

12 August 2024

**Invitation to Tender – Challenge Fund for Youth Employment. End of Project Audits on Implementing Partners – Program Wide Requirement.**

<b>Project:</b>	<b>Challenge Fund for Youth Employment</b>
<b>Tender for:</b>	End of Project Audits on Implementing Partners – Program Wide Requirement
<b>Activity Number</b>	N/A
<b>The Company:</b>	Palladium Europe BV

**Closing Date and Time:**

ITT made available	12-08-2024
Confirmation of intent to bid	31-08-2024
Deadline for clarifications	31-08-2024
Deadline for publishing responses to clarifications	07-09-2024
Deadline for tenders	15-09-2024
Round one of evaluation of tenders	17-09-2024
Notification to shortlisted tenders and invite for interview	18-09-2024
Interviews of shortlisted tenders	25-09-2024
Round two of evaluation of tenders	26-09-2024
Notification of award	30-09-2024

<b>Contact Person:</b>	Jade Blake
<b>Number of Hard Copies of Tender:</b>	N/A
<b>Jurisdiction</b>	Netherlands

Thank you for your interest in the above procurement. As the managing contractor for the Project, the Company invites you to tender for this activity. This pack includes:

- Part 1: Terms of Reference (TOR)
- Part 2: Conditions of tender
- Part 3 and 4: Technical and financial selection criteria
- Part 5: Client Terms and Conditions
- Part 6: Standard contract template which the successful tenderer is required to sign once the agreed commercial terms have been included.
- Part 7: Declaration by Tenderers

Please forward your Tender in accordance with the Details for Submission above by the Sunday 15 September 2024 at 5 pm GMT.

I look forward to your response. If you have any queries, please do not hesitate to contact me via e-mail [jade.blake@thepalladiumgroup.com](mailto:jade.blake@thepalladiumgroup.com).

Yours sincerely,

Jade Blake

*Fund Management Specialist*

## Part 1 – Terms of reference

### 1. Background

Challenge Fund for Youth Employment (CFYE) ('The Fund' or 'The Program') has the aim of creating a prosperous future for 230,000 young women and men in the Middle East, North Africa, Sahel & West Africa and Horn of Africa regions.

The Fund supports initiatives in eleven (11) countries in the Middle East and Africa that offers youth, in particular young women, opportunities for work that is demand-driven and productive, offering a stable income and safe working conditions, and that is contributing to their personal development and social protection.

#### East Africa & Sahel:

- Kenya, Uganda, Sudan & Ethiopia

#### North Africa & Middle East:

- Jordan, Egypt, Tunisia & Morocco

#### West Africa:

- Nigeria, Burkina Faso & Senegal

To achieve these results The Fund partners with in-country Implementing Partners (IPs) where the programme provides co-funding to achieve three primary objectives, which are:

1. Match: youth are matched with decent jobs,
2. Create: new decent work and income opportunities are created, and
3. Improve: employment quality for youth is improved.

IP project delivery and fund management is guided by the following key principles:

- The Programme will only co-invest or support initiatives that are aligned with the Programme's goals and Guiding Principles.
- The investment and provided technical assistance will be in line the CFYE's strategy which defines priorities for target countries and the characteristic of the organizations it aims to support.
- The Programme will seek to ensure that Project Contributions do not foster an unhealthy dependence on the Programme.

The seven-year programme runs from 2019 – 2026 and is funded by the Netherlands Ministry of Foreign Affairs, Department of Sustainable Economic Development and is managed by Palladium Europe BV in partnership with VSO Nederland and Randstad.

### 2. Objectives of the assignment

As managers of CFYE, Palladium ("The Company") is responsible for ensuring that each recipient of CFYE co-investment is spent in accordance with the terms of their agreement and in accordance with Dutch Ministry of Foreign Affairs requirements.

The objective of this assignment is to verify all IPs across the programme have expended CFYE funds appropriately and that the IPs can evidence the materialization of agreed co-funding (as per the funding agreements). Palladium is therefore seeking to procure an Auditor ("The Contractor" or "The Auditor") or an auditor consortium to conduct individual audits on the remaining IPs (currently estimated to be 107) between the start date of this contract and the 31 October 2026. Details of the IPs location, length of project, transaction value and co-funding allocations can be found in Annex A.

The Auditor will be required to carry out the specific tasks listed in the audit protocol and upon completion to submit to the Company a report of factual findings for each IP. The Auditor will provide an overall assessment of whether the IPs' activities were expended in accordance with the terms of their agreements with CFYE and ensure there is clear evidence of the agreed level of co-funding. All audits will be conducted in person, with the exception of any high/ extreme risk locations where CFYE will accept an alternative audit methodology for these IPs.

CFYE are seeking to procure audit services under one contract to conduct all remaining external audits on active IPs as they enter their close out phase for the program. The value of this contract is estimated to be up to EUR1,000,000 and the contract will run from the contract award date to 31 October 2026. CFYE are open to proposals for regional partnerships or an audit firm consortium (if this practical).

Although the intention is to contract only one Auditor for all CFYE countries, Palladium retains the right to contract multiple Auditors for each CFYE countries if it decides that no single organisation or consortium would offer sufficient coverage across all CFYE countries.

The successful bidder will be able to demonstrate Value for Money (low price) and that the auditor (be that a single audit firm or an audit consortium) can perform audits in all the countries as listed on page 2 of this document. The successful bidder will also propose a clear and practical contract management proposal. The proposal should detail plans of:

- a. How the contract will be effectively managed;
- b. Who will be the central management team and appoint a 'Contract Manager';
- c. How key developments will be communicated to CFYE;
- d. How the audit reporting will be kept consistent throughout the contact;
- e. How audits will be kept on track and to the agreed timelines;
- f. How key trends and lessons learnt will be captured and communicated back to CFYE.

### **3. Scope of the assignment**

#### **Audit Scope**

##### Preparatory / Inception of Contract

At the start of the Subcontract agreement the Auditor will obtain a familiarity with CFYE and a general understanding of the terms and conditions of the program and its contracting mechanism prior to conducting any audit assignment. This will be done through a pre-engagement meeting (s) with Palladium and the CFYE team (more information on this is detailed in this section below).

In addition, the successful Auditor and CFYE will establish a regular meeting and a schedule for contract management reporting.

Other key deliverables during this phase will be:

1. To collaboratively develop and agree on a work order commissioning to completion process and timelines.
2. To develop key information documents on CFYE to be disseminated to supporting country audit teams.
3. Establish a shared filing and report sharing platform and document naming convention.
4. Agree on lines of communication with CFYE to reassure that audits are on track.

Once a work order process has been commissioned and agreed with the auditors Contract Manager, CFYE proposes that the below actions should be undertaken between the programme and specific audit team selected to kick-off the in-person audit (although this will be agreed at the start of the contract with CFYE):

- Participate in a pre-engagement meeting with CFYE.
- Review and understand the terms and conditions of the specific IP Funding Agreement.
- Review and understand all other relevant policies and report templates as shared by CFYE.

Send any relevant questions to the CFYE team ahead of the start of the IP audits.

##### Financial Report and Financial Systems

In completing each audit assignment, the auditor will be expected to:

- Deliver the audit as per the specific CFYE Audit Protocol which can be found in Annex B; and
- Deliver the audit as per the audit methodology proposed by the successful audit firm.

### Audit deliverables

The Auditor will compile and submit to Palladium a report of their factual findings per IP audited. It is expected that before final submission of the report the IP has the opportunity to review and comment on the findings. The report should contain sufficient detail to enable Palladium to understand the nature and extent of the tasks performed by the Auditor and their findings in relation to each task.

