

## Request for Proposal (RFP)

### Audit Services

The Enhancing Youth Employment EYE Project phase 2 is a Swiss Cooperation Office Kosovo SCO-K project implemented by Helvetas Kosovo and MDA. The project supports to increase the employment opportunities of young women and men going out from schools and universities by facilitating their transition from school to work.

Helvetas Kosovo EYE project invites interested parties to provide an offer for the services according to the specifications below.

#### 1. Contract description

The overall goal of EYE is to outsource the auditing of the supported co-financing initiatives in order to see if used funds were spent in a proper manner as it was planned with the contract and budget lines.

The required service details are annexed in this document under the ToR section.

#### 2. Timetable

|   | DATE                             | TIME - CET |
|---|----------------------------------|------------|
| RFP announcement                                      | From 17/05/2019<br>to 19/05/2019 | -          |
| Deadline for written enquiries                        | 29/05/2019                       | 16:00      |
| Last date for Helvetas Kosovo to issue clarifications | 31/05/2019                       | 16:00      |
| Deadline for submitting offers <sup>1</sup>           | 07/06/2019                       | 16:00      |

#### 3. Nature of the contract

Framework contract (agreement).

#### 4. Negotiations

Helvetas Kosovo reserves the right to enter into negotiations with all or part of eligible bidders in order to amend and/or complete their original offers.

Negotiations may concern the technical, financial, legal and other aspects of the contract.

#### 5. Eligibility

Participation is open to all legal entities (excluding public authorities) registered in the Republic of Kosovo. In addition, individual consultants that possess fiscal number are encouraged to apply.

Service providers included in an offer cannot be part of other bidders' offer, in which case bidders will be excluded from the procedure without further evaluation.

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<sup>1</sup> Any application received after this deadline will not be considered.

Groupings of legal entities (consortia) may not apply.

## 6. Costs for preparing offers

No costs incurred by the bidder in preparing and submitting the offers are reimbursable. Such costs fall under the responsibility of the bidder, including the costs incurred during negotiating and interviewing process (when applicable).

## 7. Sub-contracting

Sub-contracting services to another legal person is not allowed.

## 8. Provisional commencement date of the contract

15/06/2019

## 9. Initial period of execution and possible extension of the contract

Services are to be provided between 15/06/2019 and 15/06/2020 with possibility of extension up to 31/12/2020.

## 10. Evaluation of offers

Each offer will be evaluated in accordance with the criteria and the weighting as detailed below. The criteria for evaluation of goods/services or works will be examined in accordance with the requirements indicated in attachments.

*The entire evaluation procedure is confidential. The Purchasing Panel (PP) decisions are collective and its deliberations are held in closed session. The members of the PP are bound to secrecy. The evaluation reports and written records are for official use only and may be communicated neither to the bidders nor to any party other than Helvetas Kosovo.*

### 10.1 Eligibility criteria

| Requirements   | Documentary evidence  |
|--|---|
| Application form   | Signed application form from PART 1 in this document  |
| The bidder is registered in Kosovo   | The full Registration certificate   |
| VAT number   | VAT certificate (for businesses only and if applicable)   |
| Fiscal number  | Fiscal number certificate   |
| The bidder has no open case of a dispute, an execution procedure, reorganisation, bankruptcy or insolvency procedure | A valid proof issued by a competent judicial or administrative authority (not older than 6 month) (applicable only for companies)       |
| All taxes paid   | A valid tax administration certificate or a valid agreement signed with the Tax Administration of Kosovo to repay the outstanding debts |
| Valid license to conduct audit services issued from the Kosovo authorities   | Copy if license   |

The bidders that pass the eligibility criteria will be processed for further evaluation.

## 10.2 Evaluation criteria of eligible offers

### Criteria for evaluation of the Technical offer

| Requirements  | Documentary evidence   |
|---|--|
| The bidder has experience in performance or compliance auditing   | Copy of at least two references from the client  |
| <ul style="list-style-type: none"> <li>- CV of the proposed auditor.</li> <li>- Minimum 3 years of experience required in auditing (required)</li> <li>- Bachelor degree – preferably Banking, Finance and Accounting (required)</li> <li>- Master degree in any finance subject (is an advantage)</li> </ul> | <ul style="list-style-type: none"> <li>- CV</li> <li>- CV</li> <li>- Copy of Diploma</li> <li>- Copy of Diploma</li> </ul> |

The bidders that pass the Technical evaluation (**min 50% of total technical evaluation scoring**) will be processed for further evaluation.

