



THE AFRICAN CAPACITY
BUILDING FOUNDATION

FONDATION POUR LE RENFORCEMENT
DES CAPACITES EN AFRIQUE

A specialized agency of the African Union

Une agence spécialisée de l'Union africaine

REQUEST FOR PROPOSAL

RFP No.: ACBF/RFP/009/23/SALCA/BMGF

FOR THE PROVISION OF THE RECRUITMENT OF A CONSULTANCY FIRM TO SUPPORT THE DEVELOPMENT OF A FINANCIAL, ACCOUNTING, RISK MANAGEMENT POLICY AND A PROCUREMENT POLICY AND MANUAL FOR THE CENTRE FOR ECONOMIC ANALYSIS AND POLICY STUDIES AND RESEARCH (CERAPE)- RETENDER

Date: 26 March 2024

Section 1. Letter of Invitation

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

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Cell: +263 772 185 308 - 10
E-mail: root@acbf-pact.org

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

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**ACBF REGIONAL OFFICE,
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Our Ref: ACBF/RFP/009/23/SALCA/BMGF

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”): **Consultancy services for Financial, Accounting, Risk Management Policy and a Procurement Policy and Manual for the Centre for Economic Analysis and Policy Studies and Research (CERAPE)-Retender.**
3. More details on the Services are provided in the Terms of Reference (Section 5).
4. A firm will be selected under **Fixed-Budget Selection (FBS)** 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

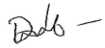
Please inform us within 5 days of receipt of this letter, by email to:

The Procurement Unit
The African Capacity Building Foundation,
E-mail: procurementunit@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 'Dado' followed by a horizontal line.

Procurement Unit

Business Services and Operations

African Capacity Building Foundation

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.

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| | <ul style="list-style-type: none">(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. |
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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 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	10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet. 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). 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).
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 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>
14. Preparation of Proposals – Specific Considerations	<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>

15. Technical Proposal Format and Content	<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>
16. Financial Proposal	<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>

a. Price Adjustment	(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.
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

<p>17. Submission, Sealing, and Marking of Proposals</p>	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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]."</p> <p>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."</p> <p>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 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</p>
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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.

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.

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	<p>(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.</p>
b. Lump-Sum Contracts	<p>(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.</p>
25. Taxes	<p>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.</p>
26. Conversion to Single Currency	<p>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.</p>
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.
b. Fixed-Budget Selection (FBS)	(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. (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.
c. Least-Cost Selection	(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
D. <u>Negotiations and Award</u>	
28. Negotiations	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. 28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

<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 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>
<p>b. Technical negotiations</p>	<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 the 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>

<p>c. Financial negotiations</p>	<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.</p> <p>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>
<p>29. Conclusion of Negotiations</p>	<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 to 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>
<p>30. Award of Contract</p>	<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>

Instructions to Consultants

E. Data Sheet

A. General	
Paragraph Reference	<u>RFP process No.: ACBF/RFP/009/23/SALCA/BMGF-Retender</u>
1 (c)	NA
2.1	<p>Name of the Client: <u>African Capacity Building Foundation</u></p> <hr/> <p>Method of selection: Fixed-Budget Selection (FBS) as per the instructions to consultant.</p> <p>At a fixed rate of USD: 20,000</p> <p>ACBF will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated above and invite such Consultant to negotiate the Contract.</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: Consultancy services for financial, accounting, risk management policy and a procurement policy and manual for the centre for economic analysis and policy studies and research (CERAPE)</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): No</p> <p>Or</p> <p>(b) other shortlisted Consultants: No</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>

	<p>(6) <i>cost of reports production (including printing) and delivering to the Client;</i></p> <p>(7) <i>other allowances where applicable and provisional or fixed sums (if any)]</i></p>
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	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original soft copy;</p> <p>(b) Financial Proposal: one (1) original soft copy</p>

17.7 and 17.9	<p>The Proposals must be submitted no later than: Date: 26th April 2024</p> <p>Time: 17:00hours, Harare local time.</p> <hr/> <p>The Proposal submission email address is: Email: <u>Procurement@acbf-pact.org</u></p>
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)	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals: <u>Points</u></p> <p>(i) Specific experience of the Consultant (as a firm) relevant to the Assignment: 20</p> <p>(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></p> <p>(iii) Proposed consultants' General qualifications (general education, professional certificate, training, and experience): and competence for the Assignment in response to the TOR: 50 <i>{in Form TECH-5 to be prepared by the Consultant}</i></p> <p style="text-align: right;">Total points for the criteria: 100</p> <p>The minimum technical score required to pass is 70</p>
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	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: Not Applicable</p> <p>The official source of the selling (exchange) rate is: Not Applicable</p> <p>The date of the exchange rate is: Not Applicable</p>
	D. Negotiations and Award
28.1	<p>Expected date and address for contract negotiations:</p> <p>Date: TBA</p> <p>Address: Online meeting details to be communicated.</p>
30.1	<p>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.</p> <p>The publication will be done within Fifteen (15) days after the contract signing.</p>
30.2	<p>Expected date for the commencement of the Services:</p> <p>Date: TBA</p>

