

# ZAMBEZI WATERCOURSE COMMISSION



## Request for Proposals Consulting Services

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### Procurement of: External Audit for ZAMCOM

**RFP No:** ZAMCOM-AUDIT-02-2025  
**Consulting Services for:** External Audit Consultancy Services  
**Client:** Zambezi Water Course Commission (ZAMCOM)  
**Country:** Republic of Zimbabwe  
**Issued on:** 05 February 2024

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# **ZAMBEZI WATERCOURSE COMMISSION**

## **Request for Proposal**

**Issued on: 05 February 2025**

**for**

**Selection of Consulting Firm for External Auditor  
to audit the Financial Statements of the Zambezi  
Watercourse Commission (ZAMCOM)**

**Reference No: ZAMCOM-AUDIT-02-2025**

## Section 1. Letter of Invitation

**05 February 2025**

Dear Sir/Madam

1. The Zambezi Watercourse Commission (ZAMCOM) has allocated funds for use towards eligible payments under the contract for which this Request for Proposals is issued
2. ZAMCOM now invites proposals to provide the following consulting services (hereinafter called “Services”) for: **External Audit** with more details provided in the Terms of Reference (Section 5).
3. A firm will be selected under Least Cost Selection (LCS) procedures described in this RFP, in accordance with the Procurement and Assets Disposal Guidelines of ZAMCOM.
4. The RFP includes the following documents:
  - Section 1 - Letter of Invitation
  - Section 2 - Instructions to Consultants (including Data Sheet)
  - Section 3 - Simplified Technical Proposal - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 - Terms of Reference
  - Section 6 - Standard Form of Contract
5. Details on the proposal’s submission date, time and address are provided in ITC 4.4.

Yours sincerely,



**Felix Ngamlagosi**  
**Executive Secretary**

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## Instructions to Consultants

### Definitions

- (a) “Client” means the Zambezi Watercourse Commission (“ZAMCOM”) with which the selected Consultant signs the Contract for the Services.
- (b) “Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “**Data Sheet**” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- (e) “Day” means calendar day.
- (f) “Government” means the government of the Republic of Zimbabwe.
- (g) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (h) “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the Consultants.
- (i) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Republic of Zimbabwe; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile in the Republic of Zimbabwe
- (j) “Proposal” means the Technical Proposal and the Financial Proposal.
- (k) “RFP” means the Request For Proposal to be prepared by the Client for the selection of Consultants.
- (l) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (m) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services.

- (n) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

## 1. Introduction

- 1.1 The Client named in the **Data Sheet** will select a consulting firm/organization (the Consultant), in accordance with the method of selection specified in the **Data Sheet**.
- 1.2 The 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 contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the **Data Sheet**. Attending the pre-proposal conference is optional. Consultants should contact the Client’s representative named in the **Data Sheet** to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the **Data Sheet**, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. 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 Consultants.

## Conflict of Interest

- 1.6 The Client requires that Consultants provide professional, objective, and impartial advice and at all times hold the client’s interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

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

**Conflicting activities**

(i) A firm that has been engaged by the client to provide goods, works or services and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.

**Conflicting assignments**

(ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment shall not be hired for the assignment in question.

**Conflicting relationships**

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



1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

**Unfair  
Advantage**

1.6.4 If a shortlisted Consultant could derive a competitive advantage for having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

**Fraud and  
Corruption**

1.7 It is the policy of the Client to require consultants and their agents (whether declared or not), personnel, sub-contractors, sub-consultants, service providers and suppliers observe the highest standard of ethics during the selection and execution of contracts.<sup>1</sup> In pursuance of this policy, the Client:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>2</sup>;
  - (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation<sup>3</sup>;
  - (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper

<sup>1</sup> In this context, any action taken by a consultant or a sub-consultant to influence the selection process or contract execution for undue advantage is improper.

<sup>2</sup> “Another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes ZAMCOM staff and employees of other organizations taking or reviewing selection decisions.

<sup>3</sup> A “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

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purpose, including to influence improperly the actions of another party<sup>4</sup>;

- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party<sup>5</sup>;
- (v) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Client investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (bb) acts intended to materially impede the exercise of the Client’s inspection and audit rights provided for under paragraph 1.7.1 below.
- (b) will reject a proposal for award if it determines that the consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will sanction a firm or an individual at any time, in accordance with prevailing procedures, including by publicly declaring such firm or individual ineligible for a stated period of time: (i) to be awarded a public contract, and (ii) to be a nominated sub-consultant, sub-contractor, supplier, or service provider of an otherwise eligible firm being awarded a contract.

1.7.1. In further pursuance of this policy, Consultants shall permit the Client to inspect their accounts and records and other documents relating to the submission of proposals and

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<sup>4</sup> “Parties” refers to participants in the procurement or selection process (including public officials) attempting to establish contract prices at artificial, non-competitive levels.

