



REQUEST FOR PROPOSAL

RFP No.: ACBF/RFP/003/24/NRF

FOR THE PROVISION OF PROVISION OF INTERNAL AUDIT SERVICES TO ACBF

Date: 15 March 2024

**THE AFRICAN CAPACITY BUILDING
FOUNDATION (ACBF HEAD OFFICE)**

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Section 1. Letter of Invitation

Our Ref: ACBF/RFP/003/24/NRF

Dear Consultant,

1. **The African Capacity Building Foundation (ACBF)** is seeking the services of a Consultancy Firm.
2. The Client now invites proposals to provide the following consulting services (hereinafter called “Services”): **Provision of Internal Audit Services to ACBF.**
3. More details on the Services are provided in the Terms of Reference (Section 5).
4. A firm will be selected under **Least Cost Selection Method** procedures and in a **Full Technical Proposal (FTP)** format as described in this RFP, in accordance with the policies of the detailed in the Consultants’ Guidelines.
4. The RFP includes the following documents:

- Section 1 - Letter of Invitation
- Section 2 - Instructions to Consultants and Data Sheet
- Section 3 - Technical Proposal FTP - Standard Forms
- Section 4 - Financial Proposal - Standard Forms
- Section 5 - Terms of Reference
- Section 6 - Standard Forms of Contract Lump-Sum


Please inform us within 5 days of receipt of this letter, by email to:

The Procurement Unit
The African Capacity Building Foundation,
E-mail : procurement@acbf-pact.org

- (a) That you have received the Letter of Invitation; and
- (b) Whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).

Details on the proposal's submission and Opening date, time and address are provided in Clauses 17.7 and 17.9 of the ITC.

Yours sincerely,

A handwritten signature in black ink, appearing to be 'Dab' followed by a horizontal line.

Procurement Unit

Business Services and Operations

African Capacity Building Foundation

1. Definitions

Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Guidelines” means the policies of the ACBF governing the selection and Contract award process as set forth in this RFP.
- (c) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time.
- (e) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (f) “Consultant” means a legally established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (g) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (h) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (i) “Day” means a calendar day.
- (k) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (l) “Government” means the government of the Client’s country.
- (m) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (n) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is

taken into account in the technical evaluation of the Consultant's proposal.

- (o) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (p) "LOI" (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (q) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (r) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.
- (s) "RFP" means the Request for Proposals to be prepared by the Client for the selection of Consultants based on the SRFP.
- (t) "SRFP" means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (u) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- (v) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- (w) "TORs" (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. Introduction	<p>2.1 The Client named in the Data Sheet intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.</p> <p>2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</p> <p>2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.</p> <p>2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.</p>
3. Conflict of Interest	<p>3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the ACBF.</p> <p>3.2.1 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultant shall not be hired under the circumstances set forth below:</p>

a. Conflicting activities	(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
b. Conflicting assignments	(ii) <u>Conflict among consulting assignments:</u> a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.
c. Conflicting relationships	(iii) <u>Relationship with the Client's staff:</u> a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the ACBF's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the ACBF throughout the selection process and the execution of the Contract.

4. Unfair Competitive Advantage	<p>4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.</p>
5. Corrupt and Fraudulent Practices	<p>5.1 The ACBF requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 6.</p> <p>5.2 In further pursuance of this policy, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the ACBF to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the ACBF.</p>
6. Eligibility	<p>6.1 The ACBF permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for ACBF-financed projects.</p> <p>6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the ACBF in the Applicable Guidelines.</p> <p>6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:</p>

a. Sanctions	<p>(i) A firm or an individual sanctioned by the ACBF in accordance with the above Clause 5.1 or in accordance with “Anti-Corruption Guidelines” shall be ineligible to be awarded a ACBF-financed contract, or to benefit from a ACBF-financed contract, financially or otherwise, during such period of time as the ACBF shall determine. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet.</p>
b. Prohibitions	<p>(i) Firms and individuals of a country or goods manufactured in a country may be ineligible if so, indicated in Section 5 (Eligible Countries) and:</p> <ul style="list-style-type: none"> (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country, provided that the ACBF is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