### Key Information on Implementing Partners

Please refer to Annex A which presents the following information:

1. Complete list of current IPs. Note that this list could possibly change if any IP's contracts get terminated or IPs drop out of the programme.
2. The country and city where the IP head office is located to indicate where the audit will most likely have to take place (most audits will need to take place face-to-face).
3. The dates of transactions which will need to be reviewed in each audit and the contribution split between CFYE and the IP.

### Audit protocol

Refer to Annex B.

### Additional specifications

In addition to the minimum specifications above, the Auditor is required to meet at least one of the following specifications:

- a) The Auditor is a member of a national accounting or auditing body or institution which in turn is member of the International Federation of Accountants (IFAC).
- b) The Auditor is registered as a statutory auditor in the public register of a public oversight body in an EU member state in accordance with the principles of public oversight set out in Directive 2006/43/EC of the European Parliament and of the Council (this applies to auditors and audit firms based in an EU member state).
- c) The Auditor is a member of a national accounting or auditing body or institution. Although this organisation is not member of the IFAC, the Auditor commits him/herself to undertake this engagement in accordance with the IFAC standards and ethics.

## **Audit Contract**

### Overall

The overall engagement for the audit will be governed by one agreement which will cover the start date until 31 October 2026. Each audit assignment will be commissioned by a work order which will be drafted by CFYE and sent to the Contract Manager which will provide the following details:

1. IP name and head office location.
2. Dates of transactions to be audited.
3. Total expenditure value.
4. Proposed start and end dates for the audits (final end dates will be discussed and finalised with the Contract Manager). It is expected that the Auditor will ensure that there is sufficient staff capacity to conduct the audit engagement to meet the delivery timeline. Agreed notice periods will be agreed during contract negotiations.
5. Key focal points from the global CFYE team and the in-country management team for the specific country.

**NB:** On the occasion that there are multiple audits required around the same time period, CFYE will issue one work order to cover all audits in one country over a three-month period.

### Contract performance

The contract will have regular contract review phases to ensure that the audit firm is performing to a high standard and in line with the agreed terms of reference. A suggested contract review schedule is set out below, but this will be finalised at the contracting phase:

- 1st Contract Review 3 months into the contract.
- 2nd Contract Review 6 months into the contract.
- 3rd Contract Review 12 months into the contract, and then depending on the performance of the audit firm, contract reviews would be every 6 to 12 months.

### **Audit Personnel**

In this section any requirements on the audit personnel are specified.

#### Centralised Contract Management Team/ Contract Manager

- Experience in carrying out audits of Donor Government (e.g. USAID, European Union, FCDO, AFD etc.) or Multilateral funded international aid projects that include a grant component.
- Have prior experience in working on donor funded audits.
- Have good connections with country offices and partners.
- Have excellent communication and organisational skills.
- Have excellent written and spoken skills in English.
- The current assumption would be that the Audit Contract Manager would be based in the Netherlands, although CFYE is open to suggestions for the location of the Audit Contract Manager if this was to provide better Value for Money.

#### Auditors (appointed for the individual WOs)

The Auditor must meet the following minimum specifications:

- The Auditor will be sufficiently experienced, qualified, and familiar with local laws, practices and regulations to conduct audit assignments in the specified country.
- The Auditor will have sufficient staff capacity to be able to conduct an audit assignment within an agreed time period which will be established at during the preparatory/ inception phase of this contract.
- Experience in carrying out audits of Donor Government (e.g. USAID, European Union, FCDO, AFD etc.) or Multilateral funded international aid projects that include a grant component.
- The necessary qualifications, certifications, and registrations to oversee the conducting of audit assignments in the specified country.

The Auditor is expected to provide details and CVs for selected nominated personnel. The nominated personnel will be the partner(s) or other senior person(s) within the Auditor's organisation who is accountable for the engagement and for the report that is issued to Palladium upon completion of each audit assignment.

## Procurement Stages and Timetable

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<b>Procurement Stage</b>	<b>DATE (please note dates are subject to change but the timing of these stages will not change)</b>
<u>Stage 1:</u> ITT made available, with a five-week deadline for the submission of proposal.	12-08-2024
<u>Stage 2:</u> Confirmation of Intention to Submit a Proposal (2 weeks before submission deadline).	31-08-2024
<u>Stage 3:</u> Deadline for receipt of Clarifications. Please submit all clarifications on the ITT to Jade Blake at jade.blake@thepalladiumgroup.com. All clarification questions will be answered and collectively shared with all confirmed bidders within 1 week.	Clarification questions submitted by: 31-08-2024 Answers to questions provided: 07-09-2024
<u>Stage 4:</u> Proposal Submission Date.	15-09-2024
<u>Stage 5:</u> Procurement Committee Review Proposals with the aim of creating a short list (within one week).	17-09-2024
<u>Stage 6:</u> Bidders notified about the outcome of the procurement committee meeting results. Short list bidders sent an invitation for the interview stage (within 2 days of the Procurement Committee Meeting). It is expected that the intended Contract Manager be present at the interview.	18-09-2024
<u>Stage 7:</u> Short list interviews. This will be held a week after companies have been notified of the outcome of the procurement committee meeting.	25-09-2024
<u>Stage 8:</u> Final Procurement Committee Meeting to review the interview stage and select preferred bidder (within two days of the interviews).	26-09-2024
<u>Stage 9:</u> Short list notified of the outcome of the Final Procurement Committee Meeting.	30-09-2024
<u>Stage 10:</u> Commencement of company due diligence and contract drafting.	30-09-2024
<u>Stage 11:</u> Confirm contract award and contract start date (within 2 weeks after notification of award).	14-10-2024

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#### **4. Duration and phasing**

The activity is to commence upon signing of the contract with Palladium Europe BV and end on 31-10-2026.

CFYE should be in a position every 3 - 6 months to provide a draft schedule of works to the Auditor as an indicative plan for the upcoming required assignments for the following 6 month. It is expected that the auditor will be able to commence the audit within 1 month of notice, but exact timelines will be discussed during contract negotiation.

#### **5. Financial component**

Please refer to Part 4 for details relating to preparation of the financial submission.

#### **6. Responsibilities of the Company**

- To work collaboratively with the Auditor to establish effective contract management meetings, reports and other key documentation.
- To be available to a reasonable extent to the Auditor during the preparatory phases throughout the engagement of this audit.
- Provide a list of all key personnel for the global team and the country team to the Auditor.
- Make available all budgets, financial reports, templates, policies and procedures that are relevant to the projects being audited.
- Introduce the IP to the Auditor following the commencement of a work order and ensure that the IP is aware of their responsibility to maintain and provide all documents, papers, records etc. that are pertinent to the IP Agreement.
- Allow the Auditor access to their premises and be available to the Auditor during the audit assignment.
- The Company will be responsible for the performance management of the successful bidder.
- Appoint a central point of contact so that the audit firm can raise any issues or discuss any elements of the contract with this individual.

