal rights or obligations for the procuring entity or consultant.

[Important: provide the results of the evaluation and the prices of each consultant [if applicable] in this NOITA].

Name of consultant	Points scored	proposal price	Evaluated proposal price *(if applicable)*
[insert name]	*[insert points]*	*[insert proposal price]*	*[insert evaluated price]*
[insert name]	*[insert points]*	*[insert proposal price]*	*[insert evaluated price]*
[insert name]	*[insert points]*	*[insert proposal price]*	*[insert evaluated price]*
[insert name]	*[insert points]*	*[insert proposal price]*	*[insert evaluated price]*
[insert name]	*[insert points]*	*[insert proposal price]*	*[insert evaluated price]*

If your proposal has not been successful, you may request a debriefing in relation to the results of the evaluation of your proposal. If you decide to request a debriefing, your written request must be made within *[insert number of stated in the request for proposals and see the module M1 on debriefs in the IFAD Procurement Handbook for more information]* business days of receipt of this NOITA.

If your request for a debriefing is received within the deadline above, we will provide the debriefing within *[insert number stated in the request for proposals and see the module M1 on debriefs in the IFAD Procurement Handbook for more information]* business days of receipt of your request.

The debriefing may be in writing, by video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

The period within which you can protest the procurement proceedings lasts *[insert number stated in the request for proposals and see the module M2 on protests in the IFAD Procurement Handbook for more information]* business days after the date of transmission of this NOITA.

Yours sincerely,

Authorised Official

2. Bank Guarantee Form for Advance Payment

Not Applicable

Section VIII – Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations

I. Introduction

1. The Fund recognizes that the prevention and mitigation of fraud and corruption in its activities and operations are core components of its development mandate and fiduciary duties. The Fund does not tolerate the diversion or waste of its resources through the practices defined in paragraph 6 below.
2. The objective of this policy is to establish the general principles, responsibilities and procedures to be applied by the Fund in preventing and addressing prohibited practices in its activities and operations.
3. This policy takes effect on the date of its issuance. It supersedes and replaces the IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations (EB 2005/85/R.5/Rev.1) dated 24 November 2005.

II. Policy

A. General principles

4. The Fund has no tolerance towards prohibited practices in its activities and operations. All individuals and entities listed in paragraph 7 below must take appropriate action to prevent, mitigate and combat prohibited practices when participating in an IFAD-financed and/or IFAD-managed operation or activity.
5. The Fund endeavours to ensure that individuals and entities that help to prevent or report, in good faith, allegations of prohibited practices are protected against retaliation and to protect individuals and entities that are the subject of unfair or malicious allegations.

B. Prohibited practices

6. The following practices are considered to be prohibited practices when engaged in connection with an IFAD-financed and/or IFAD-managed operation or activity:
   (a) A “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value in order to improperly influence the actions of another party;
   (b) A “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party in order to obtain a financial or other benefit or to avoid an obligation;
   (c) A “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of another party;

(d) A “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party in order to improperly influence the actions of that or another party;

(e) An “obstructive practice” is: (i) deliberately destroying, falsifying, altering or concealing evidence that may be material to an investigation by the Fund or making false statements to investigators in order to materially impede an investigation by the Fund; (ii) threatening, harassing or intimidating any party in order to prevent that party from disclosing its knowledge of matters relevant to an investigation by the Fund or from pursuing such an investigation; and/or (iii) the commission of any act intended to materially impede the exercise of the Fund’s contractual rights of audit, inspection and access to information.

C. Scope

7. This policy applies to all IFAD-financed and/or IFAD-managed operations and activities and to the following individuals and entities:

(a) IFAD staff and other persons working for IFAD as non-staff personnel (“IFAD

(b) staff and non-staff personnel”);

(c) Individuals and entities holding a commercial contract with the Fund and any of their agents or personnel (“vendors”);

(d) Public entities receiving IFAD financing or financing managed by the Fund and any of their agents or personnel (“government recipients”) and private entities receiving IFAD financing or financing managed by the Fund and any of their agents or personnel (“non-government recipients”) (all collectively referred to as “recipients”); and

(e) Individuals and entities, other than those referred to above, that receive, apply to receive, are responsible for the deposit or transfer of, or take or influence decisions regarding the use of proceeds from IFAD financing or financing managed by the Fund, including, but not limited to, implementing partners, service providers, contractors, suppliers, subcontractors, sub- suppliers, bidders, consultants and any of their agents or personnel. (All such individuals and entities are collectively referred to as “third parties”.)