<p>c. Restrictions for Government-owned Enterprises</p>	<p>(i) Government-owned enterprises or institutions in the Borrower's country shall be eligible only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) that they are not dependent agencies of the Client</p> <p>To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.</p>
<p>d. Restrictions for public employees</p>	<p>(i) Government officials and civil servants of the Borrower's country are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Borrower's country, and they</p> <p>(ii) are on leave of absence without pay, or have resigned or retired;</p> <p>(iii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring (in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in the Borrower's country, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and</p> <p>(iv) their hiring would not create a conflict of interest.</p>

B. Preparation of Proposals	
7. General Considerations	7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
8. Cost of Preparation of Proposal	8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to the Contract award, without thereby incurring any liability to the Consultant.
9. Language	9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the Data Sheet.
10. Documents Comprising the Proposal	<p>10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.</p> <p>10.2 If specified in the Data Sheet, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).</p> <p>10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).</p>
11. Only One Proposal	11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet.

12. Proposal Validity	<p>12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.</p> <p>12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.</p> <p>12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and may be subject to sanctions in accordance with Clause 5 of this ITC.</p>
a. Extension of Validity Period	<p>(i) The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.</p> <p>(ii) If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.</p> <p>(iii) The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>
b. Substitution of Key Experts at Validity Extension	<p>(i) If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>(ii) If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior ACBF's no objection.</p>
c. Sub-Contracting	<p>(i) The Consultant shall not subcontract the whole of the Services.</p>
13. Clarification and Amendment of RFP	<p>13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of</p>

<p>14. Preparation of Proposals – Specific Considerations</p>	<p>the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p> <p>13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.</p> <p>13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.</p> <p>13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p> <p>14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p>14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the Data Sheet. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.</p>
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<p>15. Technical Proposal Format and Content</p>	<p>14.1.2 The Client may indicate in the Data Sheet the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative, and the Proposal shall be based on the Consultant's own estimates for the same.</p> <p>14.1.2 If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.</p> <p>14.1.3 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. The total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.</p> <p>15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.</p> <p>Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the Data Sheet and using the Standard Forms provided in Section 3 of the RFP.</p>
<p>16. Financial Proposal</p>	<p>16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet.</p>
<p>a. Price Adjustment</p>	<p>(i) For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so, stated in the Data Sheet.</p>

b. Taxes	(i) The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Client's country is provided in the Data Sheet.
c. Currency of Proposal	(i) The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency.
d. Currency of Payment	(i) Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done electronically by e-mail.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initiated by the person signing the Proposal.

17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", "[Name of the Assignment] ", reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].**"

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**"

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "**DO NOT OPEN BEFORE** [insert

	<p>the time and date of the submission deadline indicated in the Data Sheet]”.</p> <p>17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p> <p>17.9 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.</p> <p>17.10 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.</p>
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18. Confidentiality	<p>18.1 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing ACBF's sanctions procedures.</p> <p>18.2 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a consultant wishes to contact the Client or the ACBF on any matter related to the selection process, it should do so only in writing.</p>
19. Opening of Technical Proposals	<p>19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet.</p> <p>19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.</p>
20. Proposals Evaluation	<p>20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the ACBF issues its "no objection", if applicable.</p> <p>20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p>

21. Evaluation of Technical Proposals	<p>21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p>
22. Financial Proposals for QBS	<p>22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.</p> <p>22.2 If the Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.</p>

<p>23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)</p>	<p>23.1 After the technical evaluation is completed and the ACBF has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice.</p> <p>23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals 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. Copies of the record shall be sent to all Consultants who submitted Proposals and to the ACBF.</p>
<p>24. Correction of Errors</p>	<p>24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.</p>

a. Time-Based Contracts	(i) If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
b. Lump-Sum Contracts	(i) If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
25. Taxes	25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the Data Sheet.
26. Conversion to Single Currency	26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.
27. Combined Quality and Cost Evaluation	
a. Quality- and Cost-Based Selection (QCBS)	(i) In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

