Eswatini
Competition Commission

The Kingdom of Eswatini
ESWATINI COMPETITION COMMISSION

Request for Proposal (RFP) for The

Provision of External Audit Services

Procurement Method:	**Open Tender**
Subject of Procurement:	**Request for Proposals for the Provision of External Audit Services**
Procurement Reference Number:	**ESCC 2027/28-05**
Date of Issue:	**26 October 2026**
Participation	**National**

PREFACE

This Tender Document has been prepared by the Eswatini Public Procurement Regulatory Agency to be used for the procurement of Consultancy Services.

The document is customized to be consistent with the Public Procurement Act No. 07 of 2011, the Public Procurement Regulations, 2020, other of the Laws of Eswatini, and international best practices".

This Request for Proposals (RFP) shall be used to procure Consultancy Services below E200,000

The sale of this tender document to potential consultant(s) is discouraged.

Those wishing to submit comments or questions on this Tender Document or to obtain additional information are encouraged to contact:

The Chief Executive Officer
Eswatini Public Procurement Regulatory Agency
RHUS Office Park, P.O. Box 9665
Karl Grant Street, Mbabane
ESWATINI
https://esppra.co.sz
info@esppra.co.sz

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Standard Invitation to Consultants

Request for Proposals for the Provision of External Audit Services- ESCC 2027/28-05

1. The Eswatini Competition Commission "the ESCC" has allocated funds to be used for the acquisition of External Audit Services
2. The Entity invites your sealed proposals for the provision of the above services.
3. Bidding will be conducted in accordance with the Government of Eswatini's Public Procurement Act and Regulations 2020 and the procedures described in Part 1: Proposal Procedures.
4. You may obtain further information and inspect the proposal documents at the address given below at 8(a) from 08:00 – 17:00 and tender documents in English.
5. Proposals must be delivered to the address below at 8(c) at or before *12 noon, on Friday, 27 November 2026.* Late proposals shall be rejected. Proposals will be opened in the presence of the consultants' representatives who choose to attend at the address below at 8(d) at *27/11/2026.*
6. Address and contact details:

(a)	Information about the proposal shall be accessed from:	www.escc.co.sz/www.esppra.co.sz
(b)	Documents will be issued from:	www.esppra.co.sz/ procrement@compco.co.sz
(c)	Bids must be delivered to:	Eswatini Competition Commission Reception, Highlands View, Emoyeni Road, Mountain Inn Area before 12noon on Friday, 27 November 2026
(d)	Address of bid opening:	Eswatini Competition Commission Reception, Highlands View, Emoyeni Road, Mountain Inn Area at 12:05 noon Friday, 27 November 2026

7. The planned procurement schedule (subject to changes) is as follows:

Activity	Date
a. Issue of invitation to tender letter	26 October 2026
b. Pre-proposal meeting/ Site visit (where applicable)	Not Applicable
c. Proposal closing date	27 November 2026
d. Evaluation process	09 December 2026
e. Notification and publication of Notice of Intention to Award	20 December 2026
f. Contract Award	15 January 2027

Signature:

Name:

Position of Authorised Official

PART 1 – Proposal Procedures

Section 1: Instructions to Consultants

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Section 1. Instructions to Consultants

A. General

1. Scope of Proposal

1.1 ESCC indicated in the Proposal Data Sheet (PDS), invites proposals for the provision of the Services specified in Section 6, Statement of Requirements (SOR) or Terms of Reference (TOR) to commence on the date indicated in the SOR/TOR.

1.2 Procurement will be undertaken in compliance with the Public Procurement Act, and its Regulations of 2020.

1.3 The Instructions to Consultants (ITC) should be read in conjunction with the PDS. The subject and procurement reference number are provided in the PDS.

1.4 Throughout this Request for Proposals Document:

(a) the term "in writing" means communicated in written form with proof of receipt;

(b) if the context so requires, singular means plural and vice versa;

(c) "day" means calendar day unless specified as working day.

2. Source of Funds

2.1 ESCC has an approved budget from [*Government funds, grants, donor funds, etc*] towards the cost of the procurement described in the PDS. ESCC intends to use these funds to place a contract for which this Request for Proposals Document is issued.

2.2 Payments will be made directly by ESCC and will be subject in all respects to the terms and conditions of the resulting contract placed by ESCC.

3. Corrupt Practices

3.1 It is the policy of the Government of The Kingdom of Eswatini through ESPPRA to require that Procuring Entities, as well as Consultants, observe the highest standards of ethics during procurement and the execution of contracts.

