



Request for Proposal (RFP) Document

Dear Sir/Madam,

RFP for the provision of FINANCIAL AUDIT OF THE “9F0759.02 – WWF MWIOPO POLICY WORKS” PROJECT for WWF Madagascar and West Indian Ocean Program Office.

You are requested to submit a proposal for the provision of the subject services for WWF MWIOPO, as per the enclosed Terms of Reference (TOR).

2. To enable you to submit a proposal, attached are:

- i. Instructions to Offerors (Annex I)
- ii. General Conditions of Contract.....(Annex II)
- iii. Terms of Reference (TOR).....(Annex III)
- iv. Proposal Submission Form(Annex IV)
- v. Financial Proposal(Annex V)

3. Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than **January 11, 2012 at 5.00 pm local time.**

Address: WWF - MWIOPO

BP 738, Près Lot II M 85 Ter Antsakaviro
101 Antananarivo.

Reference: AO-092/2011 Financial Audit POLICY WORKS (9F0759.02)

4. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.

5. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Yours sincerely,

President: Yolanda Kakabadse
Director General: James P. Leape
President Emeritus:
HRH The Duke of Edinburgh
Founder President:
HRH Prince Bernard
of the Netherlands

Registered as:
WWF-World Wildlife Fund for Nature
WWF-Fondo Mondiale per la Natura
WWF-Fondo Mundial para la
Naturaleza
WWF-Fonds Mondial pour la Nature
WWF-Welt Natur-Fonds
Also known as World Wildlife Fund

Annex I - Instructions to Offerors

A. Introduction

1. General

The purpose of this RFP is to obtain the technical and financial offers from Eligible Bidders for **the provision of FINANCIAL AUDIT OF THE “9F0759.02 – WWF MWIOPO POLICY WORKS” PROJECT, as per the attached Terms of Reference (TOR), Annex III.**

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, WWF will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

3. Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring WWF entity in writing at **procurement@wwf.mg**. The procuring WWF entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than **two (02) days** prior to the deadline for the submission of Proposals. Written copies of the organization's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that have received the Solicitation Documents.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, WWF may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, WWF may, at its discretion, extend the deadline for the submission of Proposals.

C. Preparation of Proposals

6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring WWF entity shall be written in the **English** language.

7. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form:
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- (c) **The financial proposal:** completed in accordance with clauses 8,9 and 10.

8. Proposal form

The Offeror shall structure the operational and technical part of its Proposal as follows:

- (a) Management plan - Organization of the mission.

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal.

This section should also describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring WWF entity.

- (b) Resource plan

This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. (the list and CVs of the team members).

- (c) The methodological approach.

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

- (d) The timing of intervention.

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate **financial proposal**.

Information which the Offeror considers proprietary, if any, should be clearly marked “proprietary” next to the relevant part of the text and it will then be treated as such accordingly.

9. Financial Proposal

The financial proposal defining separately the fees from the refundable expenses, as well as identifying the VAT included and excluded amounts.

10. Proposal currencies

All prices shall be quoted in Ariary (MGA) only.

11. Period of validity of proposals

Proposals shall remain valid for sixty (60) days after the date of Proposal submission prescribed by the procuring WWF entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring WWF entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring WWF entity may solicit the Offeror’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

12. Format and signing of proposals

The Proposal shall be signed by the Offeror or a person or persons duly authorized to bind the Offeror to the contract.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialed by the person or persons signing the Proposal.

13. Payment

WWF shall effect payments to the Contractor after acceptance by WWF of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

D. Submission of Proposals

14. Sealing and marking of proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be:

- addressed to:

WWF - MWIOPO

BP 738, Près Lot II M 85 Ter Antsakaviro

101 Antananarivo.

Reference: AO-092/2011 Financial Audit POLICY WORKS (9F0759.02)

- (b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Proposal form*) above, with the copies duly marked “Original” and “Copy”. The second inner envelope shall include the Financial Proposal duly identified as such.

Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring WWF entity will not assume responsibility for the Proposal’s misplacement or premature opening.

15. Deadline for submission of proposals

Proposals must be received by the procuring WWF entity at the address specified under clause *Sealing and marking of Proposals* **no later than January 11, 2012 at 5.00 p.m. Antananarivo local time.**

16. Late Proposals

Any Proposal received by the WWF after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

17. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal’s submission, provided that written notice of the withdrawal is received by WWF MWIOPO prior to the deadline prescribed for submission of Proposals.