### Criteria for evaluation of the financial offer:

| Requirements                          | Documentary evidence          |
|---------------------------------------|-------------------------------|
| Daily fee (one day equals to 8 hours) | Signed financial offer in EUR |

The weighting of the criteria for evaluation of technical and financial offers are as follows:

| Criteria  | Max points |
|---|------------|
| <b>Technical offer*</b>   | <b>50</b>  |
| References of having audited the financial parts of co-investment contracts/agreements within an organization.  | 20         |
| <ul style="list-style-type: none"> <li>- CV of the proposed auditor.</li> <li>- Minimum 3 years of experience required in auditing (required)</li> <li>- Bachelor degree – preferably Banking, Finance and Accounting (required)</li> <li>- Master degree in any finance subject (is an advantage)</li> </ul> | 30         |
| <b>Financial offer</b>  | <b>50</b>  |
| <b>Total maximum score</b>  | <b>100</b> |

After evaluation of offers, Helvetas Kosovo reserves the right to enter into negotiations with all or part of eligible bidders in order to amend and/or complete their original offers.

Contract will be awarded to the economically most advantageous offer. The economically most advantageous offer is established by weighing technical quality against price on a 60/40 basis. Helvetas Kosovo reserves the right to contract only part of required services or cancel this tender procedure should it not be satisfied with the quality of offers.

## 11. Submission of offers

Offers must be submitted in hard copy format only using the double envelope system: the outer parcel or envelope shall be marked as: **Audit Services, Ref: NT 02-2019 EYE** 1 original, clearly marked 'Original', and 3 copies, each marked 'Copy'. Each of these envelopes (1 original and 3 copies) shall contain two separate, sealed envelopes, one bearing the words 'Envelope A' and the other 'Envelope B'.

**Envelope A** shall contain:

- Documentary evidence from the 'eligibility criteria' in the same order as listed in the table

under **article 10.1** and

- Documentary evidence from the 'Criteria for evaluation of the Technical offer' in the same order as listed in the table under **article 10.2**

**Envelope B** shall contain the **financial offer**.

The Financial offer must be presented in Euros. The fees proposed in this offer should be all inclusive; the supplier/contractor will cover all costs to perform their tasks (e.g. office accommodation, transport, internet access and equipment, administrative and secretarial support, interpretation etc.). Helvetas Kosovo is exempt from VAT, thus the fees offered should be without VAT. The contractor is responsible for all other taxes and duties in compliance with the legislation of the Republic of Kosovo.

Offers must be submitted in English language exclusively to the following address:

NT 02-2019 EYE  
HELVETAS Swiss Intercooperation - Kosovo  
Str: Nazim Gafurri 33, P.O. Box 2  
10000, Prishtina.  
Republic of Kosovo

Applications submitted after the deadline will not be considered.

## **12 Alteration or withdrawal of applications**

Candidates may alter or withdraw their offers by written notification prior to the deadline for submission of tenders. No offer may be altered after this deadline.

Helvetas Kosovo retains ownership of all offers, which have not been withdrawn. Consequently, bidders do not have the right to have their offers returned to them.

## **13 Validity of offers**

Bidders are bound by their tenders for 90 days after the deadline for submitting offers. In exceptional cases, before the period of validity expires, the Helvetas Kosovo may ask bidders to extend the period of validity for a specific number of days, which may not exceed 40.

## **14 Signature of the contract(s)**

Within 7 days of receipt of the contract already signed by the Helvetas Kosovo, the selected bidder shall sign and date the contract. Failure of the selected bidder to comply with this requirement may constitute grounds for annulling the decision to award the contract. In this event, the Helvetas Kosovo may award the tender to another bidder or cancel the tender procedure.

## **15 Terms of payments**

Helvetas Kosovo is not a payer of value added tax (VAT). Prices in the application must be submitted, taking into account all expenses.

The payment will be made via bank account transfer to the winner of the tender in EUR within a maximum of 30 working days from the date of acceptance of execution of services. Cases of non-performance of obligation and their legal consequences will be separately indicated in the contract.