(a) In pursuit of this policy, the Government of Eswatini; defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value, to influence the action of a public official in the procurement process or in contract execution;

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(b) ESCC will reject a recommendation for award if it determines that the Consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract;

(c) The Agency will suspend a Consultant from engaging in any public procurement proceeding for a stated period of time, if it at any time determines that the Consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government contract.

3.2 Furthermore, Consultants shall be aware of the provision stated in Sub Clause 15.1(g)-(h) and Sub Clause 2.2 of the General Conditions of Contract.

3.3 In pursuit of the policy defined in Sub-Clause 3.1, ESCC may terminate a contract if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of ESCC or of a Consultant during the procurement or the execution of that contract.

3.4 In pursuit of the policy defined in Sub-clause 3.1, . the Code of Ethical Conduct for Consultants and Providers as provided in the bidding forms shall be signed by the Consultant and submitted together with the other bidding forms. The Government of Eswatini may suspend a Consultant from engaging in any public procurement or process for a period determined by the Eswatini Public Procurement Regulatory Agency (herein referred to as the Agency), where the Consultant is suspended from the procurement processes of an international agency of which Eswatini is a member.

3.5 Any communications between a Consultant and ESCC related to matters of alleged fraud or corruption must be made in writing and addressed to the Controlling Officer of ESCC.

4. Eligible Consultants

4.1 A Consultant, and all parties constituting the Consultant, shall meet the following criteria to be eligible to participate in public procurement:

(a) the Consultant has the legal capacity to enter into a contract;

(b) the Consultant is not:

(i) insolvent;

(ii) in receivership;

(iii) bankrupt; or

(iv) being wound up

(c) the Consultant's business activities have not been suspended

(d) the Consultant is not the subject of legal proceedings for any of the circumstances in (b); and

(e) the Consultant has fulfilled his or her obligations to pay taxes and social security contributions.

4.2 A Consultant may be a natural person, private entity, government-owned entity, subject to ITC Sub-Clause 4.6 or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, unless otherwise specified in the PDS, all parties shall be jointly and severally liable. In the case of a consortium or association, the formal intent shall be by way of Memorandum of Understanding which shall be registered with the Registrar of documents if signed in Eswatini or if signed outside Eswatini, shall be notarized.

4.3 A Consultant, and all parties constituting the Consultant including sub-contractors and key professional staff, shall have the nationality of an eligible country, in accordance with Section 5, Eligible Countries. A Consultant shall be deemed to have the nationality of a country if the Consultant is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors for any part of the Contract including related works or supplies.

4.4 A Consultant shall not have a conflict of interest, as defined in ITC Clause 5. All Consultants found to be in conflict of interest shall be disqualified.

4.5 A firm that is under a suspension by the Agency in accordance with ITC Clause 3.1 (c) or 3.4, at the date of the deadline for proposal submission or thereafter before contract signature, shall be disqualified.

4.6 Government-owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law.

4.7 Consultants shall provide such evidence of their continued eligibility satisfactory to ESCC, as ESCC shall reasonably request.

5. Conflict of Interest

5.1 The Eswatini Public Procurement Regulatory Framework requires that Consultants provide professional, objective, and impartial advice and at all times hold ESCC's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other Procuring Entities, or that may place them in a position of not being able to carry out the assignment in the best interests of ESCC.

5.2 A Consultant may be considered to have a conflict of interest with one or more parties in this procurement process, if they:

(a) have controlling shareholders in common; or

(b) receive or have received any direct or indirect subsidy from any of them; or

(c) have the same legal representative for purposes of this proposal; or

(d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the proposal of another Consultant, or influence the decisions of ESCC regarding this procurement process; or

(e) submit more than one proposal in this procurement process. However, this does not limit the participation of subcontractors in more than one proposal, or as Consultants and subcontractors simultaneously; or

(f) have been engaged, or any of their affiliates have been engaged, by ESCC to provide supplies or works for the same project: or

(g) may be in conflict with another of their, or their affiliates' assignments by performing this assignment.

5.3 Consultants hired to provide consultancy services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing supplies, works or services related to the initial assignment (other than a continuation of the Consultant's earlier consulting services) for the same project.

5.4 Consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the PDS and the factors used for the selection of the consultant will take the likelihood of continuation into account. It will be the exclusive decision of ESCC whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

5.5 Any previous or ongoing participation in relation to the assignment by the Consultant, its professional staff, or its affiliates or associates under a contract with ESCC or the Government of Eswatini may result in rejection of the proposal. Consultants should clarify their situation in that respect with the Procuring Entity before preparing the proposal.