<sup>5</sup> “Party” refers to a participant in the selection process or contract execution.

contract performance, and to have them audited by auditors appointed by the Client.

1.7.3 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).

1.7.4 The Client commits itself to take all measures necessary to prevent fraud and corruption and ensures that none of its staff, personally or through his/her close relatives or through a third party, will in connection with the proposal for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to. If the Client obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of Zimbabwe or if there be a substantive suspicion in this regard, he will inform the relevant authority (ies) and in addition can initiate disciplinary actions. Furthermore, such proposal shall be rejected.

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| <b>Eligibility</b>                             | 1.8  | <p>(a) A firm or individual that has been sanctioned by the Client in accordance with the above clause 1.7 shall be ineligible to be awarded a contract, or benefit from a contract during such period as determined by the Client.</p> <p>(b) A consultant that is under a declaration of ineligibility by the Client in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified.</p> <p>(d) Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.</p> |
| <b>Eligibility of Sub-Consultants</b>          | 1.9  | In case a shortlisted Consultant intends to associate with Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility policy of the Client.  |
| <b>Origin of Goods and Consulting Services</b> | 1.10 | Goods supplied and Consulting Services provided under the Contract may originate from any country except if:  |

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- (i) as a matter of law or official regulation, the Republic of Zimbabwe prohibits commercial relations with that country.
- Only one Proposal** 1.11 Shortlisted Consultants shall submit only one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to only one proposal.
- Proposal Validity** 1.12 The **Data Sheet** indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. However, should the need arise, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or, in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
- 2. Clarification and Amendment of RFP Documents** 2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the **Data Sheet** before the proposal submission date. 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 the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.
- 2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

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- 3. Preparation of Proposals**
- 3.1 (a) The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in English.
- 3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:
- (a) If a Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if so indicated in the **Data Sheet**. A shortlisted Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.
- (b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the **Data Sheet**, but not both. However, the Proposal shall be based on the number of Professional staff months or budget estimated by the Consultants.
- For fixed-budget-based assignments, the available budget is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff months shall not be disclosed.
- (c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- (d) Documents to be issued by the Consultants as part of this assignment must be in English. It is desirable that the firm's Personnel have a working knowledge of English.
- Technical Proposal**
- 3.4 Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), or a

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**Format and  
Content**

Simplified Technical Proposal (STP). The **Data Sheet** indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter size paper.

- (a) (i) For the FTP only: a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.
- (ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.
- (b) (i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).
- (ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the

approach and methodology (refer to following sub-para. 3.4 (c) (ii)).

- (c) (i) For the FTP, and ST P: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
  - (ii) For the STP only: the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.
  - (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).
  - (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-6 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
  - (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
  - (g) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the **Data Sheet** specifies training as a specific component of the assignment.
- 3.5 The Technical Proposal shall **not** include any financial information. A Technical Proposal containing financial information shall be declared non-responsive.
- Financial Proposals**
- 3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and

local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the **Data Sheet**. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

#### **Taxes**

- 3.7 The Consultant, will be subject to local taxes (such as: value added tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The Client will state in the **Data Sheet** if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.
- 3.8 Consultants, may express the price of their services in a maximum of three freely convertible currencies, singly or in combination. The Client may require Consultants to state the portion of their price representing local cost in Kwacha if so, indicated in the **Data Sheet**.
- 3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.

#### **4. Submission, Receipt, and Opening of Proposals**

- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 4.2 An authorized representative of the Consultants, **as specified in the Data Sheet**, shall initial all pages of the original Technical and Financial Proposals. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the **Data Sheet**. All required copies of the Technical Proposal are to be made from the original. If there is any



discrepancy between the original and the copies of the Technical Proposal, the original governs.

4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” Similarly, the original Financial Proposal (if required under the selection method indicated in the **Data Sheet**) shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the Procurement reference number and the name of the assignment, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**” The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and reference number, and be clearly marked “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE INDICATED CLOSING DATE AND TIME**” The Client shall not be responsible for misplacement, loss, or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be the case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

4.5 The Proposals must be sent to the address/addresses indicated in the **Data Sheet** and received by the Client no later than the time and the date indicated in the **Data Sheet**, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.

4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

## 5. Proposal Evaluation

5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants’ Proposal.