#### **7. Contractor responsibilities**

- To be prepared to sign the Standard Contract Terms (as detailed in Part 6 of this document). The Company does not anticipate making material changes to the Standard Contract Terms. If Tenderers have regulatory or material risk reasons why specific parts of the Terms may need to be adjusted, the Company will consider a small list of proposed changes, provided that: a) they are clearly laid out in the Tenderer's proposal, b) the rationale for the changes are clear, and c) they relate to a small number of material issues and not mere drafting preferences or substantive re-drafting. Tenderers should be aware that large volumes of proposed changes may render the bid ineligible.
- To have in place insurance policies covering Professional Indemnity and Public Liability.
- To have any relevant registrations (including tax registrations) in the activity Jurisdiction.
- To comply with Palladium's Due Diligence process and submit all relevant documentation ahead of any planned activities.
- To have any relevant registrations (including tax registrations) in the activity Jurisdiction.
- To be registered in a Jurisdiction that is acceptable to the Company.
- To actively communicate issues or delays to the engagement to the CFYE, ensuring that any such issues or delays are identified and managed as soon as is reasonably possible.
- To notify CFYE of any key staff changes (this means the centralised contract management team/ Contract Manager) within a reasonable timeframe and propose a replacement candidate.

## Part 2 – Conditions of tender

### 1. Tender content

- 1.1. The tender must contain the following:
  - 1.1.1 a cover letter (no longer than 1 page) to the tender for the activity (specify the Activity number), including the signed declaration contained in Part 7;
  - 1.1.2 a technical submission (in the form detailed in Part 3);
  - 1.1.3 a financial submission (in the form detailed in Part 4).
- 1.2. Every Tender needs to state in the submission:
  - 1.2.1 in the case of an individual, full or given names, surname and address;
  - 1.2.2 in the case of a trust, the full names and addresses of each trustee of the trust;
  - 1.2.3 in the case of a company, NGO or other registered entity, the full name of the entity, the address of the registered office of the entity, the relevant registration number and a copy of the certificate of registration; and
  - 1.2.4 If relevant, a list (including CVs if requested) of all the nominated personnel expected to contribute to the performance of the TOR, including their names, surnames, title of their position and their proposed level of effort.
- 1.3. Tenders are to be written in English, Arial font 12
- 1.4. 'The Tenderer' (where capitalised) means the person or organisation to whom this invitation has been sent, the person or organisation responding to this invitation (as applicable). Depending on the context, an uncapitalised version of 'tenderer' may also refer to the Tenderer.

### 2. Tender Assessment Process

- 2.1. Tenders must comply with the requirements of the TOR. Failure to submit a Tender including the information required by the TOR (or this Tender generally) will factor into The Company's assessment of the level of compliance of the Tender and may result in rejection of the Tender.
- 2.2. The Company will evaluate Tenders on the following basis:
  - 2.2.1 a technical assessment;
  - 2.2.2 a financial assessment;
  - 2.2.3 any other factors which may impact on the Tenderer's potential performance.
- 2.3. The Company reserves the right:
  - 2.3.1 to accept or reject any tender, and to annul the tendering process thereby rejecting all tenders, at any time prior to the award of contract at its sole discretion;
  - 2.3.2 to cancel or vary the Invitation to Tender process at any time whether before or after the closing date;
  - 2.3.3 to reject any tender that does not adhere to the structure and content requirements as outlined in these Terms and Conditions;
  - 2.3.4 to recall tenders from any source including those tenderers who have already submitted tenders, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for this action;
  - 2.3.5 to accept Tenders for the whole or any part of the requirement;
  - 2.3.6 to require that tenderers submit to the Company's Due Diligence process prior to or after the submission of Tenders; and
  - 2.3.7 to negotiate with the most favourable tenderer should it be deemed that the offered prices are unreasonable or greater than the targets set in the planning process.
- 2.4. The Company shall not be bound by any advice given or information furnished by it.
- 2.5. The conduct of this Invitation to Tender is not intended to give rise to any legal or equitable relationship.
- 2.6. Any inducements and rewards intended to influence the outcome of the Tendering process will result in Tenderer's immediate suspension from the process.
- 2.7. Your Tender will be valid for the Tender Validity Period specified on p.1.

### 3. Technical Assessment

- 3.1. The Technical Assessment will be undertaken by an internal procurement committee.
- 3.2. The Company may specify weighting for assessment criteria in Part 4.

### 4. Financial Assessment

- 4.1. Following consideration of the technical merit of Tenders, a like-for-like price assessment may be undertaken by The Company of the Tenders assessed as technically suitable.
- 4.2. Tenderers should note that financial submissions for those Tenders assessed by the Procurement Committee as not technically acceptable will not be subject to financial assessment.
- 4.3. Unless otherwise specifically stated, prices quoted must be provided as a fixed maximum price and show the tax exclusive price, the tax component and the tax inclusive price.



- 4.4. The contract price, which must include any and all other charges and costs, will be the maximum price payable by the Company for the Goods and/or Services.
- 4.5. Additionally, if requested by the Company, potential suppliers must be able to demonstrate their financial stability and ability to remain viable as a provider of the Goods and/or Services over the term of any agreement.
- 4.6. If requested by the Company, the potential supplier must promptly provide the Company with such information or documentation as the Company reasonably requires in order to evaluate the potential supplier's financial stability.

## **5. Acceptance of Tenders**

- 5.1. The Company is not bound or required to accept the lowest priced Tender or any Tender.
- 5.2. A Tender will not be deemed to be accepted unless and until a Contract in the form listed in Part 7 is signed by the Company and the Tenderer (with the agreed commercial terms included).
- 5.3. The Company reserves the right to enter into negotiation with any other tenderer if contract negotiations cannot be concluded with the preferred Tenderer.

## **6. Alternative Tenders**

- 6.1. The Company reserves the right to accept and consider alternative Tenders providing they:
  - 6.1.1 are submitted with a compliant Tender;
  - 6.1.2 clearly identify the differences and improvements offered.

## **7. Non-Compliant Tenders**

- 7.1. Tenders will be regarded as non-compliant if they do not comply with any part of the requirements of this Invitation to Tender.
- 7.2. The Company may, however, in its absolute discretion evaluate any non-compliant Tender.

## **8. Lodgement of Tenders**

- 8.1. It is the responsibility of the Tenderer to ensure that the Tender is received by the Company by the closing date and time prescribed in this Invitation to Tender. A Tender lodged after the closing date is a late Tender.
- 8.2. A late Tender will normally not be considered unless it can be demonstrated by the Tenderer that the Tender would have arrived at the tender point by the required date and time as prescribed in this Invitation to Tender but, for reasons proven by the Tenderer, it did not. The Company may allow a late Tender to be assessed at its absolute discretion.
- 8.3. The Company will not consider or entertain any queries about a decision to assess or reject a late Tender.

## **9. Tenderer Costs**

- 9.1. Tenderers are responsible at their own cost to:
  - 9.1.1 make all arrangements and obtain and consider all information relating to the TOR;
  - 9.1.2 prepare, deliver and lodge their tender;
  - 9.1.3 deal with any issues, including disputes, that may arise out of the tendering process.

## **10. Confidentiality**

- 10.1. The Tenderer acknowledges that in the course of this Tender, it may become acquainted with or have access to the Company's Confidential Information (including the existence and terms of this Tender and the TOR). It agrees to maintain the confidence of the Confidential Information and to prevent its unauthorised disclosure to any other person.
- 10.2. The Tenderer will not disclose or use any Confidential Information except to the extent that such disclosure or use:
  - 10.2.1 is strictly necessary for submitting the Tender;
  - 10.2.2 is required by relevant laws;
  - 10.2.3 is authorised by prior written approval from the Company; or
  - 10.2.4 occurs after the Confidential Information already is or comes into the Tenderer's possession (or in the public domain) otherwise than pursuant to this Tender, pursuant to a separate confidentiality undertaking by the Tenderer or a third parties' (or that parties') unauthorised disclosure.
  - 10.2.5 If the Tenderer is required to disclose Confidential Information due to a relevant law or legal proceedings, it will provide reasonable notice of such disclosure to the Company.
  - 10.2.6 The parties agree that this obligation applies during the Tender and after the completion of the process.