B. Request for Proposals Document

6. Contents of Request for Proposals Document

6.1 This Request for Proposals Document consists of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITC Clause 8.

PART 1 Procurement Procedures

- Section 1. Instructions to Consultants (ITC)
- Section 2. Proposal Data Sheet (PDS)
- Section 3. Evaluation Methodology and Criteria
- Section 4. Proposal Forms
- Section 5. Eligible Countries

PART 2 Statement of Requirements

- Section 6. Statement of Requirements

PART 3 Contract

- Section 7. General Conditions of Contract (GCC) for the Procurement of Consultancy Services
- Section 8. Special Conditions of Contract (SCC)
- Section 9. Contract Forms

6.2 Proposals from Consultants who did not obtain the Request for Proposals Document directly from ESCC will be rejected during evaluation [Where pre-qualification has been done and RFP sent directly to pre-qualified consultants].

6.3 The Consultant is expected to examine all instructions, forms, terms, and requirements in the Request for Proposals Document. Failure to furnish all information or documentation required by the Request for Proposals Document may result in the rejection of the proposal.

7. Clarification of Request for Proposals Document

A prospective Consultant requiring any clarification of the Request for Proposals Document shall contact ESCC in writing at ESCC's address indicated in the PDS. ESCC will respond in writing to any request for clarification, provided that such request is received no later than the date indicated in the PDS. ESCC shall forward copies of its response to all Consultants who have acquired the Request for Proposals Document directly from it, including a description of the inquiry but without identifying its source. Should ESCC deem it necessary to amend the Request for Proposals Document as a result of a clarification, it shall do so following the procedure under
ITC Clause 8 and Sub-Clause 24.2.

8. Amendment of Request for Proposals Document

8.1 Prior to the deadline for submission of proposals, ESCC may amend the Request for Proposals Document by issuing addenda.

8.2 Any addendum issued shall be part of the Request for Proposals Document and shall be communicated in writing to all who have obtained the Request for Proposals Document directly from ESCC.

8.3 To give prospective Consultants reasonable time in which to take an addendum into account in preparing their proposals, ESCC may, at its discretion, extend the deadline for the submission of proposals, pursuant to ITC Sub-Clause 24.2.

C. Preparation of Proposals

9. Cost of Proposals

The Consultant shall bear all costs associated with the preparation and submission of its proposal, including any negotiations with or visits to ESCC, and ESCC shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

10. Language of Proposal and Communications

10.1 The medium of communication shall be in writing.

10.2 The proposal, as well as all correspondence and documents relating to the proposal exchanged by the Consultant and ESCC, shall be written in English unless otherwise specified in the PDS.

10.3 Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in ITC Sub-Clause 10.2, in which case, for purposes of interpretation of the proposal, such translation shall govern.

11. Preparation of Proposals

11.1 Consultants are required to prepare and submit separate technical and financial proposals. The proposal submission method shall be a one stage two-envelope method, unless otherwise specified in the PDS. The one stage two-envelope submission method requires a consultant to submit a single envelope containing two separately sealed envelopes, labelled technical and financial proposals which are opened on different dates at separate proposal openings.

11.2 A pre-proposal meeting will be held where necessary and shall be indicated in the PDS. Attendance at the pre-proposal meeting is optional.

12. Joint Ventures, Associations and Sub-contracting

12.1 If a Consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) or other Consultants or entities in a joint venture or by sub-contracting as appropriate, unless otherwise specified in the PDS.

12.2 Consultants must obtain the approval of ESCC to enter into a joint venture with Consultants not invited for this assignment or other short-listed Consultants.

12.3 International Consultants for large contracts are encouraged to seek the participation of national Consultants by entering into a joint venture with, or subcontracting part of the assignment to national Consultants.

13. Professional Staff

13.1 For assignments on a staff-time basis, the estimated number of professional staff-months or budget is given in the PDS. The proposal shall, however, be based on the number of professional staff-months estimated by the Consultant.

13.2 It is desirable that the majority of the key professional staff proposed are permanent employees of the Consultant or have an extended and stable working relationship with the Consultant.

13.3 Proposed professional staff must, as a minimum, have the experience indicated in the Statement of Requirements/Terms of Reference, preferably working under conditions similar to those prevailing in Eswatini.

13.4 The consultant and the professional staff shall confirm their availability for the assignment using the Forms included in section 4.