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

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| <b>Evaluation of Technical Proposals</b>  | 5.2 | The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the <b>Data Sheet</b> . Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the <b>Data Sheet</b> .  |
| <b>Financial Proposals for QBS</b>  | 5.3 | Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under para. 6 of these Instructions.   |
| <b>Public Opening and Evaluation of Financial Proposals (only for QCBS, FBS, and LCS)</b> | 5.4 | After the technical evaluation is completed the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered nonresponsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional. |
|   | 5.5 | Financial Proposals shall be opened in the presence of the Consultants' representatives who choose to attend. The name of the consultants and the technical scores of the consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants, upon request.  |
|   | 5.6 | The Client will correct any computational error. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, no corrections are applied to the Financial Proposal in this respect. Prices shall be                                     |

converted to the United States Dollar rates, prevailing on the deadline for submission of proposals.

- 5.7 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the **Data Sheet**. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the **Data Sheet**:  $S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 5.8 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations.

## 6. Negotiations

- 6.1 Negotiations will be held on the date and at the address indicated in the **Data Sheet**. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

### Technical negotiations

- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations, which will be signed by the Client and the Consultant.

- 
- Financial negotiations** 6.3 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability, and the way it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. In the case of Quality and Cost Based Selection, Fixed-Budget Selection, or the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.
- Availability of Professional staff/experts** 6.4 Having selected the Consultant based on, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract based on the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and shall be submitted by the Consultant within the period specified in the letter of invitation to negotiate.
- Conclusion of the negotiations** 6.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.
- 7. Award of Contract** 7.1 The Consultant whose bid attains the highest score, in accordance with the criteria and selection method set forth in the request for proposals, or the one with the least cost in the case of the Least Cost method of selection, shall be selected for award, subject to satisfactory conclusion of negotiation.
- 7.2 For contract above the prescribed threshold, the Client shall notify the selected Consultant of its intention to award the

contract and shall simultaneously notify all other short-listed consultants of its decision.

7.3 For contracts not exceeding the prescribed threshold, the client shall issue the Letter of Award.

7.5 After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.

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

## **8. Confidentiality**

8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process until the publication of award.

## Instructions to Consultants – Data Sheet

Paragraph Reference	Description
1.1	Name of the Client: <b>Zambezi Watercourse Commission.</b> Method of selection: <b>Least Cost Selection (LCS).</b>
1.2	Financial Proposal to be submitted in a <b>separate envelope</b> with the Technical Proposal: Name of the assignment is: <b>External Financial Audit</b>
1.3	A pre-proposal conference will be held: <b>Yes</b> <b>Date : 10 February 2025</b> <b>Time : 1000 hours</b> <b>Place : Online Via ZOOM</b>  For the online meeting link, kindly send e-mail request to: <a href="mailto:procurement@pidacc.zambezicommission.org">procurement@pidacc.zambezicommission.org</a>
1.4	The Client will provide the following inputs and facilities: <b>Refer to ToRs.</b>
1.12	Proposals must remain valid for <b>ninety (90) days</b> after the submission date.
2.1	Clarifications may be requested not later than <b>seven (7) days</b> before the submission date.  The address for requesting clarifications is: E-mail: <a href="mailto:Langton@pidacc.zambezicommission.org">Langton@pidacc.zambezicommission.org</a>  <b>Cc: <a href="mailto:procurement@pidacc.zambezicommission.org">procurement@pidacc.zambezicommission.org</a></b>
3.3 (a)	Shortlisted Consultants may associate with other Consultants: <b>N/A</b>
3.3 (b)	approximately twenty-six (26) (one person) days or a total of 1.18-man months for the three (3) Experts for each audit. However, Auditors must make their own assessment as to the exact time frame for completing the assignment
3.4	The format of the Technical Proposal to be submitted is: <b>Simplified Technical Proposal.</b>
3.4 (g)	Training is a specific component of this assignment: <b>No</b>

Paragraph Reference	Description
3.6	<p>(1) a per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and as applicable, outside the Client's country for purposes of the Services;</p> <p>(2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route;</p> <p>(3) cost of office accommodation, investigations and surveys;</p> <p>(4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services;</p> <p>(5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services;</p> <p>(6) cost of printing and dispatching of the reports to be produced for the Services;</p> <p>(7) other allowances where applicable and provisional or fixed sums (if any); and</p> <p>(8) cost of such further items required for purposes of the Services not covered in the foregoing.</p>
3.7	<p>The contract will be subject to payment of Withholding Tax @ 30% in Zimbabwe.</p> <p>The consultant will be expected to pay VAT on all reimbursable costs of the contract as the VAT is paid at source when acquiring goods and services by the various suppliers in Zimbabwe. The Consultant's contract sum will include all such VAT these will be paid directly by the consultants to the providers of various goods and services.</p>
3.8	Consultant to state all costs in <b>United States Dollars</b> .
4.2	Power of Attorney: <b>Yes</b> .
4.3	<p><b>The Consultant must submit:</b></p> <p><b>Technical Proposal:</b> One (1) original and 2 copies.</p> <p>(b) <b>Financial Proposal:</b> One (1) original</p>

