

RFP Audit Services of Peru Social Benefits Rate

Terms of Reference

Purpose

TechnoServe Inc. (TNS) invites qualified and interested firms to participate in this competitive solicitation for pricing, delivery, and for the following services for the TechnoServe office in Peru.

Introduction

TechnoServe is a leader in harnessing the power of the private sector to help people lift themselves out of poverty. A nonprofit organization operating in 29 countries, we work with enterprising men and women in the developing world to build competitive farms, businesses, and industries. By linking people to information, capital, and markets, we have helped millions to create lasting prosperity for their families and communities. With 50 years of proven results, TechnoServe believes in the power of private enterprise to transform lives.

Background

TechnoServe Inc. (TNS) has signed a Cooperative Agreement with the US Agency for International Development (USAID). The purpose of this Cooperative Agreement is to provide support for the Coffee Alliance for Excellence program (CAFE).

CAFE aligns the interests, skills, and resources of USAID, TechnoServe, and other parties, along with a number of key private coffee companies and industry support organizations, around the shared objectives of increasing incomes for smallholder coffee farmers, strengthening their connections to input and output markets, and protecting the environment and natural resource base through the development of a profitable and sustainable coffee market system.

TechnoServe is working to increase the productivity, quality, and resulting incomes of 10,000 coffee farming households located throughout USAID's alternative development areas of San Martin, Huanuco, and Ucayali.

The effective date of this Cooperative Agreement (CA) is November 2nd, 2017. The estimated completion date of this CA is November 2nd, 2022.

TNS has agreed to comply with the terms and conditions set in the attachments included in the Cooperative Agreement. Within Attachment A, the second Budget Note establishes the following:

Fringe Benefits - [...] Following TechnoServe's annual review of the actual costs contributing to the previous calendar year's fringe rate, TechnoServe will notify USAID of the results of this review and credit or charge the program with any difference in the fringe rate.

Additionally, TechnoServe Peru will contract a local audit firm to conduct an audit of the Peru CCN fringe rate, once at project mid-term and again at the end of the project. This will provide increased visibility of the process to USAID Peru and validate the results of TechnoServe's annual reviews.

General Requirements and Scope of Work

The CAFE program has reached its mid-term point. Thus, our institution seeks audit services to assess, from the beginning of the program through June 30th, 2020, the methodology that TNS has followed annually to calculate the fringe benefits rate used to account for local personnel social benefits expenses. The consultancy's main objective is to ensure that the TNS methodology yields the same outcome as the actual benefits accrued to employees under Peruvian law.

The services provided should calculate the amount of the difference, if any, between how much the obligation would have been for salary and benefits under Peruvian law vs. how TNS calculated and accounted for local salaries and benefits so that TNS can credit or charge the donor accordingly.

Finally, the services should include reviewing and validating TNS Peru's personnel benefits to ensure compliance with applicable Peruvian labor and tax laws.

Bidders must list the main information needed from TNS to perform the services requested in these Terms of Reference (ToR). Additional information can be requested from TNS during the period of performance.

Bidders should have a valid certification by the Peruvian auditor's board and have previous audit experience including, but not limited to:

- Verifiable experience conducting audits of Non-Profit Organizations and working with International Cooperation organizations (prior experience with USAID will be highly desirable)
- Verifiable experience in auditing Peruvian entities in payroll-related topics
- Ability to deliver reports in English and Spanish and hold conversations with English-speaking interviewees.

The services will be carried out remotely due to the pandemic. Virtual meetings can be scheduled between TNS and the service provider to support/clarify the scope of work.

As a result of the services performed, the selected firm must deliver the following documents, which must be submitted in the English language:

- A document describing the work performed and the results of the conducted audit;
- A document detailing the amount of the differences determined through the review, with a breakdown per year and a brief explanation of the leading causes that triggered the differences;
- An assessment of TechnoServe Peru's compliance with tax and labor laws regarding personnel expenses with findings and recommendations.

In addition to complying with the terms agreed within the contract signed between TNS and the selected firm, the service provider must submit receipts that comply with Peruvian tax laws' regulations.