## **16 Terms of cooperation**

In the case of a contracting, the parties will have to perform according to the established time and in accordance with Helvetas Kosovo – Supplier purchase order or Helvetas Kosovo – Service provider contract. Helvetas Kosovo has the right to increase or decrease the number of ordered items. Helvetas Kosovo has the right to choose a supplier/ implementer on the given offer according to its own discretion. Helvetas Kosovo has the right to re-formulate the Request for Proposal (RFP) to its own discretion, if any additional items are needed. In case of failure or non-compliance with contractual obligations, Helvetas Kosovo has a unilateral right to terminate the contract without incurring any legal obligation.

The Applicant has to be familiar with all instructions, forms and requirements mentioned in the RFP documents. The responsibility for the submission of the offer in accordance to these requirements lies entirely with the Applicant.

Helvetas Kosovo signs a contract with the winning bidder. The contract will come into force upon signature by both parties.

## **17 Ethics clauses/Corruptive practices**

Bidders making false declarations may be subject to financial penalties representing 10% of the total value of the purchase order/contract being awarded. This rate may be increased to 20% in the event of a repeated offence.

Any attempt by a company/organisation to obtain confidential information, enter into unlawful agreements with competitors or influence the PP or the Helvetas Kosovo during the process of examining, clarifying, evaluating and comparing offers will lead to the rejection of its offer and may result in penalties as described above.

Companies/organisations must not be affected by any conflict of interest with other bidders or parties involved in the project. Helvetas Kosovo reserves the right to suspend or cancel the RFP procedure and/or purchase order/contract if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract.

Companies/organisations will be rejected or purchase order/contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a payee who is not clearly identified or commissions paid to a company/organisation which has every appearance of being a front company/organisation.

Contractors found to have paid unusual commercial expenses related to this project are liable, depending on the seriousness of the facts observed, to have their contracts terminated and/or be penalised.

The Helvetas Kosovo reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to substantial errors, irregularities or fraud. If substantial errors, irregularities or fraud are discovered after the award of the purchase order/ contract, Helvetas Kosovo may refrain from concluding the purchase order/contract and/or terminate the purchase order/ contract.

## **18 Operational language**

All written communications for this tender procedure and purchase order/ contract must be in English.

#### **19 Additional information**

The conclusion of the tender and the award of any purchase order/contract are subject to the availability of funds.

Helvetas Kosovo reserves the right to annul this tender procedure at any time, without any liability on its side.

**PART 1**
**APPLICATION FORM**
**SUBMITTED by (i.e. the identity of the bidder)**

|   |
|---|
| <b>Name of entity making this application</b> |
|   |

**CONTACT PERSON (for this application)**

|                  |  |
|------------------|--|
| <b>Name</b>      |  |
| <b>Address</b>   |  |
| <b>Telephone</b> |  |
| <b>e-mail</b>    |  |

**STATEMENT**

I, the undersigned, the authorised signatory of the above bidder hereby declare that we have examined the tender dossier for the contract referred to above. We hereby accept its provisions in their entirety, without reservation or restriction.

We agree to become one of the parties of the framework contract and to submit an offer whenever requested by the Helvetas Kosovo in accordance with the terms of the tender dossier and the conditions laid down, without reservation or restriction.

We are making this application for this tender in our own right. We confirm that we are not tendering for the same contract in any other form. We understand that our consultants may be excluded if we propose consultants who have been involved in offers of other bidders.

We are fully aware that, for consortiums, the composition of the consortium cannot be changed in the course of the tender procedure, unless Helvetas Kosovo has given its prior approval in writing. We are also aware that the consortium members have joint and several liabilities towards Helvetas Kosovo concerning participation in the above tender procedure and any contract awarded to us as a result of it.

We will inform Helvetas Kosovo immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded and/or managed by Helvetas Kosovo and that penalties may be applied as specified in the tender dossier.

We note that the Helvetas Kosovo is not bound to proceed with this tender and that it reserves the right to award only part of the contract and that it will incur no liability towards us should it do so.