Paragraph Reference	Description																
	The Financial Submission Form must include the total Bid Sum for the three (3) year audit																
4.4	<p><b>The Consultants shall not have the option of submitting their Proposals electronically. The Proposals must be submitted and deposited in the <u>TENDER BOX</u> no later than:</b></p> <p><b>Date: 20 February 2025</b></p> <p><b>Time: 1600 hours CAT</b></p> <p><b>Deposit Proposals in the <u>TENDER BOX</u> accessible at the Reception Area, ZAMCOM, 128 Samora Machel Ave, Harare, Zimbabwe</b>  <b>Harare, Zimbabwe. Attention : Procurement Specialist</b></p> <p><b>Address Proposal to: The Executive Secretary: Mr. Felix Ngamlagosi</b></p>																
4.6	<p><b>The physical opening of the Technical Proposal only shall take place at:</b></p> <p>Street Address: <b>128 Samora Machel Ave,</b>  Floor/ Room number <b>Reception Area</b>  City: <b>Harare</b>  Country: <b>Zimbabwe</b></p> <p><b>Date: 20 February 2025</b></p> <p><b>Time: 1600 hours CAT</b></p>																
5.2	<p>Criteria, sub-criteria, and point system for the evaluation of <b>Simplified Technical Proposals</b> are {Ref: Technical Forms}:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; width: 20%;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Firm relevant to the assignment:</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference <b>covering the three (3) components:</b></td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a) Technical approach and methodology</td> <td style="text-align: right;">[20]</td> </tr> <tr> <td style="padding-left: 20px;">b) Work plan</td> <td style="text-align: right;">[5]</td> </tr> <tr> <td style="padding-left: 40px;">Total points for criterion (i and ii):</td> <td style="text-align: right;">[35]</td> </tr> <tr> <td>(iii) Key professional staff qualifications and competence for the Financial Audit assignment:</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a) Audit Manager</td> <td style="text-align: right;">[25]</td> </tr> </tbody> </table>		<u>Points</u>	(i) Specific experience of the Firm relevant to the assignment:	[10]	(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference <b>covering the three (3) components:</b>		a) Technical approach and methodology	[20]	b) Work plan	[5]	Total points for criterion (i and ii):	[35]	(iii) Key professional staff qualifications and competence for the Financial Audit assignment:		a) Audit Manager	[25]
	<u>Points</u>																
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(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference <b>covering the three (3) components:</b>																	
a) Technical approach and methodology	[20]																
b) Work plan	[5]																
Total points for criterion (i and ii):	[35]																
(iii) Key professional staff qualifications and competence for the Financial Audit assignment:																	
a) Audit Manager	[25]																



Paragraph Reference	Description
	<p>b) Audit Supervisor [20]  b) Auditor Senior [20]</p> <p style="text-align: right;">Total points for criterion (iii)[65]</p> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following two sub-criteria and relevant percentage weights:</p> <p>1) Qualifications [40%]  2) Adequacy for the assignment [60%]</p> <p style="text-align: right;">Total weight: [100%]</p> <p style="text-align: right;"><b>Total points for the THREE criteria: [100]</b></p> <p>The minimum technical score St required to pass is <b>80 Percent.</b></p>
5.8	<p><b>Evaluation of Financial Proposal</b></p> <p>In accordance with the Least Cost Selection procedure, the proposal with the lowest evaluated total price among those proposals that achieved the minimum qualifying technical score of 80% will be invited for contract negotiations.</p>
6.1	Expected date and address for contract negotiations: <b>tbc.</b>
7.7	Expected date for commencement of consulting services: <b>July 2025.</b>

### **Section 3. Technical Proposal - Standard Forms**

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

Form TECH-1: Technical Proposal Submission Form.....	24
Form TECH-2: Consultant’s Organization and Experience .....	26
A - Consultant’s Organization .....	26
B - Consultant’s Experience (Required) .....	27
Form TECH-3: Not Required .....	28
B - On Counterpart Staff and Facilities .....	29
Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment .....	30
Form TECH-5: Team Composition and Task Assignments .....	31
Form TECH-6: Continued .....	33
Curriculum Vitae (CV) for Proposed KEY Staff.....	33
Form TECH-7: Staffing Schedule – Not Required .....	35

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## Form TECH-1: Technical Proposal Submission Form

---

[Location, Date]

To: [Name and address of Client]

Dear Sir/Madam:

- (a) We, the undersigned, offer to provide the consulting services namely the **External Financial Audit** in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope<sup>1</sup>.
- (b) We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
- (c) If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.14 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.
- (d) We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.5 of the Data Sheet.
- (e) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution:
- i. We shall not, directly or through any other person or firm, offer, promise or give to any of the Client's employees involved in the bidding process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - ii. We shall not enter with other Consultants into any undisclosed agreement or understanding, whether formal or informal. This applies to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - iii. We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding.