13.5 Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

13.6 As the determination of the Best Evaluated Proposal will be based, among other factors, on an evaluation of proposed key professional staff, ESCC expects to award a contract on the basis of the experts and specialists named in the proposal.

13.7 ESCC will not consider substitutions unless both parties agree that undue delay in the procurement process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the proposal may be rejected.

14. Technical Proposal

14.1 The technical proposal shall provide the following information using the standard forms contained in Section 4, Proposal Forms:

(a) The declarations included in the Technical Proposal Submission Sheet (Section 4.1.1);

(b) An outline of recent experience on assignments of a similar nature (Section 4.1.3). For each assignment, the outline should indicate, inter alia, the profiles of the staff proposed, the duration of the assignment, the contract amount and the Consultant's involvement;

(c) Any comments or suggestions on the Terms of Reference (Section 4.1.4);

(d) A description of the methodology for performing the assignment (Section 4.1.5);

(e) The list of the proposed staff team by specialism, the proposed assignment of tasks for each staff team member and their timing (Section 4.1.6);

(f) CVs of the proposed professional staff, signed by both the staff member and the authorised representative submitting the proposal (Section 4.1.7). Key information should include the number of years working for the Consultant and the degree of responsibility held in various assignments; Confirmation of availability of staff (Section 4.1.8)

(g) Estimates of the total staff input (professional and support staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Section 4.1.9);

(h) A description of the Work or Activity Schedule for performing the assignment (Section 4.1.10)

(i) A Tender Security or Tender Securing Declaration, as required by the ITC Clause 21 (Section 4.1.11 and 4.1.12);

(j) Written confirmation authorising the signatory of the proposal to commit the Consultant, in accordance with ITC Sub-Clause 22.2;

(k) Documentary evidence in accordance with ITC Clause 18 establishing the Consultant's eligibility;

(l) Documentary evidence in accordance with ITC Clause 19 establishing the Consultant's qualifications to perform the contract if its proposal is accepted;

(m) Any additional information requested in the PDS.

14.2 The technical proposal shall not include any financial information.

15. Financial Proposal

15.1 The financial proposal shall list all costs associated with the assignment, using the following standard forms contained in Section 4, Proposal Forms:

(a) Financial Proposal Submission Sheet (Section 4.2.1);

(b) Summary of Proposal Price Breakdown of Lump Sum (Section 4.2.2);

(c) Breakdown of Fees (Section 4.2.3);

(d) Breakdown of Reimbursables (Section 4.2.4) for staff (foreign and national in the field and at headquarters); such as subsistence (per diem, housing), transportation (international and local for mobilisation and demobilisation;

(e) Breakdown of Miscellaneous Expenses (Section 4.2.5), printing of documents, etc.;

(f) Any additional information requested in the PDS.

15.2 The total proposal price shall be broken down into the following cost components using the appropriate forms:

(a) Fees

(b) Reimbursable expenditure

(c) Miscellaneous expenses

15.3 Where indicated in the PDS, the total proposal price shall be broken down into the separate activities indicated in Section 6, Statement of Requirements with the cost elements in ITC Sub Clause 15.2 expressed for each activity.

15.4 The financial proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the Consultant and their personnel (other than nationals of
or permanent residents in Eswatini), unless the PDS specifies otherwise.

15.5 The completed financial proposal forms will be used to compile the Breakdown of Contract Price in any resulting Agreement as adjusted if necessary, during evaluation or negotiation. The Breakdown of Contract Price will determine prices for any additional Services or costs.

15.6 Where commissions and gratuities have or shall be paid by the Consultant in relation to the assignment these shall be listed in the Financial Proposal Submission Sheet.

16. Proposal Prices

16.1 Prices quoted by the Consultant shall be fixed during the Consultant's performance of the Contract and not subject to variation on any account, unless otherwise specified in the PDS. A proposal submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITC Clause 30. However, if in accordance with the PDS, prices quoted by the Consultant shall be subject to adjustment during the performance of the Contract, a proposal submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

17. Currencies of Proposal

17.1 Unless otherwise specified in the PDS, proposal prices shall be quoted in the following currencies:

(a) for Services originating in Eswatini, the proposal prices shall be quoted in Eswatini currency (Lilangeni), unless otherwise specified in the PDS; and

(b) for Services originating from outside Eswatini, the proposal prices shall be quoted in the currency of the expense or in the currency of the Consultant's country.