D. Responsibilities

(i) Responsibilities of the Fund

8. The Fund endeavours to prevent, mitigate and combat prohibited practices in its operations and activities. This may include adopting and maintaining:

(a) Communication channels and a legal framework designed to ensure that this policy is communicated to IFAD staff and non-staff personnel, vendors, recipients and third parties and that it is reflected in procurement documents and contracts relating to IFAD-financed and/or IFAD-managed activities and operations;

(b) Fiduciary controls and supervisory processes designed to support adherence to this policy by IFAD staff and non-staff personnel, vendors, recipients and third parties;

(c) Measures relating to the receipt of confidential complaints, whistle-blower protection, investigations, sanctions and disciplinary measures which are designed to ensure that prohibited practices can be properly reported and addressed; and

(d) Measures designed to ensure that the Fund can report individuals and entities that have been found to have engaged in prohibited practices to other multilateral organizations which may be exposed to similar actions by the same individuals and entities and to local authorities in cases where local laws may have been violated.

(ii) Responsibilities of IFAD staff and non-staff personnel, vendors and third parties

9. When participating in an IFAD-financed and/or IFAD-managed operation or activity, IFAD staff and non-staff personnel, vendors and third parties will:

(a) Refrain from engaging in prohibited practices;

(b) Participate in due diligence checks and disclose, as required, information relating to themselves or any of their key personnel concerning relevant criminal convictions, administrative sanctions and/or temporary suspensions; information concerning agents engaged in connection with a procurement process or contract, including the commissions or fees paid or to be paid; and information concerning any actual or potential conflicts of interest in connection with a procurement process or the execution of a contract;

(c) Promptly report to the Fund any allegations or other indications of prohibited practices that come to their attention by virtue of their involvement in an IFAD-financed and/or IFAD-managed operation or activity;

(d) Fully cooperate with any investigation conducted by the Fund, including by making personnel available for interviews and providing full access to any and all accounts, premises, documents and records (including electronic records) relating to the relevant IFAD-financed and/or IFAD-managed operation or activity, and by having such accounts, premises, documents and records audited and/or inspected by auditors and/or investigators appointed by the Fund; and

(e) Maintain strict confidentiality regarding any and all information received as a consequence of their participation in an IFAD investigation or sanctioning process.

10. When participating in an IFAD-financed and/or IFAD-managed operation or activity, vendors and third parties will maintain all accounts, documents and records relating to that operation or activity for an adequate period of time, as specified in the relevant procurement documents or contract.

(iii) Responsibilities of recipients

11. When participating in an IFAD-financed and/or IFAD-managed operation or activity, recipients will take appropriate action to prevent, mitigate and combat prohibited practices. In particular, they will:

(a) Adopt appropriate fiduciary and administrative practices and institutional arrangements in order to ensure that the proceeds of any IFAD financing or

financing managed by the Fund are used only for the purposes for which they were provided;

(b) During selection processes and/or prior to entering into a contractual relationship with a third party, conduct appropriate due diligence checks of the selected bidder or potential contractor, including by verifying whether the selected bidder or potential contractor is publicly debarred by any of the IFIs that are signatories to the Agreement for Mutual Enforcement of Debarment Decisions[16] and, if so, whether the debarment meets the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions;

(c) Take appropriate action to inform third parties and beneficiaries (defined as "persons whom the Fund intends to serve through its grants and loans") of the present policy as well as the Fund's confidential and secure e-mail address for the receipt of complaints concerning prohibited practices;

(d) Include provisions in procurement documents and contracts with third parties which:

(i) Require third parties to disclose, in the course of a procurement process and any time thereafter, information relating to themselves or any of their key personnel concerning relevant criminal convictions, administrative sanctions and/or temporary suspensions; information concerning agents engaged in connection with a procurement process or the execution of a contract, including the commissions or fees paid or to be paid; and information concerning any actual or potential conflicts of interest in connection with a procurement process or the execution of a contract;

(ii) Require third parties to promptly report to the Fund any allegations or other indications of prohibited practices that come to their attention by virtue of their involvement in an IFAD-financed and/or IFAD-managed operation or activity;

(iii) Inform third parties of the Fund's jurisdiction to investigate allegations and other indications of prohibited practices and to impose sanctions on third parties for such practices in connection with an IFAD-financed and/or IFAD-managed operation or activity;

(iv) Require third parties to fully cooperate with any investigation conducted by the Fund, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to the relevant IFAD- financed and/or IFAD-managed operation or activity and to have such accounts, premises, records and documents audited and/or inspected

(v) by auditors and/or investigators appointed by the Fund;

(vi) Require third parties to maintain all accounts, documents and records relating to an IFAD-financed and/or IFAD-managed operation or activity for an adequate period of time as agreed with the Fund;

[16] The Agreement for Mutual Enforcement of Debarment Decisions, dated 9 April 2010, was signed by five of the leading IFIs, namely, the African Development Bank Group, the Asian Development Bank, the European Bank for Reconstruction and Development, the Inter-American Development Bank and the World Bank Group.