We understand that transgression of the above is a serious offence and appropriate actions will be taken against such consultant.

(g) 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: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

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**Form TECH-2: Consultant's Organization and Experience**

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**A - Consultant's Organization**

**Not Required**

## B - Consultant's Experience (Required)

*[Using the format below, provide information on each assignment for which your firm, was legally contracted for carrying out consulting services similar to the ones requested under this assignment.]*

Assignment name:	Approx. value of the contract (in current US\$ equivalent):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N <sup>o</sup> of staff-months of the assignment:
Address and Phone & Cell Numbers:	Approx. value of the services provided by your firm under the contract (in current US\$ or equivalent):
Start date (month/year): Completion date (month/year):	N <sup>o</sup> of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: \_\_\_\_\_

---

**Form TECH-3: Not Required**

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**B - On Counterpart Staff and Facilities**

**Not Required**



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

---

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology for the assignment.

Suggested structure of your Technical Proposal.

- a) Technical Approach and Methodology.
  - b) Work Plan.
  - c) Organization and Staffing.
- 
- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.
  
  - b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones.
  
  - c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, and relevant technical and administrative support staff. }



**Form TECH-5: Team Composition and Task Assignments**

<b>Professional Staff</b>				
Name of Staff		Area of Expertise	Position Assigned	Task Assigned
			Audit Manager	
			Audit Supervisor	
			Audit Senior	

**Form TECH-6 (STP)**  
**TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS**

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)		
		Position		D-1	D-2	D-3	.....	D-...				Home	Field	Total
<b>KEY EXPERTS</b>														
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]	[1.0]	[1.0]								
			[Field]	[0.5 m]	[2.5]	[0]								
K-2														
K-3														
n														
											<b>Subtotal</b>			
<b>NON-KEY EXPERTS</b>														
N-1			[Home]											
			[Field]											
N-2														
n														
											<b>Subtotal</b>			
											<b>Total</b>			

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence.

 Full time input  
 Part time input

---

**Form TECH-6: Continued**

**Curriculum Vitae (CV) for Proposed KEY Staff**

---

1. **Proposed Position** *[only one candidate shall be nominated for each position]:* \_\_\_\_\_
2. **Name of Firm** *[Insert name of firm proposing the staff]:* \_\_\_\_\_  
\_\_\_\_\_
3. **Name of Staff** *[Insert full name]:* \_\_\_\_\_
4. **Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_
5. **Education** *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:* \_\_\_\_\_  
\_\_\_\_\_
6. **Membership of Professional Associations:** \_\_\_\_\_  
\_\_\_\_\_
7. **Other Training** *[Indicate significant training since degrees under 5 - Education were obtained]:* \_\_\_\_\_  
\_\_\_\_\_
8. **Countries of Work Experience:** *[List countries where staff has worked in the last ten years]:* \_\_\_\_\_  
\_\_\_\_\_
9. **Languages** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:*  
\_\_\_\_\_  
\_\_\_\_\_
10. **Employment Record** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*  
  
From [Year]: \_\_\_\_ To [Year]: \_\_\_\_\_  
Employer: \_\_\_\_\_  
Positions held: \_\_\_\_\_

<p><b>11. Detailed Tasks Assigned</b></p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p><b>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b></p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
--	--

**13. Certification:**

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

\_\_\_\_\_  
*[Signature of staff member or authorized representative of the staff]* Date: \_\_\_\_\_  
*Day/Month/Year*

Full name of authorized representative: \_\_\_\_\_

**Form TECH-7: Staffing Schedule – Not Required**

N°	Activity <sup>1</sup>	Weeks <sup>2</sup>												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

---

## Section 4. Financial Proposal - Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

Form FIN-1: Financial Proposal Submission Form .....	37
Form FIN-2: Summary of Costs .....	39
Form FIN-3: Breakdown of Renumeration .....	40
Form FIN-4: Breakdown of Reimbursable Expenses (Lump-Sum) .....	41

## Form FIN-1: Financial Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sir/Madam:

- (a) We, the undersigned, offer to provide the consulting services for the **External Financial Audit** in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the lump sum of [Insert amount(s) in words and figures<sup>1</sup>] excluding Withholding Taxes for the three (3) years. This amount is exclusive of the Withholding Tax and include VAT on reimbursables.

The Withholding Taxes amount is \_\_\_\_\_

- (b) 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 Paragraph Reference 1.14 of the Data Sheet.
- (c) Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below<sup>2</sup>:

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

- (d) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution:
- i. We shall not, directly or through any other person or firm, offer, promise or give to any of the Client's employees involved in the bidding process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - ii. We shall not enter with other Consultants into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of proposals or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.