17.2 If a Consultant wishes to be paid in a currency or a combination of currencies different from the one in which it was requested to express its quotation, it shall as part of its offer:

(a) indicate its requirement to be paid in other currencies, including the amount in each currency or the percentage of the quoted price corresponding to each currency;

(b) justify, to ESCC's satisfaction, the requirement to be paid in the currencies requested; and

(c) utilise the rate of exchange specified by ESCC to express its offer in the currency required by ESCC. The source, date, and type of exchange rate to be used is indicated in ITC Clause 35.

18. Documents Establishing the Eligibility of the Consultant

18.1 To establish their eligibility in accordance with ITC Clause 4, Consultants shall complete the eligibility declarations in the Technical Proposal Submission Sheet, included in Section 4, Proposal Forms and submit the documents required in Section 3, Evaluation Methodology and Criteria.

19. Documents Establishing the Qualifications of the Consultant

19.1 To establish its qualifications to perform the Contract, the Consultant shall submit any evidence specified in Section 3, Evaluation Methodology and Criteria.

20. Period of Validity of Proposals

20.1 Proposals shall remain valid until the date specified in the PDS. A proposal valid for a shorter period shall be rejected by ESCC as non-compliant.

20.2 During this period, the Consultant is expected to keep available the professional staff proposed for the assignment. ESCC will make its best effort to complete the procurement process within this period.

20.3 In exceptional circumstances, prior to the expiration of the proposal validity period, ESCC may request Consultants to extend the period of validity of their proposals. The request and the responses shall be made in writing. If a Tender Security or Tender Securing Declaration is requested in accordance with ITC Clause 21, it shall also be extended for a corresponding period. A Consultant may refuse the request without being liable for forfeiture of its Tender Security or execution of its Tender Securing Declaration. A Consultant granting the request shall not be required or permitted to modify its proposal.

21. Tender Security

21.1 The Consultant shall furnish as part of its proposal a Tender Security or Tender Securing Declaration, in original form and in the case of a Tender Security, in the amount and currency specified in the PDS.

21.2 The Tender Security or Tender Securing Declaration shall be submitted using the Form included in Section 4, Proposal Forms. The Tender Securing Declaration shall be valid until the date specified in the PDS.

21.3 Any proposal not accompanied by a Tender Security or substantially responsive Tender Securing Declaration, if one is required in accordance with ITC Clause 21, shall be rejected by ESCC as non-compliant.

21.4 The Tender Security of all consultants shall be returned within the period stipulated in Regulation 52(17) of the Public Procurement Regulations of 2020.

21.5 If a Consultant withdraws its proposal during the period of proposal validity specified by the Consultant on the Proposal Submission Sheet, except as provided in ITC Sub-Clause 20.3; or

(a) The Tender Security may be forfeited, or Tender Securing Declaration executed if the successful Consultant fails to:

(i) sign the Contract in accordance with ITC Clause 43;

(ii) furnish any Performance Security required in accordance with ITC Clause 45; or

(iii) accept the correction of its proposal price pursuant to ITC Sub-Clause 31.5

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22. Format and Signing of Proposal

22.1 The Consultant shall prepare one original of each of the documents comprising the technical and the financial proposal as described in ITC Clauses 14 and 15 and clearly mark both "ORIGINAL". In addition, the Consultant shall submit copies of both the technical and financial proposals, in the number specified in the PDS and clearly mark each of them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2 The original and all copies of the proposal shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Consultant

The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the proposal, except for unamended printed literature, shall be signed or initialled by the person signing the proposal.

22.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the proposal.

D. Submission and Opening of Proposals

23. Sealing and Marking of Proposals

23.1 The original and all copies of the technical proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the financial proposal in a separate sealed envelope clearly marked "Financial Proposal". The envelopes shall be securely sealed in such a manner that opening and resealing cannot be achieved undetected.

23.2 The envelopes containing the technical and financial proposals shall:

(a) bear the name and address of the Consultant;

(b) be addressed to ESCC in accordance with ITC Clause 24.1; and

(c) bear the Procurement Reference Number of this procurement process.

23.3 The financial proposal shall also bear a warning "Do Not Open with the technical proposal".

23.4 The two envelopes shall be placed in an outer envelope which shall be securely sealed in such a manner that opening and resealing cannot be achieved undetected.

23.5 The outer envelope shall:

(a) bear the name and address of the Consultant;

(b) be addressed to ESCC in accordance with ITC Sub-Clause 24.1;

(c) bear the Procurement Reference number of this procurement process; and

(d) bear a warning not to open before the time and date for proposal opening, in accordance with ITC Sub-Clause 24.1.