**11. Request for Information**

11.1. Any prospective tenderer may within a reasonable time before the closing date request information on any point of clarification in this Tender. The information requested shall be given in writing by the Company as soon as practicable. Where in the opinion of the Company the information could have an effect on other tenderers, that information may at the Company's sole discretion be given in writing to all known prospective tenderers.

**12. Business Partner Code of Conduct**

12.1. Tenderers shall comply with the Company's Business Partner Code of Conduct in the submission of any tenders. The Code is currently available at [thepalladiumgroup.com/policies](http://thepalladiumgroup.com/policies).

**13. Unsuccessful Tenders**

13.1. Unsuccessful Tenders will be notified in writing and shall be entitled to feedback regarding their tender.

**14. Tenderer Acceptance of Conditions**

14.1. A Tender lodged in response to this Invitation to Tender does so with agreement to these Conditions of Tender unless any departures from these Conditions are detailed in the cover letter of the submission. The Company reserves the right to reject any departure from these Conditions of Tender, and thereby determine that the tender submission is non-conforming for that reason.

**15. Conflict of Interest**

15.1. Tenderers must notify the Company immediately if any actual, potential or perceived conflict of interest arises (a perceived conflict of interest is one in which a reasonable person would think that the person's judgement and/or actions are likely to be compromised, whether due to a financial or personal interest (including those of family members) in the procurement or the Company).

**16. Inconsistencies**

16.1. If there is inconsistency within this ITT, the following order of precedence shall apply:

- 16.1.1 these Terms and Conditions;
- 16.1.2 the Cover Page of this ITT; and
- 16.1.3 Part 5 – Client Terms
- 16.1.4 Part 6 – Standard Contract
- 16.1.5 Part 1 – Terms of Reference
- 16.1.6 Part 4 – Financial Assessment Selection Criteria
- 16.1.7 Part 3 – Technical Assessment Selection Criteria
- 16.1.8 the Schedule

so that the provision in the higher ranked document will prevail to the extent of the inconsistency.

**17. Jurisdiction**

17.1. This Tender process shall be subject to the laws of the Jurisdiction.

17.2. The Supplier and the Company will use their best efforts to settle amicably any dispute, controversy, or claim arising out of, or relating to this Agreement or the breach, termination, or invalidity thereof.

17.3. If no agreeable settlement can be found, any dispute, controversy, or claim arising out of or relating to this Agreement or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules in effect on the date of this Agreement. The appointing authority shall be the Secretary-General of the Permanent Court of Arbitration. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.

17.4. The place of arbitration shall be the headquarters location of Company at the time the claim is filed and the language of the arbitration will be English. The relevant laws shall be the laws of the Jurisdiction.

17.5. Should the claim involve a State, a State-controlled entity, or an intergovernmental organization, the case shall be administered by the International Bureau of the Permanent Court of Arbitration.

## Part 3 – Technical assessment selection criteria

**The Technical Assessment will comprise 60% of the score of the assessed tender documents.**

### Requirements for the Technical Submission

The Technical Submission must:

1. be in a type font of no less than 12 points;
2. be in a single column format;
3. be ten pages or less in length;
4. have attached up-to-date CVs relevant to the activity of the preferred consultants (no longer than 2 pages per person), including contact details for two referees who can comment on recent experience relevant to the application.

The Technical Assessment places emphasis on the degree of confidence the Procurement Committee has in the Tender content and the Tenderer's ability to deliver the services effectively. A high degree of confidence is gained where:

- A deep understanding of key issues is clearly demonstrated. Merely providing general statements of information and a can-do attitude will not generate high scores.
- A convincing methodology is provided to achieve results, whilst ensuring optimal value for money over the lifetime of the contract. The methodology should include clear links between performance outputs and pricing mechanisms (such as milestones for payment linked to clear deliverables).
- The methodology includes monitoring & performance management tools where appropriate, such as: critical path analysis, risk strategies/mitigation plans, communication plans etc.
- A detailed work plan is provided that breaks down activities and outputs, which are clearly cross referenced (where appropriate) to the level of effort of nominated personnel, payment mechanisms and governance/quality assurance mechanisms to ensure effective delivery on time and within budget.
- Strong examples demonstrate the proposed methodology has been applied successfully in environments relevant to this ITT.
- A well-balanced team of nominated personnel is proposed that provides the right mix and level of skills, with assured availability at the right time and with the right number of days.
- Effort has been made to provide certainty in the Tender detail so that it can be relied on from a contractual perspective (for example, poor management processes, lack of performance measures and vague terminology represent a potential performance risk).

### Selection criteria and weighting of the Technical Submission

The following selection criteria and weighting will be used in the assessment process to assess the technical capacity of the Tenders.

<b>Scoring Methodology for the Technical Submission</b>	
<u>5</u>	Excellent, addresses the requirements of the TOR and all ITT issues, and where relevant demonstrates fine tuning, to make a match with Client expectations, and is of a quality and level of detail and understanding that provides confidence in certainty of delivery and permits full contractual reliance (where applicable).
<u>4</u>	High degree of confidence that they can meet the requirements of the TOR (and where relevant strong evidence they have tailored their response to meet these). Demonstrates they have a thorough understanding of what is being asked for and that they can do what they say they will; translates well into contractual terms (where applicable).
<u>3</u>	An understanding of all issues relating to delivery of the TOR and tailoring the response to demonstrate that proposals are feasible so that there is a good level of confidence that they will deliver; can be transposed into contractual terms (where applicable).
<u>2</u>	Understands most of the issues relating to delivery of the TOR and addresses them appropriately with sufficient information, but only some relevant tailoring and so only some confidence that they will be able deliver in line with expectations.
<u>1</u>	Some misunderstandings of the issues relating to delivery of the TOR and a generally low level of quality information and detail. Poor appetite to tailor when asked and so fails to meet expectations in many ways and provides insufficient confidence. TOR issues are scantily understood and flimsy on quality information, with minimal tailoring if anywhere relevant. Provides no confidence that the issues will be addressed and managed at all in line with expectations.

Technical Submissions **MUST** follow the question structure below, addressing each question separately and distinctly. The technical submission format should clearly address the criteria below as this will impact the assessment process. Please remember the technical submission should not exceed ten pages.

Form of Technical Submission	Weight	Page Limit
<p><u>1</u> Audit Methodology</p> <p><i>Tenderers should describe their own understanding of the objectives of the assignment and the scope of the assignment in the TOR, as well as the context of the project, how they will facilitate delivery of the tasks set out in the scope of the assignment.</i></p> <p><i>Tenderers should describe their approach to ensuring optimal value-for-money. This includes but is not limited to, how tenderers will limit the amount of reimbursable expenses charged, how cost savings will be achieved whilst working across multiple country offices and how staff will be utilised to maximise value-for-money.</i></p> <p><i>An anticipated workplan for an audit assignment based on the tenderers understanding of tasks listed in the scope of the assignment, plotting the delivery of the tasks using the methodology mentioned above. The workplan must identify the number of days to be worked by each individual staff role and should directly relate to the information provided in the financial submission.</i></p>	25%	To be determined by Auditor
<p><u>2</u> Contract Management Proposal</p>	30%	To be determined by Auditor
<p><u>3</u> Quality of Audit Personnel (appointed for individual work orders)</p> <p><i>Tenderers should describe how they (the Auditor) fulfil each of the relevant criteria set out in the Audit Personnel section in the TOR.</i></p>	15%	Pen portraits no more than 2 pages, full CVs can be annexed.
<p><u>4</u> Quality of Contract Management Personnel</p> <p><i>Tenderers should describe, referring to the CVs submitted to evidence any statements, how the Nominated Personnel fulfil each of the relevant criteria set out in the Audit Personnel section in the TOR and are sufficiently skilled staff to oversee all aspects of the Scope of the Assignment.</i></p>	15%	
<p><u>5</u> Relevant Experience</p> <p><i>Tenderers should identify 2 assignments undertaken within the last 3 years similar to and relevant to the TOR and the CFYE context. A brief summary of each of the assignments should be provided, as should the name and contact details for referees who can verify the Tenderers performance on the assignment.</i></p>	15%	To be determined by Auditor

## Part 4 – Financial assessment selection criteria

**The Financial Assessment will comprise 40% of the score of the assessed tender documents.**

The financial assessment will have a core focus on Value for Money and costs effectiveness. Financial Proposals will need to detail the audit fee table as detailed below.