---

iii We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding.

We understand that transgression of the above is a serious offence and appropriate actions will be taken against such consultant.

(e) 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: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

- 
- 1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.
  - 2 If applicable, replace this paragraph with: "No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution."

## Form FIN-2: Summary of Costs

Item	Cost (US\$)			
	Year 1	Year 2	Year 2	TOTAL
<b>Cost of the Financial Proposal</b>				
Including:				
(1) Remuneration				
(2) Reimbursables				
<b><u>Total Cost of the Financial Proposal:</u></b> {Should match the amount in Form FIN-1}				
<b>Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded</b>				
(i) {insert type of tax: e.g., VAT or sales tax}				
(ii) {e.g., income tax on non-resident experts}				
(iii) {insert type of tax}				
<b><u>Total Estimate for Indirect Local Tax:</u></b>				

### Form FIN-3: Breakdown of Remuneration<sup>1</sup> (Lump-Sum)

A. Remuneration _____								
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
<b>Key Experts</b>								
K-1			[Home]					
			[Field]					
K-2								
<b>Non-Key Experts</b>								
N-1			[Home]					
N-2			[Field]					
<b>Total Costs</b>								

- 1 Form FIN-3 shall be filled in for the same Professional and Support Staff listed in Form TECH-6.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work..

## Form FIN-4: Breakdown of Reimbursable Expenses (Lump-Sum)

N°	Description <sup>1</sup>	Unit	Unit Cost <sup>2</sup>
	Per diem allowances	Day	
	International flights <sup>3</sup>	Trip	n/a
	Miscellaneous travel expenses	Trip	
	Communication costs between [ <i>Insert place</i> ] and [ <i>Insert place</i> ]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of personal effects	Trip	n/a
	Use of computers, software		
	tests.		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the Client's personnel <sup>4</sup>		

- 1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
- 2 Indicate unit cost and currency.
- 3 Indicate route of each flight, and if the trip is one- or two-ways.
- 4 Only if the training is a major component of the assignment, defined as such in the TOR.



## **Section 5. Terms of Reference**

### **External Audit for ZAMCOM**

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## 1.0 Introduction

The Zambezi Watercourse Commission (ZAMCOM) is a river basin organization set up through the ZAMCOM Agreement by the eight Riparian States (Angola, Botswana, Malawi, Mozambique, Namibia, Tanzania, Zambia; and Zimbabwe) that share the Zambezi Watercourse. ZAMCOM promotes and coordinates the cooperative management and development of the Zambezi Watercourse in a sustainable and climate resilient manner. The objective of ZAMCOM is “to promote the equitable and reasonable utilization of the water resources of the Zambezi Watercourse as well as the efficient management and sustainable development thereof”.

The ZAMCOM Agreement was signed on July 13, 2004, at Kasane in Botswana and came into force in June 2011 after the required number of Riparian States had ratified the Agreement and deposited the instruments of ratification with the Southern Africa Development Community (SADC) Secretariat.

The purpose of the ZAMCOM is summarised in the following statements extracted from the Preamble to the 2004 ZAMCOM Agreement:

- (a) *To enable the advantages [and benefits] of regional cooperation on the utilisation and development of common water resources and the significant contribution which such cooperation could make towards the peace and prosperity of the Southern African Region.*
- (b) *To provide the people of the region with access to sufficient and safe water supplies.*
- (c) *To conserve, protect and sustainably utilise the resources of the Zambezi watercourse.*
- (d) *To realise the principles of equitable and reasonable utilisation as well as the efficient management and sustainable development of the Zambezi watercourse.*
- (e) *To extend and consolidate the existing relations of good neighbourliness and cooperation with regard to the management and development of the water resources of the Zambezi Watercourse on the basis of the Convention on the Law of the Non-navigational Uses of International Watercourse, adopted by the General Assembly of the United Nations in 1997, as well as the SADC Revised Protocol on Shared Watercourses adopted in August 2000.*

Following the coming into force of the Agreement, the permanent Zambezi Watercourse Commission Secretariat (ZAMSEC) was established in Harare, Zimbabwe in July 2014. Operations of the ZAMSEC are funded by Riparian States and International Cooperating Partners (ICPs).

The ZAMCOM books of accounts are audited annually by competent international auditing firms approved by Council of Ministers. In this regard, ZAMCOM now wishes to engage external auditors for its accounts starting with April 2024 to March 2025 annual financial year. The audit shall be carried out in accordance with international standards.



## 2.0 Objectives of the Audit

The overall objective of the audit is to enable the Auditors to express an audit opinion on whether the ZAMCOM financial statements give a true and fair view in accordance with generally accepted accounting principles.