23.6 If all envelopes are not sealed and marked as required, ESCC will assume no responsibility for the misplacement or premature opening of the proposal.

24. Deadline for Submission of Proposals

24.1 Proposals must be received by ESCC at the address and no later than the date and time indicated in the PDS.

24.2 ESCC may, at its discretion, extend the deadline for the submission of proposals by amending the Request for Proposals Document in accordance with ITC Clause 8, in which case all rights and obligations of ESCC and Consultants previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Proposals

25.1 ESCC shall not consider any proposal that arrives after the deadline for submission of proposals, in accordance with ITC Clause 24. Any proposal received by ESCC after the deadline for submission of proposals shall be declared late, rejected, and returned unopened to the Consultant.

26. Withdrawal and Replacement of Proposals

26.1 A Consultant may withdraw or replace its proposal after it has been submitted at any time before the deadline for submission of proposals by sending a written notice, duly signed by an authorised representative, which shall include a copy of the authorisation in accordance with ITC Sub-Clause 22.2. Any corresponding replacement of the proposal must accompany the respective written notice. All notices must be:

(a) submitted in accordance with ITC Clauses 22 and 23 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL” or “REPLACEMENT”; and

(b) received by ESCC prior to the deadline prescribed for submission of proposals, in accordance with ITC Clause 24.

26.2 Proposals requested to be withdrawn in accordance with ITC Sub-Clause 26.1 shall be returned unopened to the Consultant.

26.3 No proposal may be withdrawn or replaced in the interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Consultant on the Proposal Submission Sheet or any extension thereof.

26.4 Proposals may only be modified by withdrawal of the original proposal and submission of a replacement proposal in accordance with ITC Sub-Clause 26.1. Modifications submitted in any other way shall not be taken into account in the evaluation of proposals.

27. Proposal Opening

27.1 ESCC shall conduct the proposal opening in the presence of Consultants` designated representatives who choose to attend, at the address, date and time specified in the PDS.

27.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding proposal shall not be opened but returned to the Consultant. No proposal withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at the proposal opening.

27.3 All other outer envelopes including those marked “REPLACEMENT” shall be opened and the technical proposals within them opened. Replacement proposals shall be recorded as such on the record of the proposal opening. The corresponding proposal that is being replaced shall be returned unopened to the consultant.

27.4 All technical proposals shall be opened one at a time, reading out: the name of the Consultant; the presence of a Tender Security or Tender Securing Declaration, if required; and any other details as ESCC may consider appropriate. No proposal shall be rejected at the proposal opening.

27.5 Only envelopes that are opened and read out at the proposal opening shall be considered further.

27.6 The financial proposals shall remain sealed until the time and date notified for the opening of the financial proposals. Evaluators of technical proposals shall have no access to the financial proposals until the detailed evaluation is concluded and the result established.

27.7 ESCC shall prepare a record of the proposal opening that shall include, as a minimum: the name of the Consultant, the presence or absence of a Proposal Securing Declaration where required and any other information that is required to be stated at the public opening as indicated in the request for proposals. The Consultants’ representatives who are present shall be requested to sign the record. The omission of a Consultant’s signature on the record shall not invalidate the contents and effect of the record.

E. Evaluation of Proposals

28. Confidentiality

28.1 Information relating to the examination, evaluation, comparison, and post-qualification of proposals, and recommendation of contract award, shall not be disclosed to Consultants or any other persons not officially concerned with such process until information detailing the Best Evaluated Consultant is communicated to all Consultants.

28.2 Any effort by a Consultant to influence ESCC in the examination, evaluation, comparison, and post-qualification of the proposals or contract award decisions may result in the rejection of its proposal.

28.3 Notwithstanding ITC Clause 28.2, from the time of proposal opening to the time of Contract award, if any Consultant wishes to contact ESCC on any matter related to the procurement process, it should do so in writing.

29. Clarification of Proposals

29.1 To assist in the examination, evaluation, comparison and post-qualification of the proposals, ESCC may, at its discretion, ask any Consultant for a clarification of its proposal. Any clarification submitted by a Consultant that is not in response to a request by ESCC shall not be considered. ESCC's request for clarification and the response shall be in writing. No change in the price or substance of the proposal shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by ESCC in the evaluation of the financial proposals, in accordance with ITC Clause 31.4.

29.2 If a Consultant does not provide clarifications of its Proposal by the date and time set in the PE's request for clarification, its Proposal may be rejected.