The Offeror’s withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by email or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn after the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

E. Opening and Evaluation of Proposals

18. Opening of proposals

The procuring entity will open the Proposals in the presence of a Committee formed by the Regional Representative -WWF MWIOPO .

19. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

20. Preliminary examination

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

21. Evaluation and comparison of proposals

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 100 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Terms of Reference (TOR) and in accordance with the following technical evaluation criteria.

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of Firm / Organization submitting Proposal	30%	30					
2.	Proposed Work Plan and	35%	35					

	Approach							
3.	Personnel	35%	35					
	Total		100					

Evaluation forms for technical proposals follow on the next pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process.

The Technical Proposal Evaluation Forms are:

Form 1: Expertise of Firm /Organization Submitting Proposal

Form 2: Proposed work plan approach

Form 3: Personnel

Technical Proposal Evaluation Form 1			Points obtainable	Company / Other Entity				
				A	B	C	D	E
Expertise of firm / organization submitting proposal								
1.1	Professional Experience	20						
1.2	Technical Capacity	10						
		30						

Technical Proposal Evaluation Form 2		Points Obtainabl e	Company / Other Entity				
			A	B	C	D	E
Proposed Work Plan and Approach							
2.1	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	10					
2.2	Have the important aspects of the task been addressed in sufficient detail?	15					
2.3	Is the scope of task well defined and does it correspond to the TOR?	10					
		35					

Technical Proposal Evaluation Form 3			Points Obtainabl e	Company / Other Entity				
				A	B	C	D	E
Personnel								
3. 1	Project Coordinator		15					
		Sub- Score						
	Qualification	5						
	Experience	10						

		15						
3.		20					
2							
		Sub-Score						
	Qualification	10						
	Experience	10						
		25						
	Total Part 3		35					

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation will be opened and subsequently compared.

The formula for determining the financial scores is the following:
 $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.

For each individual site, WWF MWIOPO will determine the financial score.

The technical score attained at by each Offeror will be used in determining the Total score as follows:

The weights given to the technical and financial proposals are: $T = 0.7, F = 0.3$

The Total score for each site will be calculated independently by formula:

$$TS = St \times 0.7 + Sf \times 0.3$$

TS - is the total score of the proposal under consideration.

St - is technical score of the proposal under consideration.

Sf - is financial score of the proposal under consideration.

F. Award of Contract

22. Award criteria, award of contract

WWF MWIOPO reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action

Prior to expiration of the period of proposal validity, WWF MWIOPO will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organization and activity concerned.

23. Notification

The tenderer whose tender has been accepted shall be informed as soon as possible and no later than during the period of time when the tender is binding for the tenderer.

Tenderers whose tenders have not been accepted shall be informed of this as soon as possible.

24. Signing of the contract

Within **one (1) week** of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

Annex II - General Conditions of Contract

1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis WWF MWIOP. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of WWF MWIOP .

2. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to WWF MWIOP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect WWF MWIOP and shall fulfill its commitments with the fullest regard to the interests of WWF MWIOP .

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4. ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of WWF MWIOP.

5. SUB-CONTRACTING

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of WWF MWIOP for all sub-contractors. The approval of WWF MWIOP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of WWF MWIOP has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, WWF MWIOP ,its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

9. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

WWF MWIOPPO shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the WWF MWIOPPO's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to WWF MWIOPPO in compliance with the requirements of the applicable law.

10. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF WWF MWIOPPO

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with WWF nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of WWF MWIOPPO , or any abbreviation of the name of WWF-MWIOPPO with its business or otherwise.

11. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of WWF MWIOPPO, shall be treated as confidential and shall be delivered only to WWF MWIOPPO authorized officials on completion of work under this Contract.

The Contractor may not communicate at any time to any other person, Government or authority external to WWF MWIOPPO, any information known to it by reason of its association with WWF MWIOPPO which has not been made public except with the authorization of WWF MWIOPPO ; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

Force majeure, as used in this Article, means war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.

In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to WWF MWIOPPO , of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify WWF MWIOPPO of any other changes in conditions or the occurrence of any

event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, WWF MWIOPPO shall take such action as, in its sole discretion; it considers being appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, WWF MWIOPPO shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

13. TERMINATION

Either party may terminate this Contract for cause, in whole or in part, upon **thirty** days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.

WWF MWIOPPO reserves the right to terminate without cause this Contract at any time upon **10** days prior written notice to the Contractor, in which case WWF MWIOPPO shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

In the event of any termination by WWF MWIOPPO under this Article, no payment shall be due from WWF MWIOPPO to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.

Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, WWF MWIOPPO may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform WWF MWIOPPO of the occurrence of any of the above events.

14. SETTLEMENT OF DISPUTES

Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof.

Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party.

The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

15. TAX

The Contractor shall be liable for all taxes arising out of payments made to you pursuant to the Contract.

16. TRAVEL

All air travel will be paid at the economy rate only, unless the Project Supervisor provides written consent to the contrary. Train travel will be paid at the first class rate where this cost does not exceed the cost of an economy air ticket for the same journey.

17. OBSERVANCE OF THE LAW

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

18. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against WWF unless provided by an amendment to this Contract signed by the authorized official of WWF.

Annex III - TERMS OF REFERENCE
FINANCIAL AUDIT OF THE “9F0759.02 – WWF MWIOPO POLICY WORKS”
PROJECT

I. Background

The Regional Representation of WWF in Madagascar and the West Indian Ocean has received a funding for a total amount of NOK 584,340 from NORAD and WWF-Norway as part of its project "WWF MWIOPO POLICY WORKS- 9F0759.02" for the period from July 1, 2011 to December 31, 2011.

Brief description of the project

The project's main objective is to promote the integration of global, regional and national policy issues to WWF/MWIOPO conservation goals and priorities i.e. to guide the development of consistent policies that affect conservation on the ground.

The Policy Plan is developed to influence decision-makers through a strong collaboration between the Policy Officer with the WWF MWIOPO senior staff and other stakeholders (GOM, Parastatal organizations, PTFs, Private Sector and CSOs) in performing the following tasks:

- **Identification of headings and strategic priorities** related to WWF MWIOPO policy issues as defined in its 2010-2015 conservation plan and in accordance with the current situation of each country
- **Preparation, amendment or finalization of position papers and policy strategies** of essential sector or intersector policies or legal frameworks at diverse levels including incentives, willingness and availability of stakeholders and host countries for their effective implementation
- **Identification of and strengthening relationship/partnership with key decisions makers** and other organizations. This should imply courtesy and/or regular visits and discussions with focus on WWF priority objectives at least to the key ministry Directors (Forests, Environment, Energy, Mine, Tourism and Fisheries) for multiple purposes; but overall, these aim to maintain continued good relationship with strategic decision-makers. These visits should be well-prepared with clear talking-points and can be redone again and again if ever there are changes within the government
- **Organization of or Participation in strategic meetings, workshops and round tables** related partly or entirely to policy issues with in order to facilitate stakeholder engagements and collaborations to actively address policy or legal issues.
- **On-going information research and dispatch on conservation and development policy data and issues** with selective dispatch depending on information sensitivity and the nature of stakeholders. This will ensure continued availability and update of WWF information related to policies resulting to more

proactive reactions at diverse level. This task will require a strong synergy with the WWF communication section and the other in-country NGOs

Organization

The project is implemented by WWF office in Antananarivo. All documents supporting all transactions are available in Antananarivo. The WWF office in Antananarivo is responsible for the consolidation of accounts, the preparation and submission of financial reports to WWF-Norway.

The key staff involved in the project are :

- Anitry Ny Aina Ratsifandrihamana, the Conservation Director, in charge of the technical supervision.
- Ndranto Razakamanarina, the Policy Officer, in charge of the implementation of activities.
- Bodovololona Rahamalivony, who manages the financial aspects of the project.

WWF-Norway plays the interface role between WWF-Madagascar and NORAD.

II. Expected outputs

The financial audit will seek to verify the regularity and sincerity of accounts and financial reports submitted by WWF-Madagascar. The audit should be conducted in accordance with International Standards on Auditing. The financial audit will cover the period from July 1, 2011 to December 31 2011. The audit firm will define the appropriate audit techniques to assert its opinion on the accounts and financial reports and to give its recommendations for an improvement of the WWF Madagascar's internal control system and project management.

Most of the funds received are expected to be spent by December 31, 2011. There are approximately 100 transactions in the income and expenditures accounts. Activities were conducted mainly in Antananarivo.

At the end of the consultancy work, the auditors will prepare an audit report in English. In addition, the audit firm will provide a letter specifying major observations and recommendations on the internal control system and the project management.

Characteristic of the audit firm: The audit firm should be recognized internationally.