The specific objectives are to determine whether:

- (a) the financial statements prepared by ZAMCOM present fairly, in all material respects, the financial position of ZAMCOM.
- (b) the funds provided have been used only for the intended purposes with due regard for economy and efficiency; and
- (c) an appropriate internal control structure is in place and internal controls are operational

## 3.0 Responsibility for Preparation of Financial Statements

3.1 The responsibility for the preparation of Financial Statements (FSs) lies with the ZAMCOM Secretariat. The ZAMCOM Secretariat is also responsible for:

- (a) The selection and application of accounting policies. ZAMCOM Secretariat will prepare the FSs in accordance with generally accepted accounting principles (GAAP) and the financial reporting shall be compliant with the International Public Sector Accounting Standards (IPSASs) or International Financial Reporting Standards (IFRSs); and the respective financial partner's guidelines
- (b) Implementing accounting, administrative and financial procedures documented in manuals.

3.2 The auditors shall be responsible for the formulation of an opinion on the FSs based on their audit conducted in accordance with ISAs (International Standards on Auditing) issued by the IFAC (International Federation of Accountants) or ISSAIs (International Standards of Supreme Audit Institutions) issued by the INTOSAI.

## 4.0 Engagement Terms and Letter

4.1 The Auditor will be mandated to audit ZAMCOM and International Cooperating Partner funded projects. The Audit Report and Management Letter will be produced separately in line with the engagement terms.

4.2 The Auditor shall audit ZAMCOM on a **three (3) year** appointment. The first audit will be for the year **1<sup>st</sup> April 2024 to 31<sup>st</sup> March 2025**. The last audit will be for the year ending **31<sup>st</sup> March 2027**. For each year, the final Audit Report and the Management Letter must be submitted to ZAMCOM by 31 August each audit period.

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## 5.0 Scope of the Audit and Audit Report

5.1 The audit shall be carried out in accordance with the Standards specified in 3.2 above and shall include such tests and verification procedures as the auditors consider necessary under the circumstances. In conducting the audit, special attention shall be paid to the following:

- (a) All funds have been used in accordance with due attention to economy and efficiency and only for the purposes for which the funds were provided.
- (b) Goods, works and services have been properly procured in accordance with the rules and procedures and have been properly accounted for.
- (c) Appropriate supporting documents, records and books of accounts relating to all activities have been kept. Clear linkages should exist between the books of accounts and the financial statements presented.
- (d) The financial statements have been prepared by management in accordance with applicable accounting standards mentioned and give a true and fair view of the financial position of ZAMSEC as at the year end and of its receipts and expenditures and cashflows for the period ended on that date.
- (e) Comprehensive assessment of the adequacy and effectiveness of the accounting and overall internal control system to monitor expenditures and other financial transactions and ensure safe custody of assets and that they are being used for the intended purposes.
- (f) Ineligible expenditures identified during the audit will be reflected in a separate paragraph of the audit report and if material, the point should be reflected in the auditors' opinion.
- (g) In accordance with International Standards on Auditing, the auditors shall pay attention to risks, governance and laws and regulations.

## 6.0 Management Letter

6.1 In addition to the audit report, the auditors will prepare a "Management Letter" in which they will:

- (a) Give comments and observations on the accounting records, procedures, systems and controls that were examined during the audit.
- (b) Identify specific deficiencies and areas of weakness in systems and controls and make recommendations for improvements.
- (c) Report on the degree of compliance with any financial covenants on the Loan/Grant agreement of doner funded operations and give comments, if any, on internal and external matters affecting such compliance.
- (d) Report on the implementation status of recommendations pertaining to previous period audit reports.
- (e) Communicate matters that have come to their attention during the audit which might have a significant impact on the implementation and sustainability of ZAMCOM.
- (f) Bring to ZAMTEC any other matters that the auditors consider pertinent.

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**6.2** Ideally, the management letter will include reactions/comments from ZAMCOM Secretariat on the weaknesses noted by the auditors.

## **7.0 General Information**

The auditors will be given access to all legal documents, correspondence and any other information associated with ZAMCOM and deemed necessary by them for the work at hand. Confirmation of amounts disbursed and outstanding at the Bank should also be obtained.

## **8.0 The Auditors Impartiality and Independence**

The auditor must be completely impartial and independent from all aspects of management or financial interests in the entity being audited. The auditor should not, during the period covered by the audit nor during the undertaking of the audit, be employed by, serve as director for, or have any financial or close business relationships with any senior participant in the management of ZAMSEC. The auditor should disclose any relationship that might possibly compromise his/her independence.