30. Compliance and Responsiveness of Proposals

30.1 The Procuring Entity's determination of a proposal's compliance and responsiveness shall be based on the contents of the proposal itself.

30.2 A substantially compliant and responsive proposal is one that conforms to all the terms, conditions, and requirements of the Request for Proposals Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) is inconsistent with the request for proposal and which may limit in any substantial way, the rights of ESCC or the obligations of the consultant under the contract;

(b) if corrected would unfairly affect the competitive position of the other consultants whose proposals are administratively compliant; or

(c) impacts the key factors of a procurement including cost, risk, time and quality and causes unacceptable -

(i) time schedules, where it is stated in the request for proposals that time is of the essence;

(ii) alternative technical details, such as design, materials, workmanship, specifications, standards or methodologies; or

(iii) counter proposals with respect to key contract terms and conditions, such as payment terms, price adjustment, liquidated damages, sub-contracting or warranty.

30.3 If a proposal is not substantially compliant and responsive to the Request for Proposals Document, it shall be rejected by ESCC and may not subsequently be made compliant and responsive by the Consultant by correction of the material deviation, reservation, or omission.

31. Nonconformities, Errors, and Omissions

31.1 Provided that a proposal is substantially compliant and responsive, ESCC may waive any non-conformity or omission in the proposal that does not constitute a material deviation.

31.2 Provided that a proposal is substantially compliant and responsive, ESCC may request that the Consultant submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the proposal. Failure of the Consultant to comply with the request may result in the rejection of its proposal.

31.3 Provided that a proposal is substantially compliant and responsive, ESCC shall rectify nonmaterial nonconformities or omissions. To this effect, the proposal price may be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The cost of any missing items will be added to the proposal price using the highest price from other consultants.

31.4 Provided that the proposal is substantially compliant and responsive, ESCC shall correct arithmetic errors on the following basis:

(a) 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, unless in the opinion of ESCC there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.5 If the Consultant that submitted the best evaluated bid does not accept the correction of errors, its proposal shall be rejected.

32. Preliminary Examination of Proposals – Eligibility and Administrative Compliance

32.1 ESCC shall examine the legal documentation and other information submitted by Consultants to verify the eligibility of Consultants in accordance with ITC Clause 4.

32.2 If after the examination of eligibility, ESCC determines that the Consultant is not eligible, it shall reject the proposal.

32.3 ESCC shall examine the technical proposals to confirm that all documents and technical documentation requested in ITC Clause 14 has been provided, and to determine the completeness of each document submitted.

32.4 ESCC shall confirm that the following documents and information have been provided in the technical proposal. If any of these documents or information is missing, the offer shall be rejected.

(a) Technical Proposal Submission Sheet, including:

(i) a brief description of the services offered; and

(ii) the correct validity date of the proposal

(b) separately sealed financial proposal;

(c) written confirmation of authorisation to commit the Consultant; and

(d) a Tender Security or Tender Securing Declaration, if required.

32.5 Eligibility and administrative compliance shall be determined on a pass or fail basis and a proposal which is not eligible or administratively compliant shall be rejected at the preliminary stage of evaluation.

33. Detailed Evaluation

33.1 ESCC shall technically evaluate the proposals on the basis of the Consultant's responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and methodology specified in Section 3. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve any minimum technical score indicated in Section 3.

33.2 ESCC may, where so indicated in the PDS, conduct interviews with the key staff stated in the PDS. The expected method and date of interview shall be as indicated in the PDS. All costs associated with any interviews shall be for the account of the consultant(s) concerned. Consultants shall be provided with adequate notice of any interviews planned.

33.3 The proposals proceeding to the financial evaluation shall be determined in accordance with the methodology and criteria specified in Section 3.

34. Opening of Financial Proposals

34.1 After the detailed evaluation is completed, ESCC shall notify those Consultants whose proposals did not qualify for the financial opening, indicating reasons why their proposal was disqualified and that their financial proposals will be returned unopened after of at least 10 working days from display of the best evaluated consultant notice.

34.2 ESCC shall simultaneously notify the Consultant(s) whose proposals passed the technical evaluation stage, indicating the date and time set for the opening of financial proposal(s). The opening date shall not be sooner than fourteen (14) days after the notification date where foreign tenderers are included, or seven (7) days where all tenderers are national. The notification will be sent in writing.