Key information:

- Currency of the quote to be in EUR and all payments will be made in EUR.
- All prices are to be inclusive of relevant taxes.
- All expenses and personnel fees should be itemised and include costs and number of units/days.
- The price quoted will need to be valid from the proposal submission date until 31 October 2026.
- Quote format will be determined by the Auditor but could include:
  - o Price proposal
    - Costs for the services
    - Fixed vs. variable costs
    - Management fees
    - Etc.
  - o Any reimbursable costs
- The auditor will need to propose a payment mechanism for the individual work orders that get commissioned through the contract, including the proposed payment milestones.

CFYE is expecting that as part of each audit firms Financial Proposal that they will submit a fee table detailing a price range per country per level of audit required. The fee table will specify the country and size of IP expenditure (total of CFYE spending and co-funding) that will be sampled. For information on the location of the IPs and the sample size of the disbursements to be sampled, please refer to Annex A.

*Example of proposed fee table (below):*

Total Transaction Value Per Implementing Partner				
	Small < € 1 million	Medium EUR 1 – 3 million	Large EUR 3 - 10 million	Extra Large > € 10 million
<b>European based audits</b>				
<b>Kenya based audits</b>				
<b>Egypt based audits</b>				
<b>Nigeria based audits</b>				
<b>Jordan based audits</b>				
<b>Senegal based audits</b>				
<b>Sudan based audits</b>				
<b>Uganda based audits</b>				
<b>Ethiopia based audits</b>				
<b>Tunisia based audits</b>				
<b>Burkina Faso based audits</b>				
<b>Morocco based audits</b>				

Agreed audit fees will be set at the start of the contract and will not be eligible for any inflationary increases.

The maximum value for this contract is up to EUR 1,000,000.

## Part 5 – Client Specific Provisions

The Head Contract is the ARVODI2018 Public Service Contracts Terms and Conditions:

<https://www.rijksoverheid.nl/documenten/publicaties/2018/05/03/general-government-terms-and-conditions-for-public-service-contracts-2018-arvodi-2018>

## Part 6 – Standard Contract Template

Subcontractor agreement with task orders.

Please see the separate document attached onto the ITT for details of the contract template.

### Subcontractor Agreement

## Part 7 – Declaration by Tenderers

Tenderers shall submit their tender with the following declaration:

*I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.*

*Where requested by the Company, I/We will promptly provide the certificates or other documents referenced in this ITT.*

*I/We understand that any information given by us will be relied on and used by the Company to assess my/our suitability to participate further in this potential procurement.*

*I understand that the Company may reject my/our Tender if it is non-compliant, or false/misleading in any way.*

*Where this statement is being provided by an individual on behalf of the Company, that individual has the necessary corporate authorisation to provide the declaration on behalf of the Company.*

*I / We have not communicated to any person other than the Company the amount of any tender, adjusted the amount of any tender by arrangement with any other person, made any arrangement with any other person about whether or not I / we or that other person should tender, or otherwise colluded with any other person in any manner whatsoever, and undertake that at any time thereafter in the tendering process for the above.*

*I/We have not engaged in any behaviour which has or could contravene Bribery Act 2010 (UK), the Foreign Corrupt Practices Act (US) or any similar legislation.*

*I/We have not provided or offered any payment, gift, item, hospitality or any other benefit to the Company, its employees, consultants, agents, subcontractors (or any other person involved in the decision-making process relating to this tender) which could give rise to a perception of bribery or corruption in relation to the Tender or any other dealings between the parties.*