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 Executive Board
The African Capacity Building Foundation (ACBF)
No 2 Fairbairn drive, Mt Pleasant,
Harare Zimbabwe.

Dear Sirs:

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 TECH- 5 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
of the Consultant
(the same who signs the Proposal)

Signature

Date Representative
{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 Executive Board
ACBF
No 2 Fairbairn Drive, Mt Pleasant,
Harare, Zimbabwe.

Dear Sirs:

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

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

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



THE AFRICAN CAPACITY
BUILDING FOUNDATION

FONDATION POUR LE RENFORCEMENT
DES CAPACITES EN AFRIQUE

A specialized agency of the African Union

Une agence spécialisée de l'Union africaine

Section 5. Terms of Reference

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

TERMS OF REFERENCE

THE RECRUITMENT OF A CONSULTANCY FIRM TO SUPPORT THE DEVELOPMENT OF A

FINANCIAL, ACCOUNTING, RISK MANAGEMENT POLICY AND A PROCUREMENT POLICY AND MANUAL FOR THE CENTRE FOR ECONOMIC ANALYSIS AND POLICY STUDIES AND RESEARCH (CERAPE)-Retender

1.0 Background and Rationale

The African Capacity Building Foundation (ACBF) is implementing the "*Strengthening African Leadership for Climate Change Adaptation*" (SALCA) program, which aims to improve the performance of organizations working in the field of climate change adaptation for a sustainable climate change adaptation ecosystem on the African continent. The overall expected outcome of the program is to have a strong group of African-based and African-led organizations capable of shaping Africa's response to climate change through effective policy dialogue, advocacy and the use of a common voice to raise awareness and influence policy.

More specifically, the SALCA program will strengthen the capacity of selected organizations to play a leading role in climate adaptation by improving their efficiency, effectiveness, relevance and sustainability, while enhancing their ability to develop an organizational culture of excellence, with the overall aim of improving the continent's ability to undertake the actions needed to prepare for and adapt to the current and future impacts of climate change. The SALCA program emphasizes a data- and evidence-based approach in its implementation, as well as gender sensitivity and social inclusion in the climate adaptation strategies of selected organizations.

As part of its implementation strategy, the SALCA program supports several target organizations including the Center for Studies and Research in Economic Analyses and Policies (CERAPE). CERAPE is a research Centre established in November 2002 and registered in the Republic of Congo, as a Non-Governmental Organization. Its mission is to conduct research on economic and social issues, including agriculture, to inform policy and practice. CERAPE has a regional presence, with country research units in Cameroon, the Central African Republic (CAR), and the Democratic Republic of Congo (DRC).

As part of this 4-year program, ACBF is supporting CERAPE to strengthen its capacity as a research institution contributing meaningfully to the climate adaptation agenda in Africa. The specific objectives of the intervention are:

- i) *To enhance the organization's systems and processes for effective delivery of its mandate;*
- ii) *To strengthen human capacity; and*
- iii) *To enhance capacity for sustainable operations.*

As a first step to support CERAPE, ACBF conducted a Capacity Needs Assessment (CNA) of the institution between September and November 2022 to understand its strengths and needs. The CNA of CERAPE focused on the following ten key institutional capacity areas: Governance and Leadership, Strategic Planning and Innovation, Human Resource management, financial management, Program Planning and Implementation, Results management and Quality Assurance, Communication, Knowledge Management, Resource Mobilization and Partnership and Infrastructure. The CNA, among other findings, revealed weaknesses in CERAPE's financial, accounting, risk management, and procurement processes. It was therefore recommended that two policies be developed, i.e., Financial, Accounting & Procurement Policy, and a Procurement Policy and Manual be developed for CERAPE.

It is in this regard that the CERAPE Regional Coordination Unit, in collaboration with ACBF, seeks to commission a consultancy firm to support the enhancement of the Financial, Accounting, Risk Management and Procurement processes within CERAPE.