<p>b. Fixed-Budget Selection (FBS)</p> <p>c. Least-Cost Selection</p>	<p>(i) In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the Data Sheet shall be rejected.</p> <p>(ii) The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP and invite such Consultant to negotiate the Contract.</p> <p>(i) In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract</p>
<p>D. <u>Negotiations and Award</u></p>	
<p>28. Negotiations</p>	<p>28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.</p> <p>28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.</p>
<p>a. Availability of Key Experts</p>	<p>(i) The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>(ii) Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such a case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p>

b. technical negotiations	<p>(i) The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.</p>
c. financial negotiations	<p>(i) The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.</p> <p>(ii) If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.</p> <p>(iii) In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the rates typically charged by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the ACBF. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under Clause 28.8 above, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.</p>
29. Conclusion of Negotiations	<p>29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.</p> <p>29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity for the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the ACBF's no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.</p>

30. Award of Contract	<p>30.1 After completing the negotiations the Client shall obtain the ACBF's no objection to the negotiated draft Contract, if applicable; sign the Contract; publish the award information as per the instructions in the Data Sheet; and promptly notify the other shortlisted Consultants.</p> <p>30.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p>
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Instructions to Consultants

E. Data Sheet

A. General	
Paragraph Reference	RFP process No.: <u>ACBF/RFP/003/24/NRF</u>
1 (c)	NA
2.1	<p>Name of the Client: <u>African Capacity Building Foundation</u></p> <hr/> <p>Method of selection: Least Cost Selection Method as per the instructions to consultant.</p> <p>Applicable Guidelines: ACBF Procurement Guidelines for Selection and Employment of Consultants.</p>
2.2	<p>Financial Proposal and Technical Proposal to be submitted as separate attachments electronically.</p> <p>Financial Proposal and Technical Proposal to be submitted separately as two attachments, clearly marked Technical Proposal and another clearly marked Financial Proposal: Yes. The financial proposal should be submitted with the <u>encrypted password</u> that will be requested at the time of financial analysis.</p> <p>The name of the assignment is: Provision of Internal Audit Services to ACBF.</p>
2.3	A pre-proposal conference will be held: NO
4.1	The Client envisages the need for continuity for downstream work: NO
B. Preparation of Proposals	

9.1	<p>This RFP has been issued in the English language.</p> <p>Proposals shall be submitted in English language.</p> <p>All correspondence exchange shall be in the English language.</p>
10.1	<p>The Proposal shall comprise the following:</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u> 1st Submission - Technical Proposal (1) Letter of authorization to sign the Proposal</p> <p>AND</p> <p>2nd Submission - Financial Proposal (1) Statement of Undertaking</p>
10.2	Statement of Undertaking is required: Yes
11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible. No
12.1	Proposals must remain valid for 120 calendar days after the proposal submission deadline date.
13.1	<p>Clarifications may be requested no later than Five (5) days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is:</p> <p>The African Capacity Building Foundation Email: <u>procurement@acbf-pact.org</u></p>
14.1.1	<p>Shortlisted Consultants may associate with</p> <p>(a) non-shortlisted consultant(s): N/A Or (b) other shortlisted Consultants: N/A</p>

14.1.2	Estimated total input of Key Experts' time- Yes
14.1.3 for time- based contracts only	Not Applicable
15.2	<p>The format of the Technical Proposal to be submitted is: FTP</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
16.1	<p><i>The Financial Proposal should include a list of all costs associated with the assignment.</i></p> <ul style="list-style-type: none"> <i>(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i> <i>(2) cost of travel by the most appropriate means of transport and the most direct practicable route;</i> <i>(3) cost of office accommodation, including overheads and back-stop support;</i> <i>(4) communications costs;</i> <i>(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</i> <i>(6) cost of reports production (including printing) and delivering to the Client;</i> <i>(7) other allowances where applicable and provisional or fixed sums (if any)]</i>
16.2	A price adjustment provision applies to remuneration rates: No
16.4	The Financial Proposal shall be stated in the following currencies: United States Dollars.
C. Submission, Opening and Evaluation	