# Annex A: Key Information on Implementing Partners

Country/Call	Call	IP Name Code	IP Location For Audit	Contract start Date	Contract End Date	Contract Value CFYE	Co-Funding Committed	Total Project Value
Uganda	1	C1UGAIP1	Uganda, Kampala	02-Jan-21	31-Mar-24	€ 304,254	€ 2,038,561	€ 2,342,815
Uganda	1	C1UGAIP2	Uganda, Mbale	01-Jan-21	15-Aug-23	€ 487,103	€ 1,129,369	€ 1,616,472
Uganda	1	C1UGAIP3	Netherlands, Gorinchem	01-Jan-21	31-Mar-24	€ 421,730	€ 911,774	€ 1,333,504
Uganda	1	C1UGAIP4	Uganda, Kampala	01-Jan-21	31-Mar-24	€ 308,325	€ 368,460	€ 676,785
Uganda	1	C1UGAIP5	Utrecht, Netherlands	01-Jan-21	31-Mar-25	€ 1,309,200	€ 1,460,000	€ 2,769,200
Uganda	4	C4UGAIP1	Uganda, Kampala	15-Nov-22	30-Sep-25	€ 667,970	€ 1,072,520	€ 1,740,490
Uganda	4	C4UGAIP2	TBD	01-Sep-23	30-Aug-25	€ 647,779	€ 992,222	€ 1,640,001
Uganda	4	C4UGAIP3	Uganda, Kampala	01-Sep-22	30-Jun-25	€ 585,000	€ 585,000	€ 1,170,000
Uganda	4	C4UGAIP4	TBD, Netherlands	01-Sep-22	28-Feb-25	€ 1,060,408	€ 1,150,598	€ 2,211,006
Nigeria	2	C2NGAIP1	Nigeria, Lagos	01-Jun-21	31-Aug-24	€ 545,350	€ 615,400	€ 1,160,750
Nigeria	2	C2NGAIP2	Nigeria, Lagos	01-Jun-21	31-May-24	€ 369,636	€ 363,382	€ 733,018
Nigeria	2	C2NGAIP3	Nigeria, Lagos	01-Jun-21	31-May-24	€ 476,758	€ 1,111,548	€ 1,588,306
Nigeria	2	C2NGAIP4	Nigeria, Lagos	01-Jun-21	31-Aug-24	€ 467,417	€ 970,283	€ 1,437,700
Nigeria	2	C2NGAIP5	Nigeria, Abuja or in Minna Niger State	01-Jun-21	31-May-24	€ 288,000	€ 290,123	€ 578,123
Nigeria	2	C2NGAIP6	Nigeria, Lagos	01-Jun-21	31-Aug-24	€ 500,000	€ 500,000	€ 1,000,000
Nigeria	5	C5NGAIP1	Nigeria, Lagos	14-Jul-23	30-Sep-25	€ 251,990	€ 251,990	€ 503,980
Nigeria	5	C5NGAIP2	Nigeria, Lagos	01-Aug-23	30-Sep-25	€ 778,146	€ 778,200	€ 1,556,346
Nigeria	5	C5NGAIP3	Nigeria, Lagos	14-Jul-23	30-Sep-25	€ 328,800	€ 330,040	€ 658,840
Nigeria	5	C5NGAIP4	Nigeria, Abuja	14-Jul-23	14-Sep-25	€ 643,376	€ 651,379	€ 1,294,755
Nigeria	5	C5NGAIP5	Nigeria, Lagos	14-Jul-23	30-Sep-25	€ 250,000	€ 259,000	€ 509,000
Nigeria	5	C5NGAIP6	Nigeria, Lagos	14-Jul-23	30-Sep-25	€ 337,664	€ 692,512	€ 1,030,176
Nigeria	5	C5NGAIP7	Nigeria, Lagos	14-Jul-23	30-Sep-25	€ 393,460	€ 400,590	€ 794,050
Nigeria	5	C5NGAIP8	Nigeria, Abuja	14-Jul-23	30-Aug-25	€ 375,000	€ 375,000	€ 750,000
Nigeria	5	C5NGAIP9	Nigeria, Lagos	14-Jul-23	30-Sep-25	€ 185,300	€ 186,000	€ 371,300
Nigeria	6	C6NGAIP1	Nigeria, Lagos	01-Jul-24	30-Sep-26	€ 981,138	€ 1,011,162	€ 1,992,300
Nigeria	6	C6NGAIP2	Nigeria, Lagos	01-Jul-24	30-Sep-26	€ 257,533	€ 297,734	€ 555,267
Nigeria	6	C6NGAIP3	Nigeria, Abuja	01-Jul-24	31-Aug-26	€ 194,035	€ 197,187	€ 391,222
Nigeria	6	C6NGAIP4	Nigeria, Okpanam	01-Jul-24	30-Sep-26	€ 198,738	€ 199,520	€ 398,258
Nigeria	6	C6NGAIP5	Nigeria, Lagos	01-Jul-24	31-Aug-26	€ 222,205	€ 235,694	€ 457,899
Nigeria	6	C6NGAIP6	Nigeria, Abuja	01-Jul-24	30-Sep-26	€ 808,868	€ 808,870	€ 1,617,738
Nigeria	6	C6NGAIP7	Nigeria, Abuja	01-Jul-24	31-Aug-26	€ 387,000	€ 473,000	€ 860,000
Egypt	2	C2EGY1	Egypt, Cairo	01-Oct-21	30-Sep-24	€ 1,095,085	€ 2,981,605	€ 4,076,690
Egypt	2	C2EGY2	Egypt, Cairo	01-Oct-21	30-Sep-24	€ 1,545,263	€ 1,545,263	€ 3,090,526
Egypt	2	C2EGY3	Egypt, Cairo	01-Oct-21	30-Sep-24	€ 600,378	€ 1,300,301	€ 1,900,679
Egypt	5	C5EGY1	Egypt, Cairo	01-Aug-23	30-Sep-25	€ 858,347	€ 863,350	€ 1,721,697
Egypt	5	C5EGY2	Egypt, Cairo	01-Aug-23	30-Sep-25	€ 1,299,380	€ 1,311,680	€ 2,611,060
Egypt	5	C5EGY3	Egypt, Cairo	01-Aug-23	30-Sep-25	€ 1,325,000	€ 1,695,900	€ 3,020,900
Egypt	5	C5EGY4	Egypt, Cairo	01-Aug-23	30-Sep-25	€ 1,250,061	€ 1,250,957	€ 2,501,018
Egypt	5	C5EGY5	Egypt, Cairo	07-Aug-23	31-Jul-25	€ 1,476,265	€ 15,216,810	€ 16,693,075
Egypt	6	C6EGY1	TBD	TBD	TBD	TBD	TBD	TBD
Egypt	6	C6EGY2	TBD	TBD	TBD	TBD	TBD	TBD
Egypt	6	C6EGY3	TBD	TBD	TBD	TBD	TBD	TBD
Egypt	6	C6EGY4	TBD	TBD	TBD	TBD	TBD	TBD
Egypt	6	C6EGY5	TBD	TBD	TBD	TBD	TBD	TBD
Egypt	6	C6EGY6	TBD	TBD	TBD	TBD	TBD	TBD
Egypt	6	C6EGY7	TBD	TBD	TBD	TBD	TBD	TBD
Kenya	3	C3KEN1	Kenya, Nairobi	01-Nov-21	30-Nov-24	€ 200,000	€ 239,800	€ 439,800
Kenya	3	C3KEN2	Kenya, Nairobi	15-Nov-21	14-Mar-25	€ 228,401	€ 228,401	€ 456,802
Kenya	3	C3KEN3	Kenya, Nairobi	01-Nov-24	30-Nov-24	€ 489,944	€ 489,944	€ 979,888
Kenya	3	C3KEN4	Kenya, Nairobi	15-Nov-21	14-Dec-24	€ 649,281	€ 1,764,907	€ 2,414,188
Kenya	3	C3KEN5	Kenya, Nairobi	15-Feb-22	14-Dec-24	€ 500,000	€ 1,863,508	€ 2,363,508
Kenya	3	C3KEN6	Kenya, Nairobi	01-Nov-21	30-Nov-24	€ 200,050	€ 300,250	€ 500,300
Kenya	3	C3KEN7	Kenya, Nairobi	01-Nov-21	30-Nov-24	€ 1,700,000	€ 1,792,750	€ 3,492,750
Kenya	3	C3KEN8	Kenya, Nairobi	15-Nov-21	14-Jun-24	€ 2,006,187	€ 4,444,858	€ 6,451,045
Kenya	3	C3KEN9	Kenya, Nairobi	15-Nov-21	14-Jun-24	€ 751,020	€ 1,807,389	€ 2,558,409
Kenya	5	C5KEN1	Kenya, Nairobi	01-Jul-23	30-Sep-23	€ 1,339,250	€ 1,339,250	€ 2,678,500
Kenya	5	C5KEN2	Kenya, Nairobi	01-Jul-23	30-Sep-25	€ 600,507	€ 600,530	€ 1,201,037
Kenya	5	C5KEN3	Kenya, Nairobi	01-Jul-23	31-Aug-25	€ 1,409,513	€ 1,944,399	€ 3,353,912
Kenya	5	C5KEN4	Kenya, Nairobi	01-Jul-23	30-Sep-25	€ 460,490	€ 460,490	€ 920,980
Kenya	5	C5KEN5	Kenya, Nairobi	01-Jul-23	30-Sep-25	€ 332,355	€ 353,475	€ 685,830