2.0 General Objective

The objective of this assignment is to create two separate customized comprehensive policies as follows:

- a. Financial, Accounting and Risk Management Policy
- b. Procurement Policy and Manual

These policies will be designed to harmonize with the distinctive needs of CERAPE and its varied donor base. The process of crafting these policies intends to tackle the organization's individual hurdles, elevate financial transparency, and establish robust methods for mitigating risks. Through the adaptation of these policies to CERAPE's specific circumstances, the organization will be more adept at resource management, fulfilling donor requisites, and fortifying its overarching financial management protocols.

1.1 Specific objectives

More specifically, the consultancy firm shall:

- a. Lead the development of and drafting of two policies:
 - a. CERAPE Financial, Accounting, and Risk Management Policy
 - b. CERAPE Procurement Policy and Manual
- b. Train both staff and managers in the new policies concerning Financial, Accounting, and Risk Management (comprising budget planning processes and procedures), as well as the Procurement Policy and Manual.

3.0 Scope of Work

Financial Management, Accounting, and Risk Management Policy

1. Conduct an overall assessment and review of CERAPE's organizational structure, along with its financial, accounting, procurement, and risk management practices, policies, and procedures. This assessment aims to identify gaps and areas for improvement.
2. Conduct research on industry best practices for financial management, accounting, and risk management policies and benchmark against similar organizations or entities to gather insights and ideas and explore guidelines from relevant regulatory bodies and international standards.
3. Design the comprehensive framework for the Financial, Accounting and Risk Management Policy, based on the assessment and stakeholder input.
4. Design the framework for identifying, assessing, and mitigating financial, operational, and reputational risks and include methodologies for risk identification, risk analysis, and strategies for risk mitigation, and integrate guidelines for monitoring and managing risks over time. and stakeholder input.
5. Establish a risk assessment framework that can identify, evaluate, and prioritize potential risks associated with CERAPE's operations. This framework should encompass financial, operational, and reputational risks. Include methodologies and tools for conducting comprehensive risk assessments, encompassing risk identification, analysis, and strategies for mitigation.
6. Develop a comprehensive Financial, Accounting, and Risk Management Policy. This policy should integrate tailored mechanisms to address the specific challenges CERAPE faces in financial management, accounting, and risk mitigation. The policy should align with specific requirements, industry best practices, and donor expectations.
7. Outline clear guidelines, procedures, and standards for financial management, accounting practices, budgeting, and reporting. Ensure the incorporation of relevant international standards, such as Generally Accepted Accounting Procedures (GAAP) and International Financial Reporting Standards (IFRS).
8. Provide guidelines for budget preparation and financial planning processes and define the approval workflows for budget allocation and revisions and ensure alignment between budgeting and the organization's strategic goals.

9. Include measures for ensuring compliance with legal and regulatory requirements and address ethical considerations in financial practices and decision-making, and outline procedures for preventing fraud and conflicts of interest.
10. Define key performance indicators (KPIs) for financial performance and risk management effectiveness and establish mechanisms for ongoing monitoring and reporting of financial and risk-related metrics and specify reporting formats and frequency.
11. Conduct consultations with CERAPE's management, finance staff, and key stakeholders to gather insights, understand their requirements, and incorporate their feedback into the policy development process.
12. Develop comprehensive training materials, presentations, and resources for educating staff and managers about the new policies, framework, and budget planning processes.
13. Facilitate to enhance the capacity of CERAPE's managers and staff in financial management, risk assessment techniques, and policy and procurement practices budget planning processes and procedures.
14. Incorporate stakeholder feedback and prepare final versions of the into the draft Financial Management Policy, Risk Management Framework, and Procurement Manual. Present the finalized documents to CERAPE's management for review and approval and provide a comprehensive report documenting the policy development process, key findings, and recommendations.

Procurement Policy and Manual

1. Collaborate with CERAPE's stakeholders to understand their expectations and concerns.
2. Review CERAPE's current procurement processes, policies, and procedures to identify gaps, challenges, and areas for improvement in the existing procurement framework.
3. Analyze relevant legal and regulatory requirements for procurement in CERAPE's operating jurisdiction.