17.1	The Consultants shall submit their Proposals electronically at: Email: <u>procurement@acbf-pact.org</u>
17.4	The Consultant must submit: (a) Technical Proposal: one (1) original soft copy ; (b) Financial Proposal: one (1) original soft copy
17.7 and 17.9	The Proposals must be submitted no later than: Date: 2nd April 2024 Time: 17:00hours , Harare local time. <hr/> The Proposal submission email address is: Email: <u>procurement@acbf-pact.org</u>
19.1	An online option of the opening of the Technical Proposals is offered: No
19.2	In addition, the following information will be read aloud at the opening of the Technical Proposals: None
21.1 (for FTP)	Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals: <u>Points</u> (i) Specific experience of the Consultant (as a firm) relevant to the Assignment: 20 (ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): 30 <i>{Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts}</i> (iii) Proposed consultants' General qualifications (general education, professional certificate, training, and experience): and competence for the Assignment in response to the TOR: 50

	Total points for the criteria: 100
	The minimum technical score required to pass is 70
23.1	An online option of the opening of the Financial Proposals is offered: No
25.1	For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.
26.1	The single currency for the conversion of all prices expressed in various currencies into a single one is: Not Applicable The official source of the selling (exchange) rate is: Not Applicable The date of the exchange rate is: Not Applicable
	D. Negotiations and Award
28.1	Expected date and address for contract negotiations: Date: TBD Address: Online meeting details to be communicated.
30.1	The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as follows: ACBF Web site. The publication will be done within Fifteen (15) days after the contract signing.
30.2	Expected date for the commencement of the Services: Date: TBD

All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.

Form TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: The ACBF Procurement Unit
The African Capacity Building Foundation (ACBF)
No 2 Fairbairn drive, Mt Pleasant,
Harare Zimbabwe.

Dear Procurement Unit:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposals dated [Insert Date] and our Proposal. [Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal electronically as separate attachments” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal.”].

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the ACBF.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.

- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the ACBF's policy in regard to corrupt and fraudulent practices as per ITC 5.
- (e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.]
- (f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

Name of Consultant (company's name or JV's name):

In the capacity of:

Address:

Contact information (phone and e-mail):

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last 10 years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

FORM TECH-3

(CONTINUED)

CURRICULUM VITAE (CV)

Position Title and No.	
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in which the Expert will be involved)	

Expert's contact information : (e-mail, phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the ACBF.

Name of Expert

Signature Date
{day/month/year}

Name of authorized
Consultant
(the same who signs the Proposal)

Signature Date Representative of the
{day/month/year}

Section 4. Financial Proposal - Standard Forms

{Notes to Consultant shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: The ACBF Procurement Unit
ACBF
No 2 Fairbairn Drive, Mt Pleasant,
Harare, Zimbabwe.

Dear Procurement Unit:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, [Insert “including” or “excluding”] of all indirect local taxes in accordance with Clause 25.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM FIN-2 SUMMARY OF COSTS

Item	Cost(as per the deliverables)			
	{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet; delete columns which are not used}			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if used and/or required (16.4 Data Sheet)}
Cost of the Financial Proposal				
<u>Total Cost of the Financial Proposal:</u>				

Section 4 – Financial Proposal – Standard Forms

<u>Total Estimate for Indirect Local Tax:</u>				

Footnote: Payments will be made in the currency (ies) expressed above (Reference to ITC 16.4).