Implementation schedule:

The expected schedule is as follows:

- December 21, 2011 and December 24, 2011: Publication of the call for tenders
- January 11, 2012: Deadline for the receipt of tenders
- January 16, 2012: request of non-objection from donor
- January 23, 2012: Briefing meeting and audit starting date
- February 10, 2012: Submission to WWF of the draft report, in English and for comments
- February 13, 2012 : Provision of WWF comments on the draft report
- February 17, 2012 at 12.00 a.m. at the latest: Submission of the final reports in 5 hard copies and 1 pdf file (electronic version). The reports will be written in English.

Annex IV PROPOSAL SUBMISSION FORM

Subject: RFP for the provision of FINANCIAL AUDIT OF THE “9F0759.02 – WWF MWIOPOLICY WORKS” PROJECT

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting services for the provision of **FINANCIAL AUDIT OF THE “9F0759.02 – WWF MWIOPOLICY WORKS” PROJECT** to WWF MWIOPOL for the sum as may be ascertained in accordance with the Financial Proposal attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 60 days from the date fixed for submission of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Dated this day /month of year

Signature

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

Annex V – FINANCIAL PROPOSAL

The Contractor is asked to prepare the **Financial proposal** as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

The financial proposal defining separately the fees from the refundable expenses, as well as identifying the VAT included and excluded amounts.

In addition to the hard copy, if possible please also provide the information electronically (soft copy).

Price Schedule: Request for Proposals for Services					
Description of Activity/Item		Unit	quantity	Unit cost	Estimated Amount
1.	Fees				
1.1					
1.2					
2.	Expenses				
2.1					
2.2					
2.3					
2.4					
2....					

Name of Contractor:

Signature of Contractor:

TABLE OF CONTENTS

REQUEST FOR PROPOSAL (RFP) DOCUMENT	1
ANNEX I - INSTRUCTIONS TO OFFERORS.....	2
A. INTRODUCTION.....	2
1. GENERAL.....	2
2. COST OF PROPOSAL	2
B. SOLICITATION DOCUMENTS	2
3. CONTENTS OF SOLICITATION DOCUMENTS	2
4. CLARIFICATION OF SOLICITATION DOCUMENTS	2
5. AMENDMENTS OF SOLICITATION DOCUMENTS	2
C. PREPARATION OF PROPOSALS.....	3
6. LANGUAGE OF THE PROPOSAL	3
7. DOCUMENTS COMPRISING THE PROPOSAL.....	3
8. PROPOSAL FORM	3
9. FINANCIAL PROPOSAL	4
10. PROPOSAL CURRENCIES.....	4
11. PERIOD OF VALIDITY OF PROPOSALS.....	4
12. FORMAT AND SIGNING OF PROPOSALS	4
13. PAYMENT	4
D. SUBMISSION OF PROPOSALS	4
14. SEALING AND MARKING OF PROPOSALS.....	4
15. DEADLINE FOR SUBMISSION OF PROPOSALS	5
16. LATE PROPOSALS	5
17. MODIFICATION AND WITHDRAWAL OF PROPOSALS.....	5
E. OPENING AND EVALUATION OF PROPOSALS	5
18. OPENING OF PROPOSALS	5
19. CLARIFICATION OF PROPOSALS	6
20. PRELIMINARY EXAMINATION.....	6
21. EVALUATION AND COMPARISON OF PROPOSALS.....	6
F. AWARD OF CONTRACT.....	8
22. AWARD CRITERIA, AWARD OF CONTRACT.....	8
23. NOTIFICATION	8
24. SIGNING OF THE CONTRACT	8
ANNEX II - GENERAL CONDITIONS OF CONTRACT	9
1. LEGAL STATUS	9
2. SOURCE OF INSTRUCTIONS	9
3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES	9
4. ASSIGNMENT	9
5. SUB-CONTRACTING.....	9
6. OFFICIALS NOT TO BENEFIT	9
7. INDEMNIFICATION	9
8. INSURANCE AND LIABILITIES TO THIRD PARTIES.....	10
9. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS	10
10. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF WWF MWIOPO	10

11.	CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION	10
12.	FORCE MAJEURE; OTHER CHANGES IN CONDITIONS	10
13.	TERMINATION	11
14.	SETTLEMENT OF DISPUTES.....	11
15.	TAX.....	12
16.	TRAVEL.....	12
17.	OBSERVANCE OF THE LAW.....	12
18.	AUTHORITY TO MODIFY	12
ANNEX III - TERMS OF REFERENCE		13
ANNEX IV PROPOSAL SUBMISSION FORM.....		15
ANNEX V – FINANCIAL PROPOSAL.....		16