4. Conduct research on industry best practices for procurement policies and manuals and benchmark against similar organizations to gather insights and ideas, while exploring procurement guidelines from relevant donors or funding agencies.
5. Design a comprehensive Procurement Policy that aligns with CERAPE's objectives and values and stakeholder input, while defining the scope of procurement activities covered by the policy and specify roles and responsibilities of individuals involved in procurement processes.
6. Create a Procurement manual that outlines step-by-step procedures for different procurement activities; include guidelines for supplier selection, bidding processes, contract management, and risk assessment, while ensuring clarity, consistency, and ease of use for manual users.
7. Map out the end-to-end procurement processes, from requisition to contract closure, identify key decision points, approval workflows, and documentation requirements, while defining parameters for different procurement methods (e.g., competitive bidding, direct procurement).
8. Integrate risk assessment procedures within the Procurement manual and include measures for fraud prevention, conflict of interest mitigation, and ethical considerations, and ensure compliance with relevant laws, regulations, and donor requirements.
9. Outline mechanisms for monitoring procurement performance and define key performance indicators (KPIs) for procurement efficiency and effectiveness and include reporting requirements for management and stakeholders.
10. Engage relevant stakeholders, including procurement staff, finance, legal, and program teams and gather feedback on the initial drafts of the policy and manual, and incorporate stakeholder input to enhance the quality and relevance of the documents.
11. Review the drafted Procurement Policy and Manual for accuracy, coherence, and completeness, and seek approval from senior management or the CERAPE's governing body, and revise the documents based on review feedback.
12. Develop training materials to educate staff on the new procurement procedures and conduct training for relevant employees to ensure understanding and adoption, while providing user-friendly guides for easy reference.
13. Incorporate final edits and revisions based on approval and training outcomes and ensure all sections of the Procurement Policy and Manual are updated and aligned. Compile the final documents for distribution and implementation.

3.0 Methodology

The Consultant will review the existing procedures guide, and other relevant CERAPE documents. Throughout the engagement, the Consultant will engage with ACBF and CERAPE, maintaining close collaboration with the Regional Coordinator, the Coordinators and the financial managers of CERAPE country research units.

3.0 Expected Deliverables

The expected results of the mission are as follows:

- i. An inception report detailing the proposed methodology, work plan, and timeline for policy development, aligned with the unique requirements of CERAPE and key stakeholders.
- ii. A comprehensive Financial, Accounting and Risk Management policy that addresses CERAPE's specific challenges and aligns with international best practices, incorporating guidelines, procedures, and standards for financial management, accounting practices, budgeting, and reporting.
- iii. A comprehensive Procurement Policy and Manual that addresses CERAPE's specific challenges and aligns with international best practices, incorporating guidelines, procedures, and standards for procurement.
- iv. A risk management policy and a risk assessment framework specific to CERAPE, including methodologies, tools, and guidelines for identifying, evaluating, and mitigating risks across financial, operational, and reputational domains.
- v. Training reports on financial management, risk assessment and budget planning processes and procedures are produced.
- vi. Training reports on procurement processes and procedures are produced.

6.0. Qualifications, experience and skills required for the assignment.

For Financial Management, Accounting, and Risk Management Policy

1. Possess a bachelor's degree in finance, accounting, business administration, or a related field is essential.
2. Possession of certifications such as Certified Public Accountant (CPA), Chartered Accountant (CA), or Certified Management Accountant (CMA), and Association of Chartered Certified Accountants (ACCA).
3. Have a minimum of 5 years professional experience in developing financial, accounting, and risk assessment management policies in non-governmental organizations (NGOs) or similar organizations, particularly in Africa.
4. Familiarity with the specific challenges and requirements of NGOs in terms of financial management, donor compliance, and risk mitigation.

5. Profound understanding of financial principles, accounting practices, budgeting, financial reporting, and internal controls.
6. Proven ability to design risk management frameworks, including risk identification, assessment, mitigation strategies, and monitoring.
7. Experience in working with donors and knowledge of donor reporting requirements and compliance.
8. Proven experience in working with international organizations or missions would be an asset;
9. Demonstrate the ability to provide training to staff on financial management and risk assessment practices.
10. Exhibit strong interpersonal skills and be comfortable in establishing effective relationships with others.
11. Possess excellent command of the English and French language.
12. Display the capability to work effectively under pressure and meet deadlines.
13. Demonstrate proven leadership abilities, as well as integrity and moral probity.

For Procurement Policy and Manual

1. A relevant bachelor's or master's degree in procurement, supply chain management, business administration, or a related field.
2. Possession of certifications such as Certified Professional in Supply Management (CPSM), Certified Supply Chain Professional (CSCP), or equivalent procurement certifications.
3. Five years' experience in procurement and supply chain management, particularly within nonprofit or development sector organizations.
4. Familiarity with the specific challenges and compliance requirements faced by NGOs in their procurement processes.
5. Proven track record in developing procurement policies and manuals tailored to the needs of nonprofit organizations.
6. In-depth understanding of procurement lifecycles, from requisition to contract management, and the ability to adapt these processes for NGOs.
7. Experience in identifying and mitigating risks associated with procurement activities, with an emphasis on ethical considerations.
8. Ability to analyze procurement data, trends, and supplier performance to inform policy decisions.
9. Excellent communication skills to present complex procurement concepts and procedures in an accessible manner to diverse stakeholders.