Section 5. Terms of Reference

REQUEST FOR PROPOSAL: ACBF/RFP/003/24/NRF

TERMS OF REFERENCE

PROVISION OF INTERNAL AUDIT SERVICES TO ACBF

INTRODUCTION

Background

The African Capacity Building Foundation (ACBF) is the African Union's Specialized Agency for Capacity Development. Founded in February 1991, ACBF has amassed experience that makes it the go-to institution for expert knowledge and human resources to facilitate the timely implementation of Africa's continental and national development agendas. As the African Union's Specialized Agency for Capacity Development following 32 years of solid work, the Foundation is well placed to advise and support African countries, regional economic communities, and institutions on decisive steps to take to develop the practical capacities urgently required for the continent's economic transformation.

The Foundation is currently implementing a new strategic plan (2023 – 2027) which follows a purpose-driven approach to capacity development, with the aim to build the required human capital and institutional strength for transformative change in four priority impact areas of:

- 1) Climate change adaptation and access to energy for productive use.
- 2) Agri-business and food security.
- 3) Trade as an engine for economic development; and
- 4) Economic Governance.

The strategic plan for new priority impact areas requires complementary and new skills, knowledge, and experiences as defined in the newly designed organizational structure. Accordingly, ACBF is seeking to outsource its Internal Audit Services to an experienced external firm.

**THE AFRICAN CAPACITY BUILDING
FOUNDATION (ACBF HEAD OFFICE)**

2 Fairbairn Drive, Mount Pleasant, Harare, Zimbabwe
Tel: (+263-242) 304663, 332002
Cell: +263 772 185 308 - 10
E-mail: root@acbf-pact.org

**ACBF REGIONAL OFFICE,
WEST & CENTRAL AFRICA**

3rd Floor, The Rhombus, Plot 24 Tumu Street,
Kanda Estates, Accra, Ghana
Tel : +233 540122013
E-mail : accra@acbf-pact.org

**ACBF REGIONAL OFFICE,
EAST & SOUTHERN AFRICA**

ACK Garden House, 2nd Floor, 1st Ngong Ave, Nairobi, Kenya
Tel: +254 (20) 5160052
Cell: +254 727 116 276
E-mail: nairobi@acbf-pact.org

The Internal Audit Function at ACBF reports functionally to the Audit and Risk Committee (ARC) of the Executive Board (EB) and administratively to the Executive Secretary (ES). The function is fully independent and acts as a trusted advisor to the governing body and Senior Leadership of the Foundation.

OBJECTIVES

The Internal Audit Department (IAD) of the ACBF seeks to outsource its internal audit services to conduct audit services at the Secretariat (ACBF) and its funded projects. The intention is to appoint an audit firm to provide individual consultant(s) to conduct internal audit services guided by the Annual Internal Audit Work Plan approved by ARC, the Audit Manual and Charter. The Consultant(s) will be working in-house at ACBF and/or remotely as will be agreed for the whole duration of the contract.

The work will be carried out in accordance with **ACBF internal audit Charter, Audit Manual and the performance standards established by the Institute of Internal Auditors (IIA).**

SCOPE OF SERVICES, TASKS (COMPONENTS) AND EXPECTED DELIVERABLES

Scope of services

Guided by the ACBF Internal Audit Charter and under the overall direction and guidance of the Audit & Risk Committee, the consultant(s) will follow the IAD Annual Work Plan approved by the Audit and Risk Committee in conducting assignments/engagements. The consultants shall also perform the following:

- 1) Planning and execution of audits assigned.
- 2) Communicating and reporting audit results to audit clients through entry/exit conferences as appropriate.
- 3) Reporting on the results of the audit engagements conducted to audit clients and ACBF management as appropriate.
- 4) Providing executive summary reports of assignments/engagements conducted to the Audit and Risk Committee (ARC) of ACBF Executive Board through the activity progress reports.
- 5) Undertake financial risk and control activities (detail activities are provided below).
- 6) Provide functional and technical support to ARC.