Signed on behalf of the bidder

|                  |  |
|------------------|--|
| <b>Name</b>      |  |
| <b>Signature</b> |  |
| <b>Date</b>      |  |

**TERMS OF REFERENCE**

Enhancing Youth Employment Project – EYE

Financial Audit of funded projects of EYE including Opportunity and Minority Fund

Requested type of services: Audit services for EYE project

Working period: June 2019 – June 2020 with possibilities of extension up to December 2020.

**PROGRAMME DESCRIPTION**

The Enhancing Youth Employment EYE Project phase 2 is a Swiss Cooperation Office Kosovo SCO-K project implemented by Helvetas and MDA. The project supports to increase the employment opportunities of young women and men going out from schools and universities by facilitating their transition from school to work. The project applies the market systems development MDS approach and will be working with public and private sectors in education, media and matching labour supply and demand.

EYE foresees to achieve the overall goal through three outcomes:

1. Young women and men use acquired skills and increase their employability through a more market-oriented training system
2. Young women and men make informed career choices and gain more employment and income opportunities through an improved job mediation system.
3. Businesses and social enterprises in targeted economic sectors increase their revenues, investment and create new jobs.

When entering into partnerships for specific projects, EYE contributes financially up to 50% of the investments. According to the Helvetas new Financial and Administration Manual, all the expenses related to these projects need to be audited.

In addition, the Opportunity Fund (OF) is a separate financial mechanism beside the partnership agreements which awards co-financing of initiatives, projects or activities that have the potential to contribute to significant changes in the labour market system and enhance job opportunities for youth including minorities.

EYE intends to outsource the auditing of the supported co-financing initiatives in order to see if used funds were spent in a proper manner as it was planned with the contract and budget lines. This Terms of Reference describes the requested services.

**Objective**

The objective of this assignment is to carry out the audit for expenses of the projects supported through activity budget with Partnership Contracts/Agreements..

This is not a full audit of the beneficiaries. It is audit of the expenses related to the project funded based on specific budget lines stipulated in the agreement between EYE and beneficiary.

The financial audit of projects (“financial audit”) is to be carried out by an independent auditing firm (“the auditor”), having the required professional competence and experience (e.g. Certification by National Audit Oversight Authority), and in accordance with International Standards on Auditing (ISA).

**Tasks and activities**

The auditor is required to do the financial audit a total sum of projects amounting to approximately



EUR 1 million for 2019-2020 that will be financed through EYE project and beneficiaries/contractors. EYE will implement on average 30 contracts/agreements that needs to be audited.

The audit shall verify financial transactions as described in the contract/agreement between EYE and beneficiaries/contractors based on the budget lines defined. Auditing for each project (contract/agreement) requires at least two on-the spot audits to project partners throughout Kosovo during and after finalization of the implemented projects as needed. During the audit, the auditor it is expected to communicate with beneficiary/contractor directly. The findings and recommendations shall be communicated to EYE Project responsible person.

The audit shall be conducted in line with international auditing standards. These standards shall require compliance with ethical requirements as well as planning and carrying out audits to achieve reasonable assurance that the assessment is free from material misstatements.

EYE Project responsible person initiates the audit process and it is expected to be conducted before the end of each contract/agreement with beneficiaries/contractors, specifically before the last instalment is paid by EYE to beneficiary/contractor. In some specific cases, the audit should be conducted between instalments of a particular contract/agreement.

The time needed to perform the audit will be established in coordination between EYE Project responsible person and auditor. The time always should be concluded per contract/agreement between EYE and beneficiary/contractor.

The financial report of the auditor for each audited projects and all other documents resulting from the financial audit engagement must be in English.

#### Expected results

The following deliverables are expected:

- Verification that all expenses have been occurred in conformity with the agreed budget lines and implementation period as agreed in the contract/agreement.
- Verification that goods purchased with allocated funds are utilized within the defined objectives and are still available in conformity with the procedures defined in the project contract/agreement.
- An audit report for each audited project with final findings and recommendations from verification above.
- Financial reports – Budget / Expenses report with explanations to deviations concerning the contract/agreement. The auditor will come up with the financial report template that should be used for each audited contract/agreement.

#### Monitoring and reporting

The service provider shall communicate and report to the EYE responsible personnel in charge for the agreement between EYE and beneficiary/contractor that needs auditing, and Country Support Team (Finance department) when needed.

The duties and responsibilities described above are defined in generic terms only. This might be extended and adjusted based on the needs and demands deriving from the field.