(vii) Inform third parties of the Fund's policy of unilaterally recognizing debarments imposed by other IFIs if such debarments meet the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions; and

(viii) Provide for early contract termination or suspension by the recipient if such termination or suspension is required as a consequence of a temporary suspension or sanction imposed or recognized by the Fund;

(e) Promptly inform the Fund of any allegations or other indications of Prohibited Practices that come to their attention;

(f) Fully cooperate with any investigation conducted by the Fund, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to the relevant IFAD-financed and/or IFAD-managed operation or activity and to have such accounts, premises, documents and records audited and/or inspected by auditors and/or investigators appointed by the Fund;

(g) Maintain all accounts, documents and records relating to an IFAD-financed and/or IFAD-managed operation or activity for an adequate period of time, as specified in the relevant financing agreement; and

(h) Maintain strict confidentiality regarding any and all information received as a consequence of their participation in an IFAD investigation or sanctioning process.

12. Where the Fund finds that prohibited practices have occurred, recipients will: (a) Take appropriate corrective measures in coordination with the Fund; and (b) Give full effect to any temporary suspension or sanction imposed or recognized by the Fund, including by not selecting a bidder, not entering into a contract or suspending or terminating a contractual relationship.

13. Prior to the implementation of an IFAD-financed and/or IFAD-managed operation or activity, government recipients will inform the Fund of the arrangements that they have made for receiving and taking action in response to allegations of fraud and corruption relating to the IFAD-financed and/or IFAD-managed operation or activity, including by designating an independent and competent local authority to be responsible for receiving, reviewing and investigating such allegations.

14. When participating in an IFAD-financed and/or IFAD-managed operation or activity, government recipients will, in consultation with the Fund, take timely and appropriate action to launch a local investigation into allegations and/or other indications of fraud and corruption relating to the IFAD-financed and/or IFAD- managed operation or activity; inform the Fund of the actions taken in any such investigation at such intervals as may be agreed upon by the recipient and the Fund on a case-by-case basis; and, upon the completion of such investigation, promptly share the findings and results thereof, including the supporting evidence, with the Fund. Government recipients will work with the Fund to coordinate any actions other than investigations that they may wish to undertake in response to an alleged or otherwise indicated prohibited practice.

15. Government recipients are encouraged to have in place, in accordance with their laws and regulations, effective whistle-blower protection measures and confidential reporting

channels in order to appropriately receive and address allegations of fraud and corruption relating to IFAD-financed and/or IFAD-managed operations and activities.

E. Process

(i) Reporting

16. A designated confidential and secure e-mail address for the receipt of allegations of prohibited practices is available on the Fund's website.

17. In the event of uncertainty as to whether or not an act or omission constitutes a prohibited practice, the designated confidential and secure e-mail address may be used to seek guidance.

18. The Fund treats all reported allegations with strict confidentiality. This means that the Fund does not normally reveal the identity of a reporting party to anybody outside of the investigative, sanctioning or disciplinary process without the consent of the reporting party.

19. The Fund endeavours to provide protection from retaliation to any individuals or entities that have helped prevent or have reported to the Fund, in good faith, allegations or other indications of prohibited practices. IFAD staff and non-staff personnel are protected from retaliation under the Fund's Whistle-blower Protection Procedures.

(ii) Investigations

20. Where the Fund has reason to believe that prohibited practices may have occurred, the Fund may decide to review and investigate the matter, irrespective of any investigative actions launched or planned by the recipient.

21. The purpose of an investigation conducted by the Fund is to determine whether an individual or entity has engaged in one or more prohibited practices in connection with an IFAD-financed and/or IFAD-managed operation or activity.

22. Reviews and investigations conducted by the Fund are, inter alia:

    (a) Strictly confidential, meaning that the Fund does not disclose to anyone outside of the investigative, sanctioning or disciplinary process any evidence or information relating to the review or investigation, including the outcome of a review or investigation, unless such disclosure is allowed under the Fund's legal framework;

    (b) Independent, meaning that no authority is allowed to interfere with an ongoing review or investigation or to otherwise intervene in, influence or stop such a review or investigation; and

    (c) Administrative, as opposed to criminal, in nature, meaning that reviews and investigations conducted by the Fund are governed by the Fund's rules and procedures, not by local laws.

23. The office within the Fund that is mandated to conduct reviews and investigations into alleged or otherwise indicated prohibited practices is the Office of Audit and Oversight (AUO). Without prejudice to paragraphs 9(d) and 11(f), AUO may agree not to disclose to anybody outside of AUO any evidence or information that it has obtained on the condition that such evidence or information may be used solely for the purpose of

generating new evidence or information, unless the provider of the evidence or information consents.