Expected Deliverables

The internal audit service provider is required to deliver the following:

- 1) *Provide a draft and a final audit report that addresses, at a minimum, the following:*

- a. Conclusion on whether:
 - i. The project activities are achieving the expected deliverables/targets.
 - ii. The project is complying with the grant agreement with regard to financial management, procurement and other relevant policies and procedures of the Foundation.
 - b. Specific observations regarding current conditions, potential and real risks, gaps, and opportunities for improvement identified during the review, including the relative significance of each opportunity.
 - c. Specific recommendations to address the root causes of weaknesses and/or improve project operations and achievement of outputs as applicable.
 - d. Recommendations for additional ways ACBF can add value to its process where necessary.
- 2) For audit at the Secretariat, reviews should add value and improve ACBF's operations. It should make a clear contribution towards the organization accomplishing its objectives by bringing a systematic, disciplined approach to the evaluation and improvement of the effectiveness of risk management, control, and governance processes.
- 3) *For non- audit services like financial risk and control activities the internal audit service provider will deliver as follows:*
- a. Assisting Business Services Departments in granting no objection clearance for the recruitment of project external auditors.
 - b. Reviewing the financial audit reports submitted to ACBF to determine if it can be relied on.
 - c. Provide financial management assessment (FMA) review for proposed projects.
- 4) *The Audit and Risk Committee (ARC) related activities*
- a. Assisting the Audit and Risk Committee during their meeting by providing secretarial services (meeting plans and arrangement, preparation of minutes, etc.)
 - b. Providing relevant information to the Committee on request.
 - c. Presenting reports including activity progress reports.
 - d. Coordinating report presentations from other Departments and from External Auditors as necessary.
- 5) *Reporting requirements*

The Consultant(s) will functionally report to the Audit & Risk Committee (ARC) and administratively to ACBF Management. The draft report shall include an executive summary, the audit methodology applied during the assignment and the outcome of the review based on the objective and tasks defined in the audit notification letter. The report should detail any weaknesses revealed in the business unit or project's control environment, administrative or operational policies, guidelines, procedures, or practices along with recommendations for corrective actions/improvements.

The report should be supported with annexes containing relevant exhibits, schedules, and other relevant information to support the findings of the report. The final report will be issued by the Consultant(s) once the draft report has been discussed with audit clients and as necessary, to include feedback received from ACBF and/ or from the audited projects.

The working papers and audit reports will be recorded in the special portal of the Internal Audit Department (IAD) for confidentiality purpose.

TEAM COMPOSITION & QUALIFICATION REQUIREMENTS

The following qualifications are required for the Consultant(s) undertaking the task. For the Team Leader:

- 1) Advanced university degree in Auditing, Finance, Business Administration or Accounting and a Professional certification in accounting such as CPA, CA, ACCA etc. is required. Further certification such as CIA, CISA and CFE will be of additional benefit.
- 2) At least 10 years of progressively responsible professional experience in auditing, with at least 5 years at the management level. A minimum of 5 years should be in an international organization.
- 3) In-depth knowledge of internal control systems and risk management in international organizations and project audit.
- 4) Must be self-initiating and be able to work independently and should have high personal work standards with strong organizing (project management skills), work planning and scheduling skills, capable of handling large volumes of assignments accurately and thoroughly without losing focus.
- 5) Excellent communication and presentation skills, both oral and written, proven ability to prepare clearly and concisely, present, discuss and defend issues, findings and recommendations, and Strong interpersonal skills.
- 6) Demonstrated effectiveness in conducting audit, and investigation within government structure, the private sector, and donor funding institution.

- 7) Ability to make objective decisions and resolve problems, exercising the highest responsibility to handle confidential and sensitive issues in a reasonable and mature manner.
- 8) High ethical standards, impeccable integrity, and a deep sense of fairness.
- 9) Excellent English Language skills. Working knowledge of French will be an added advantage.

For the team member:

- 1) Bachelor's degree in the relevant field, Professional qualifications in accountancy (CPA or ACCA) or certification in Internal audit (CIA);
- 2) At least 5-year experience in internal auditing with the private sector, development projects audit or donor funding institutions.
- 3) High ethical standards, impeccable integrity and a deep sense of fairness.