**Total Project Value**


S Green if < €1M

M Yellow if €1-3M

L Red if €3-10M

XL Black if > €10M

 = Funded 2 projects or had top-up, audit to take place after last project ended

 = No audit required as already covered by local auditor

Kenya	5	C5KEN6	Kenya, Nairobi	01-Jul-23	30-Sep-25	€ 599,711	€ 600,216	€ 1,199,927
Kenya	6	C6KEN1	TBD	01-Jul-24	30-Sep-26	€ 290,066	€ 311,633	€ 601,699
Kenya	6	C6KEN2	TBD	01-Jul-24	30-Sep-26	€ 500,276	€ 2,808,862	€ 3,309,138
Kenya	6	C6KEN3	TBD	01-Jul-24	30-Sep-26	€ 200,000	€ 235,392	€ 435,392
Kenya	6	C6KEN4	TBD	01-Jul-24	30-Sep-26	€ 427,577	€ 427,611	€ 855,188
Kenya	6	C6KEN5	TBD	01-Jul-24	30-Sep-26	€ 300,000	€ 300,000	€ 600,000
Jordan	3	C3JOR1	Jordan, Balqa	01-Jul-24	30-Sep-26	€ 498,120	€ 640,920	€ 1,139,040
Jordan	3	C3JOR2	Jordan, Balqa	03-Jan-21	14-Nov-24	€ 239,390	€ 209,390	€ 448,780
Jordan	5	C5JOR1	Jordan, Amman	04-Jul-23	30-Sep-25	€ 430,000	€ 856,600	€ 1,286,600
Jordan	5	C5JOR2	Jordan, Al Salt	24-Jul-23	30-Sep-25	€ 200,000	€ 200,000	€ 400,000
Jordan	5	C5JOR3	Jordan, Amman	04-Jul-23	30-Sep-25	€ 625,380	€ 829,320	€ 1,454,700
Jordan	5	C5JOR4	Jordan, Amman	04-Jul-23	30-Sep-25	€ 915,527	€ 1,094,844	€ 2,010,371
Jordan	5	C5JOR5	Jordan, Amman	04-Jul-23	30-Sep-25	€ 740,000	€ 740,000	€ 1,480,000
Jordan	5	C5JOR6	Jordan, Amman	04-Jul-23	30-Sep-25	€ 1,100,003	€ 1,122,189	€ 2,222,192
Jordan	5	C5JOR7	HQ is in Paris, but IP is financially registered in Jordan	04-Jul-23	31-Aug-25	€ 704,036	€ 704,383	€ 1,408,419
Jordan	5	C5JOR8	Jordan, Amman	04-Jul-23	30-Sep-25	€ 809,000	€ 827,630	€ 1,636,630
Sudan	3	C3SDN1	Currently Remote (operating in Sudan)	15-Dec-21	14-Dec-24	€ 237,142	€ 269,152	€ 506,294
Sudan	3	C3SDN2	Egypt, Cairo	01-Mar-22	28-Feb-25	€ 430,773	€ 4,964,249	€ 5,395,022
Sudan	3	C3SDN3	TBD	01-Mar-22	28-Feb-25	€ 424,965	€ 846,786	€ 1,271,751
Ethiopia	4	C4ETH1	Ethiopia, Addis	15-Sep-22	30-Sep-25	€ 2,202,600	€ 8,436,840	€ 10,639,440
Ethiopia	4	C4ETH2	Ethiopia, Addis	01-Sep-22	31-Dec-24	€ 387,291	€ 458,833	€ 846,124
Ethiopia	4	C4ETH3	Ethiopia, Addis	01-Sep-22	31-Dec-24	€ 167,338	€ 238,030	€ 405,368
Ethiopia	4	C4ETH4	Ethiopia, Jigjiga	01-Sep-22	30-Sep-25	€ 254,360	€ 358,194	€ 612,554
Ethiopia	4	C4ETH5	Ethiopia, Addis	01-Sep-22	30-Sep-25	€ 765,861	€ 1,131,235	€ 1,897,096
Morocco	4	C4MOR1	Morocco, Casablanca	01-Sep-22	30-Jun-25	€ 199,999	€ 200,000	€ 399,999
Morocco	4	C4MOR2	Morocco, Casablanca	01-Sep-22	30-Sep-24	€ 300,000	€ 540,000	€ 840,000
Morocco	4	C4MOR3	Morocco, Casablanca	01-Sep-22	30-Jun-25	€ 201,800	€ 222,700	€ 424,500
Morocco	4	C4MOR4	Morocco, Rabat	01-Sep-22	30-Jun-25	€ 389,287	€ 1,013,561	€ 1,402,848
Morocco	4	C4MOR5	Morocco, Rabat	01-Sep-22	30-Jun-25	€ 751,400	€ 1,092,800	€ 1,844,200
Morocco	6	C6MOR1	TBD	01-Jun-24	31-Aug-26	TBD	TBD	TBD
Morocco	6	C6MOR2	TBD	01-Jun-24	31-Aug-26	TBD	TBD	TBD
Morocco	6	C6MOR3	TBD	01-Jun-24	31-Aug-26	TBD	TBD	TBD
Morocco	6	C6MOR4	TBD	01-Jun-24	31-Aug-26	TBD	TBD	TBD
Senegal	4	C4SEN1	Senegal, Dakar	01-Sep-22	30-Sep-25	€ 1,000,000	€ 7,935,839	€ 8,421,101
Senegal	4	C4SEN2	Senegal, Thies	01-Sep-22	30-Sep-25	€ 224,751	€ 489,837	€ 681,457
Senegal	4	C4SEN3	Senegal, Dakar	01-Sep-22	30-Sep-25	€ 504,593	€ 504,593	€ 1,324,476
Senegal	6	C6SEN1	TBD	01-Jul-24	30-Sep-26	TBD	TBD	TBD
Senegal	6	C6SEN2	TBD	01-Jul-24	30-Sep-26	TBD	TBD	TBD
Senegal	6	C6SEN3	TBD	01-Jul-24	30-Sep-26	TBD	TBD	TBD
Senegal	6	C6SEN4	TBD	01-Jul-24	30-Sep-26	TBD	TBD	TBD
Tunisia	4	C4TUN1	Tunisia, Tunis	01-Nov-22	30-Jun-25	€ 698,280	€ 1,515,500	€ 2,213,780
Tunisia	4	C4TUN2	Tunisia, Tunis	01-Nov-22	31-May-25	€ 336,768	€ 337,000	€ 673,768
Tunisia	4	C4TUN3	Tunisia, Siliana	01-Nov-22	30-Jun-25	€ 587,350	€ 704,911	€ 1,292,261
Tunisia	4	C4TUN4	Tunisia, Tunis	01-Nov-22	31-Oct-24	€ 202,960	€ 235,750	€ 438,710
Tunisia	4	C4TUN5	Tunisia, Tunis	01-Nov-22	30-Apr-25	€ 784,665	€ 1,836,568	€ 2,621,233
Tunisia	4	C4TUN6	Tunisia, Tunis	01-Nov-22	30-Jun-25	€ 3,077,066	€ 3,077,076	€ 6,154,142
Tunisia	4	C4TUN7	Tunisia, Tunis	01-Nov-22	30-Jun-25	€ 505,372	€ 584,800	€ 1,090,172
Burkina Faso	4	C4BFA1	Burkina Faso, Ouagadougou	01-Dec-22	31-Oct-24	€ 441,866	€ 479	€ 921,065
Burkina Faso	4	C4BFA2	Netherlands, Tiel	01-Nov-22	30-Sep-25	€ 993,476	€ 1,112,399	€ 2,105,875
Burkina Faso	4	C4BFA3	Burkina Faso, Ouagadougou	01-Nov-22	30-Sep-25	€ 500,001	€ 500,000	€ 1,000,000
Burkina Faso	4	C4BFA4	Netherlands, Gorinchem	01-Nov-22	30-Sep-25	€ 1,076,748	€ 1,107,325	€ 2,184,073
SEM	SEM	SEM1	TBD	01-Jun-22	30-Jun-25	€ 5,000,000	€ 10,000,000	€ 15,000,000
SEM	SEM	SEM2	US, New York	01-Jun-22	30-Jun-25	€ 5,000,000	€ 10,000,000	€ 15,000,000
SEM	SEM	SEM3	Uganda, Mbale	01-Jun-22	30-Jun-25	€ 2,645,000	€ 8,790,502	€ 11,435,502
SEM	SEM	SEM4	Kenya, Nairobi	01-Jun-22	30-Jun-25	€ 5,000,000	€ 2,500,000	€ 15,000,000

Note The above information is subject to change:

1) Number of IPs can vary if contracts get terminated.