F. Sanctions and related measures

(i) Temporary suspensions

24. During the course of an IFAD review or investigation, or pending the conclusion of a sanctioning process, the Fund may decide, at any time, to temporarily suspend payments to IFAD non-staff personnel, non-government recipients, vendors or third parties or to temporarily suspend their eligibility to participate in IFAD- financed and/or IFAD-managed operations and activities for an initial period of six (6) months, subject to a possible extension of that suspension for an additional six (6) months.

25. IFAD staff may be temporarily suspended from their duties in accordance with the applicable human resources framework.

(ii) Sanctions

26. If the Fund determines that IFAD non-staff personnel, non-government recipients, vendors or third parties have engaged in prohibited practices, the Fund may impose administrative sanctions on such individuals or entities.

27. Sanctions are imposed on the basis of: (i) the findings and evidence presented by AUO, including mitigating and exculpatory evidence; and (ii) any evidence or arguments submitted by the subject of the investigation in response to the findings presented by AUO.

28. The Fund may apply any of the following sanctions or a combination thereof:

    (a) Debarment, which is defined as declaring an individual or entity ineligible, either indefinitely or for a stated period of time, to: (i) be awarded any IFAD- financed contract; (ii) benefit, financially or otherwise, from any IFAD- financed contract, including by being engaged as a subcontractor; and (iii) otherwise participate in the preparation or implementation of any IFAD- financed and/or IFAD-managed operation or activity;

    (b) Debarment with conditional release, which is defined as a debarment that is terminated upon compliance with conditions set forth in the sanction decision;

    (c) Conditional non-debarment, which is defined as requiring an individual or entity to comply with certain remedial, preventive or other measures as a condition for non-debarment on the understanding that a failure to comply with such measures within a prescribed period of time will result in an automatic debarment under the terms provided for in the sanction decision;

    (d) Restitution, which is defined as a payment to another party or the Fund (with respect to the Fund's resources) of an amount equivalent to the amount of the diverted funds or the economic benefit obtained as a result of having engaged in a prohibited practice; and

(e) Letter of reprimand, which is defined as a formal letter of censure for the actions of an individual or entity which informs that individual or entity that any future violation will lead to more severe sanctions.

29. The Fund may extend the application of a sanction to any affiliate of a sanctioned party even if the affiliate has not been directly involved in the prohibited practice. An affiliate is defined as any individual or entity that is: (i) directly or indirectly controlled by the sanctioned party; (ii) under common ownership or control with the sanctioned party; or **(iii)** acting as an officer, employee or agent of the sanctioned party, including owners of the sanctioned party and/or those who exercise control over the sanctioned party.

30. For the purposes of IFAD-financed and/or IFAD-managed operations and activities, the Fund may consider as debarred individuals and entities that have been debarred by another IFI where: (i) that IFI is a signatory to the Agreement for Mutual Enforcement of Debarment Decisions; and (ii) such debarment meets the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions.[17]

(iii) Disciplinary measures

31. If the Fund finds that IFAD staff have engaged in prohibited practices, the Fund may apply disciplinary measures and may require restitution or other compensation in accordance with the applicable human resources framework.

G. Referrals and information-sharing

32. The Fund may, at any time, refer information or evidence relating to an ongoing or completed investigative, sanctioning or disciplinary process to the local authorities of a Member State. In determining whether such a referral is appropriate, the Fund takes into consideration the interests of the Fund, the affected Member States, the individuals or entities under investigation and any other persons, such as witnesses, who are involved in the case.

33. If the Fund obtains information or evidence indicating potential wrongdoing in connection with the operations and/or activities of another multilateral organization, the Fund may make such information or evidence available to the other organization for the purposes of its own investigative, sanctioning or disciplinary processes.

34. In order to facilitate and regulate the confidential exchange of information and evidence with local authorities and multilateral organizations, the Fund seeks to conclude agreements which establish the rules for such an exchange.

H. Operational responses to Prohibited Practices

(i) Rejection of an award of contract

35. The Fund may refuse to give its no-objection to the award of a contract to a third party if it determines that the third party, or any of its personnel, agents, subconsultants,

[17] The Fund may, in the future, decide to also recognize debarments imposed by entities that are not signatories to the Agreement for Mutual Enforcement of Debarment Decisions.

subcontractors, service providers, suppliers and/or their employees, engaged in a prohibited practice while competing for the contract in question.

(ii) Declaration of misprocurement and/or ineligibility of expenditures

36. The Fund may, at any time, declare a misprocurement and/or the ineligibility of any expenditures associated with a procurement process or contract if it determines that a third party or a representative of the recipient has engaged in a prohibited practice in connection with the procurement process or contract at issue and that the recipient has not taken timely and appropriate action, satisfactory to the Fund, to address such practices when they occur.

(iii) Suspension or cancellation of loan or grant

37. If the Fund determines that a recipient has not taken timely and appropriate action, satisfactory to the Fund, to address prohibited practices when they occur, the Fund may suspend or cancel, in whole or in part, the loan or grant affected by such practices.