DURATION AND PERIOD OF CONTRACT

The initial contract shall be for 12 months starting from July 2024 subject to performance and at ACBF's own discretion.

EVALUATION CRITERIA.

Evaluation of the proposals will be evaluated based on the Least Cost based Method.

The evaluation committee shall evaluate the technical Proposals based on their responsiveness to the Terms of Reference, applying the evaluation criteria, and point system specified below. A technical proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated.

The minimum technical score required to pass is: 70 Points. The financial proposal will be evaluated based on the least cost method and the most competitive rate given by the compliant bidder.

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

No.	Criteria	Max Points (100)
1	Specific experience of the Consultant (as a firm) relevant to the	20
2	Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs)	30
3	Proposed consultants' General qualifications (general education, professional certificate, training, and experience): and competence for the Assignment in response to the TOR:	50
	Total	100

Application process

Consultancy firms should submit the following documents:

- Technical Proposal outlining the qualifications, experience,
- Curriculum vitae of key staff to undertake the assignment
- Financial proposal encrypted **with a password**.

Consultancy firms are being requested to submit their bid with the subject clearly marked, RFP Process No.: **ACBF/RFP/003/24/NRF** Consultancy Services,” to email **address: procurement@acbf-pact.org** on or before 17.00 hours (local Harare time), **on 2nd April 2024**

Section 6

Draft Contract

Consultant's Services
Lump-Sum

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Contract No: RFP No: ACBF/RFP/003/24/NRF

For The

Provision of Internal Audit Services to ACBF.

CONTRACT No. RFP No:

THIS CONTRACT ("Contract") is entered into this _____, by and between *The African Capacity Building foundation* ("the Client") having its principal place of business at 2 Fairbairn Drive, Mount Pleasant, Harare, Zimbabwe and _____s ("the Consultant") having its principal office located at _____.

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, "Description of Services and Terms of Reference," 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"
 - (iv) The consultant shall take into account the provisions of Annex D: ACBF's Policy – Corrupt and Fraudulent Practices in competing for or in performing the Contract."
- 2. Effectiveness** The effectiveness date of the contract is notwithstanding the date of signature.
- 3. Term** The Consultant shall perform the Services during the period commencing ----- and continuing through ----- or any other period as may be subsequently agreed by the parties in writing.
- 4. Payment**
 - A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed _____. 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 below¹:

30% upon submission of an inception report acceptable to the foundation.

70% - upon submission of Final Report, acceptable to the Foundation.

C. Payment Conditions

Payment shall be made in **US Dollars**, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

Payments shall be made to Consultant's bank account

Account name:

Bank Name:

Account number:

Branch:

SWIFT code:

5. **Project Administration**

A. Coordinator.

The Client designates -----, 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 including 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.

6. **Performance Standards**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The

¹ Fill in based on required outputs as described in Annex A (Terms of Reference) and Annex C (Reporting Requirements). Avoid front-loaded payments. Advance payments in contracts with firms require a bank guarantee for the same amount.

- Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
- 7. Inspections and Auditing** The Consultant shall permit, and shall cause its Sub-Consultants to permit, the Bank and/or persons or auditors appointed by the ACBF to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the ACBF (including without limitation s determination of ineligibility) in accordance with prevailing ACBF's sanctions procedures.
- 8. Confidentiality** The Consultants 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 belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software².
- 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 *Zimbabwe*, and the language of the Contract shall be *English*.

² Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 8.

14. Dispute Resolution³

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.

15. Termination

The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:

- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working 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, in the judgment of the Client or the ACBF, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing ACBF's sanctions procedures and as further defined in Annex D: ACBF's Policy – Corrupt and Fraudulent Practices of this contract) in competing for or in performing the Contract.
- (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

FOR THE CLIENT

FOR THE CONSULTANT

African Capacity Building Foundation

Consultant

Date:

Date:

³ In case of a Contract entered into with a foreign Consultant, the following provision may be substituted for paragraph 13: "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."