## **9.0 Duration of the Assignment and Estimated Time Inputs (Consultancy Fee)**

The aggregate level of effort/time inputs required for each annual audit assignment is approximately twenty-five (26) (one person) days or 1.18-man months for the three (3) Experts. However, Auditors must make their own assessment as to the exact time frame for completing the assignment. The audit shall be carried out at the ZAMCOM offices in Harare, Zimbabwe. The key deadline is that the Final Audit Report must be submitted no later than **31 August** for each audit period.

## **10.0 Firms Experience and Qualifications of Audit Experts**

**10.1** The Firm must be registered and have a license from the regulatory body. Must have relevant experience of ten (10) years in external auditing of State-Owned Enterprises (SOEs) and or auditing of International Cooperating Partner funded projects.

### **10.2 Qualification and Experience of Experts**

The Firm must mobilize a coherent, dynamic and organized professional team of experts with experience in similar assignments to undertake the audit. The firm shall provide experts with suitable qualifications and experience with IFAC standards, in particular International Standards on Auditing and with experience in auditing the accounts of entities comparable in size and complexity to ZAMCOM.

The qualification and experience of the key audit team is as follows.

#### **(a) Audit Manager**

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He/she must be a Professional Accountant (CA, ACCA, CPA) with a minimum of ten (10) years post qualification experience of which 5 years must have been in the audit of SOEs and or International Cooperating Partner funded projects. He/she must have two (2) audit assignments of SOEs conducted during the past 5 years.

**(b) Audit Supervisor**

He/she must be a Professional Accountant (CA, ACCA, CPA) with a minimum of five (5) years) post qualification experience of which 3 years must have been in the audit of SOEs. He/she must have two (2) audit assignment involving SOEs conducted during the past three (3) years.

**(c) Audit Senior**

He/She must have a degree in accounting or a professional qualification such as CA, ACCA, CIMA or CPA with a minimum of five (5) years working as an auditor. Experience in the audit of at least two (2) SOEs in the past three (3) years is required.

**11.0 Proposed Payment Terms**

The Consultant will be paid full fees at the end of each audit period.

**12.0 Location of the Audit Services**

The location of the audit services ZAMCOM, 128 Samora Machel Avenue Harare, Zimbabwe.

**13.0 Services and Facilities**

**a) Documentation**

The ZAMCOM shall provide the appointed Auditors with relevant documents, where available, that may be required for the performance of the services.

**b) Equipment and Tools**

All equipment and tools needed to undertake the assignment shall be provided by the Auditors.

**c) Office space and facilities**

The Auditors shall provide own office facilities, for the execution of the services. However, office space shall be provided for verification of documents at ZAMCOM.

## **Section 6. Sample Contract for Consulting Services - Lump sum**

### **CONTRACT FOR CONSULTING SERVICES LUMP-SUM PAYMENTS**

**CONTRACT No. *[insert]***

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of assignment]*, by and between *[insert Client’s name]* (“the Client”) having its principal place of business at *[insert*

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*Client's address*], and [*insert Consultant's name*] (“the Consultant”) having its principal office located at [*insert Consultant's address*<sup>1</sup>].

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
- (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
  - (ii) The Consultant shall provide the personnel listed in Annex B, “Consultant’s Personnel,” to perform the Services.
  - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, “Consultant’s Reporting Obligations.”

**2. Term** The Consultant shall perform the Services during the period commencing [*insert starting date*] and continuing through [*insert completion date*], or any other period as may be subsequently agreed by the parties in writing.

**3. Payment**

A. Ceiling

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

B. Schedule of Payments

The schedule of payments is specified below;

**To be presented at negotiation stage**

C. Payment Conditions

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<sup>1</sup> Avoid use of “P.O. Box” address

Payment shall be made in [US\$], 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 *[insert banking details]*.

**4. Project Administration**

A. Coordinator.

The Client designates Mr./Ms. [TBA] as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports.

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

**5. Performance Standards**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

**6. Inspections and Auditing**

The Consultant shall permit, and shall cause its Sub-Consultants to permit, the Client and/or persons or auditors appointed by the Client 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 Client (including without limitation s determination of ineligibility) in accordance with prevailing sanctions procedures.

**7. 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.

**8. 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 software<sup>2</sup>.

- 9. 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
- 10. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 11. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 12. Law Governing Contract and Language** The Contract shall be governed by the laws of Zimbabwe, and the language of the Contract shall be *English*.
- 13. Dispute Resolution<sup>3</sup>** 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 Zimbabwe.
- 14. 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, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for or in performing the Contract.

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

<sup>3</sup> 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."



(d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

**15. Integrity Clause** The Consultant shall take steps to ensure that no person acting for it or on its behalf will engage in any type of fraud and corruption during the contract execution.

Transgression of the above is a serious offence and appropriate actions will be taken against such Consultant.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## LIST OF ANNEXES

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant's Personnel and corresponding unit rates

Annex C: Consultant's Reporting Obligations