2) End dates can change if IPs experience delays.

3) Contract values included are committed amounts and final reports will be based on actuals and can therefore be different.

## **Audit protocol for audit and assurance engagements for the Challenge Fund for Youth Employment**

### **1. Introduction**

This protocol relates to the audit of the financial reports from Implementing Partners of the Challenge Fund for Youth Employment. This project is managed by Palladium Europe BV in partnership with VSO and Randstad and funded by the Dutch Ministry of Foreign Affairs, Department of Sustainable Economic Development.

The overarching goal of the Challenge Fund for Youth Employment is to create prospects – via work and income – for 230.000 young people in the Middle East, North Africa, Sahel and Horn of Africa, by creating more and better jobs and income generating opportunities. The fund will have a special focus on opportunities for young women.

This audit protocol sets out the applicable audit principles and requirements and explains how the audit findings must be reported.

The external auditor is engaged by Palladium Europe BV. After consultation, the Minister may request that a review be conducted to ascertain that the auditor has complied with the audit protocol.

### **2. Audit subject and standards**

The audit subjects are the financial reports from Implementing Partners of the Challenge Fund for Youth Employment. The audit is about the expenditure items reported in these financial reports and includes both the CFYE funded expenditures and co-funding.

### **3. Engagements of the auditor: Agreed-upon procedures (ISRS 4400)**

The auditor will perform agreed-upon procedures as defined further below.

In an ISRS 4400 engagement the auditor does not provide assurance but reports only its factual findings. This protocol describes the main points of the engagement. The user of the report must form its own opinion and draw its own conclusions. The auditor should agree the nature, timing and scope of the specific activities with the contracting authority and disclose the findings in the report of findings (see ISRS 4400, paragraphs 11 and 18). The auditor's activities and their scope must be clearly understood. The auditor is not expected to express an opinion on the adequacy and appropriateness of the activities performed in relation to the purpose of those activities or any other purpose.

The agreed-upon procedures must be carried out in accordance with generally accepted auditing standards and in particular the auditing standards (*International Standards on Auditing*; ISAs) of the International Auditing and Assurance Standards Board (IAASB).

#### ***Description of procedures***

The auditor must carry out the following procedures both for CFYE funded expenditures and expenditures funded by reported co-funding:

1. Reconcile reported expenditures in the financial report (final budget tracker) of the Implementing Partner with their financial system.
2. Verify whether expenditures are legitimate and comply with the criteria laid down in points a) to d). The auditor must establish that:

- a. The expenditure included in the financial report was actually incurred by the implementing partner.
  - b. The monetary value noted in the financial report conforms to the related expenditure documentation.
  - c. Expenditures are corroborated by supporting documents such as timesheets for allocating personnel costs to projects, invoices, contracts and proof of payments.
  - d. Invoices are settled on the basis of actual costs or lump sum amounts set in accordance with the organisation's internal policies.
  - e. The expenditure was incurred in accordance with any applicable requirements in the CFYE Guidelines.
3. Verify whether expenditures occurred during the contract period.
  4. Verify if it is plausible that the expenditure was necessary for the implementation of the relevant activities and relate to the activities as per funding agreement (e.g. through confirming with the partner that cost pertains to an activity detailed in the workplan set out in the Funding Agreement).

### ***Sample selection***

The sample selection mechanism to be used by the auditor should be in line with general accounting principles. However, it is expected that the following items will be included in the sample selection as a minimum:

1. Largest transaction in value reported as CFYE funded under the direct program activities.
2. Largest transaction in value reported as co-funding under the direct program activities.
3. One transaction reported under the category capital investment (if applicable).
4. One transaction reported under the category indirect program costs, specifically administrative and operations (if applicable).
5. Personnel costs reported for 1 individual specifically hired for the project under category direct program activities or cross-cutting program activities (if applicable).
6. Personnel costs reported for 1 individual allocated partially to the project under category indirect program costs (if applicable).

### ***Sample testing***

The sample testing to be performed by the auditor should be in line with general accounting principles. However, it is expected that the following will be part of the testing as a minimum.

#### ***Direct Personnel Costs***

It is expected that the auditor will review the following documentation as a minimum to be able to perform and report on the above-mentioned procedures:

- Employee contract
- Employee salary review letters
- Employee benefits like overtime, bonus payments and other benefits in line with company policies
- Employee pay slip
- Social securities and other applicable laws and regulations related to payroll
- Proof of payment to employee

#### ***Indirect Personnel Costs***

It is expected that the auditor will review the following documentation as a minimum to be able to perform and report on the above-mentioned procedures:

- Employee contract
- Employee salary review letters

- Employee benefits like overtime, bonus payments and other benefits in line with company policies
- Employee pay slip
- Social securities and other applicable laws and regulations related to payroll
- Proof of payment to employee
- Allocation calculation of employee time to the project, if this is based on actual time also timesheets should be part of the review

#### *Capital Investment*

Any transaction reported under capital investment can only be based on depreciation costs for the project period. It is not allowed to report the full acquisition value under the project. It is expected that the auditor will review the following documentation as a minimum to be able to perform and report the above-mentioned procedures:

- Procurement documents
- Purchase contract
- Invoice
- Proof of payment
- Asset register
- Depreciation calculation in line with company policy

#### *Costs for Other Goods and Services*

Any other transaction that is not personnel costs or capital investment will be considered part of this category. It includes both direct program costs and indirect program costs. It is expected that the auditor will review the following documentation as a minimum to be able to perform and report the above-mentioned procedures:

- Purchase or service contract
- Invoice or receipt
- Approval of invoice and allocation to the project
- Proof of payment
- Any other relevant documentation specific for the selected cost category

## **4. Reporting**

This section explains how the auditor must report on its activities. The auditor must report on the activities described above in accordance with the requirements of ISRS 4400 in a report of factual findings. A model report is available on the IAASB's website.

The report should include the name of the implementing partner and the project period audited, in line with the funding agreement.

The format of reporting findings should be in line with the below. It is expected that under findings details are provided on procedures performed and findings noted, also when no findings are noted. This should be detailed by cost category and whether it is an expenditure reported as CFYE funded or co-funding.

Additionally, it is expected that the auditor has shared these findings with the implementing partner and provided them with the opportunity to respond to these findings in writing before finalizing the report.

No.	Procedures	Findings CFYE funded	Findings co-funding	IP Response
1	Reconcile reported expenditures in the financial report of the Implementing Partner with their financial system.			
2	<p>Verify whether expenditures are legitimate and comply with the criteria laid down in points a) to d). The auditor must establish that:</p> <ol style="list-style-type: none"> <li>1. The expenditure included in the financial report was actually incurred by the implementing partner.</li> <li>2. The monetary value noted in the financial report conforms to the related expenditure documentation.</li> <li>3. Expenditures are corroborated by supporting documents such as timesheets for allocating personnel costs to projects, invoices, contracts and proof of payments.</li> <li>4. Invoices are settled on the basis of actual costs or lump sum amounts set in accordance with the organisation's internal policies.</li> <li>5. The expenditure was incurred in accordance with any applicable requirements in the CFYE Guidelines.</li> </ol>			
3	Verify whether expenditures occurred during the contract period.			
4	Verify if it is plausible that the expenditure was necessary for the implementation of the relevant activities and relate to the activities as per funding agreement (e.g. through confirming with the partner that cost pertains to an activity detailed in the workplan set out in the Funding Agreement).			