Period of Performance

The period of performance of the contract resulting from this solicitation is anticipated to begin within thirty natural days from the formal notification of selection and to last a maximum of thirty business days.

Bidders' proposals shall detail the estimated length of time required to accomplish all services detailed in these ToR, with detail on individual activity implementation dates.

Criteria for Selection

TNS will evaluate each response to these Terms of reference on the requirements set out in the solicitation and any addenda thereto. At the sole discretion of TNS, the top proposals may be selected for follow-up questions or to provide an oral presentation.

The following weighting and points will be assigned to the proposal for evaluation purposes:

Technical Proposal –40%			
Approach/Methodology to perform the requested services	20 points (maximum)	20 points (maximum)	40 total points
Quality and timeliness of work plan	20 points (maximum)	20 points (maximum)	
Management Proposal – 40%			
Project Team Structure	10 points (maximum)		40 total points
Staff Qualifications/Experience	15 points (maximum)		
Past Experience of the Firm in conducting similar work	15 points (maximum)		
Cost Proposal – 20%			20 total points
TOTAL			100 POINTS

TNS reserves the right to award the contract to the bidder whose proposal is deemed to be the most responsive to these ToR and in the best interest of TNS and USAID.

TNS will not award a contract to any bidder where there is an indication of a lack of business integrity.

The Organization with the winning proposal will be notified in writing. Those who were not selected will also be notified by TNS.

Form / Content of Response

All proposals shall:

1. Be in the English language.
2. Contain detailed cost in Peruvian soles and equivalency in US dollars, with applicable Tax/Charges clearly identified.

3. Have a minimum of 5 pages and a maximum of 7.
4. Describe the qualifications, experience, and capabilities the firm has in providing the services being requested by these Terms of Reference. Resumes or CVs of “key personnel” shall be submitted as an attachment.
5. Include three references from clients of the firm.
6. Include a contact name, email address, and telephone number to facilitate communication between TNS and the bidder.
7. Include a brief outline of the organization and services offered, including:
 - a. Full legal name, the jurisdiction of incorporation, and address of the company.
 - b. Full legal name and country of the citizenry of the firm’s President and/or Chief Executive Officer, and of all other officers and senior managers of the company.
 - c. Year the firm was established.

Schedule of Events

Questions regarding these Terms of reference may be addressed to peru-tender@tns.org and must be received no later than **January 20th, 2021**. Responses to all received questions will be distributed to all interested parties no later than **January 25th, 2021**.

Proposals responding to this tender should be addressed to the attention of Pamela Girano, Country Director for TechnoServe Peru and Susan Valentin, Finance & Administration Manager-TNS Peru at peru-tender@tns.org no later than **January 31st, 2021**.

Terms and Conditions

1. This document is not and shall not be considered an offer by TechnoServe.
2. An advance of 10% of the total cost will be paid when the contract is signed, and the remainder only after all deliverables have been received and the Country Director of TNS Peru has approved the deliverables in writing.
3. All responses must be received before **January 31st, 2021**. All late responses will be rejected.
4. All unresponsive responses will be rejected.
5. All proposals will be considered binding offers for the respondent. Prices proposed must be valid for the entire period provided by the respondent.

6. The approved service provider will be subject to TNS contractual terms and conditions and contingent on donor funding availability.
7. TNS reserves the right to accept or reject any proposal or cancel the solicitation process at any time and shall have no liability to the proposing organizations submitting proposals for such rejection or cancellation of the request for proposals.
8. TNS reserves the right to accept all or part of the proposal.
9. All information provided by TNS in these Terms of Reference is offered in good faith. Individual items are subject to change at any time, and all bidders will be provided with notification of any changes. TNS is not responsible or liable for any use of the information submitted by bidders or for any claims asserted therefrom.
10. TNS reserves the right to require any bidder to enter into a non-disclosure agreement.
11. The bidders are solely obligated to pay for any costs of any kind whatsoever, which may be incurred by the bidder or any third parties in connection with the Response. All responses and supporting documentation shall become the property of TNS, subject to claims of confidentiality in respect of the response and supporting documentation, which has been clearly marked confidential by the bidder.
12. Bidders are required to identify and disclose any actual or potential Conflict of Interest.

End of Terms of Reference