10. Understanding of ethical considerations in procurement, including transparency, fairness, and conflict of interest management.
11. Knowledge of relevant legal and regulatory frameworks governing procurement within the NGO's operating jurisdiction, and expertise in procurement processes, including procurement planning, vendor selection, contract management, and compliance with relevant regulations
12. Familiarity with donor-specific procurement requirements and reporting standards often applicable to NGOs.
13. Demonstrate the ability to provide training to staff on procurement practices.
14. Exhibit strong interpersonal skills and be comfortable in establishing effective relationships with others.
15. Possess excellent command of the English and French language.
16. Display the capability to work effectively under pressure and meet deadlines.
17. Demonstrate proven leadership abilities, as well as integrity and moral probity.

7.0 Duration of the Assignment

The provisional start of this assignment is May 31, 2024, with the expected end date being August 6, 2024.

8.0 Content, schedule and submission

The outputs must meet quality standards. The final deliverable submitted no later than **August 9, 2024**.

Table 1. Delivery Schedule

N°	Activities	Timeline
1	Presentation of Inception report, including draft outline of the Finance, Accounting, and Risk Management policy and the Procurement Policy Manual.	June 5, 2024
2	Submission of the Following draft documents. <ul style="list-style-type: none"> Finance, Accounting and Risk Management Policy Procurement Policy and Manual Training Materials 	June 20, 2024

3	Feedback from ACBF & CERAPE	June 28, 2024
4	Integration of comments and suggestions and production of final documents; <ul style="list-style-type: none"> • Finance, Accounting and Risk Management Policy • Procurement Policy and Manual • Training Materials 	July 10, 2024
5	Conduct training for CERAPE's managers and staff	July 22- 25, 2024
6	Submission of training report	August 6, 2024

9.0 Location and working methods

This is a home-based consulting assignment. The consultant will have access to the relevant information needed to carry out the tasks involved in this assignment. The consultant must provide his own workstation (laptop, Internet, telephone, scanner/printer, etc.) and have access to a reliable Internet connection.

CERAPE and ACBF will review draft reports for quality assurance and provide feedback on the deliverables. Approval of all deliverables and reports by CERAPE will be a prerequisite before any payment are made to the consultant.

10. Language

All documents and deliverables should be written in French, single spacing font size 11, Times New Roman and submitted as both word and pdf versions.

11. Evaluation of the proposals will be evaluated based on the Fixed-Budget Selection (FBS)

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. **Those Proposals that exceed the budget indicated in Clause 14.1.4 of the Data Sheet shall be rejected. ACBF 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.**

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

12.0 Submission

Consultancy firms are requested to submit the profiles of the qualified candidates as given below;

- a. Curriculum Vitae (CV) and professional references
- b. A cover letter expressing your interest in the consultancy and outlining summarizing qualification and experience.
- c. A Technical Proposal outlining the project implementation approach.
- d. A Financial Proposal with encrypt password

Consultancy firms are being requested to submit their bid with the subject clearly marked, RFP Process No.: Consultancy Services," to email address: Procurement@acbf-pact.org on or before 17.00 hours (local Harare time), **on 26th April 2024**



THE AFRICAN CAPACITY
BUILDING FOUNDATION

FONDATION POUR LE RENFORCEMENT
DES CAPACITES EN AFRIQUE

A specialized agency of the African Union

Une agence spécialisée de l'Union africaine

Section 6

Draft Contract

Consultant's Services
Lump-Sum

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Contract No: RFP No: ACBF/RFP/009/23/SALCA/BMGF

For The

Consultancy services for Financial, Accounting, Risk Management Policy and a Procurement Policy and Manual for the Centre for Economic Analysis and Policy Studies and Research (CERAPE)

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 _____.

**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**

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Tel : +233 540122013
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**ACBF REGIONAL OFFICE,
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Cell: +254 727 116 276
E-mail: nairobi@acbf-pact.org

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:

20% upon submission of an inception report acceptable to the foundation.

60% Upon delivery of the workshop as per agreed program

20% - 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.

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.

- 6. 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.
- 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.

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

- 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*.
- 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."