34.3 The financial proposal(s) shall be opened in the presence of the Consultants' representatives who choose to attend. The name of the Consultant, the technical score, and the proposal price(s) shall be read out and recorded when the financial proposal(s) are opened. ESCC shall prepare minutes of the public opening.

35. Conversion to Single Currency

35.1 For evaluation and comparison purposes, ESCC shall convert all proposal prices expressed in the amounts in various currencies into a single currency. The exchange rate shall be the prevailing Central Bank of Eswatini exchange rate and shall not precede the tender submission deadline by less than twenty one (21) days. Should this date be a non-working day, the selling exchange rate on the date prior to this non-working day shall be used for currency conversion or as otherwise specified in the PDS.

36. Margin of Preference

36.1 Unless otherwise specified in the PDS, a margin of preference shall apply. Where a Margin of Preference applies, its application and detail shall be specified in Section 3, Evaluation Methodology and Criteria.

37. Financial Comparison of Proposals

37.1 ESCC shall financially compare each financial proposal that has been opened.

37.2 To financially evaluate a proposal, ESCC shall only use the criteria and methodologies defined in this Clause and in Section 3, Evaluation Methodology and Criteria. No other criteria or methodology shall be permitted.

37.3 In the calculation of the evaluated price of each proposal, ESCC shall include the costs stated in Section 3, Evaluation Methodology and Criteria.

37.4 To determine the evaluated price, ESCC shall consider the following:

(a) the proposal price;

(b) price adjustment for correction of arithmetic errors in accordance with ITC Sub-Clause 31.4;

(c) adjustment for nonconformities and omissions in accordance with ITC Sub-Clause 31.3; and

(d) adjustments due to the application of a margin of preference, in accordance with ITC Clause 36.

38. Determination of Best Evaluated Proposal

38.1 ESCC shall compare all substantially compliant and responsive proposals to determine the best evaluated bid/proposal, in accordance with Section 3, Evaluation Methodology and Criteria.

39. Post-qualification of the Consultant

39.1 If so stated in Section 3, ESCC shall determine to its satisfaction whether the Consultant that is selected as having submitted the best evaluated proposal is qualified to perform the Contract satisfactorily.

39.2 The determination shall be based upon an examination of the documentary evidence of the Consultant's qualifications submitted by the Consultant, pursuant to ITC Clause 19, to clarifications in accordance with ITC Clause 29 and the qualification criteria indicated in Section 3, Evaluation Methodology and Criteria. Factors not included in Section 3 shall not be used in the evaluation of the Consultant's qualifications.

39.3 An affirmative determination shall be a prerequisite for award of the Contract to the Consultant. A negative determination shall result in disqualification of the proposal, in which event ESCC shall proceed to the next best evaluated proposal to make a similar determination of that Consultant's capabilities to perform satisfactorily.

39.4 If pre-qualification has been conducted, no post-qualification will be conducted but pre-qualification information shall be verified.

40. Negotiations

40.1 Negotiations may be held with the best evaluated Consultant following the evaluation of proposals.

40.2 The cost of any negotiations or technical discussions shall be borne by the respective parties themselves.

F. Award of Contract

41. Award Procedure

41.1 ESCC shall issue a Notice of Intention to Award within ten (10) working days after a decision of the relevant approvals authority to award a contract, to all Consultants who participated and the Agency for publication on its website.

41.2 A Procuring Entity shall not award a contract to the best evaluated consultant until the lapse of ten (10) working days after the date of issuance of the notice of intention to award.

41.3 ESCC shall award the Contract to the Consultant whose offer has been determined to be the best evaluated proposal, provided that the Consultant is determined to be qualified to perform the Contract satisfactorily and subject to satisfactory negotiations.

42. Procuring Entity's Right to Accept or Reject Any or All Proposals

42.1 ESCC reserves the right to accept or reject any proposal, and to annul the procurement process and reject all proposals at any time prior to contract signature and issue by ESCC, without thereby incurring any liability to Consultants, subject to adherence to Regulation 26 and 27 of the Public Procurement Regulations of 2020.

43. Signing and effectiveness of the Contract

43.1 On expiry of the ten (10) working days after the date of issuance of the Letter of Appointment/ Letter of award, ESCC shall sign a contract with the successful Consultant.

43.2 Failure by the successful Consultant to sign the contract shall constitute sufficient ground for annulment of the contract award.

43.3 Effectiveness of the Contract shall be subject to any conditions specified in the Contract.

44. Debriefing

44.1 Where a Consultant requests information on the reasons for their success or failure of their proposal, after a Notice of Intention to Award has been issued, ESCC shall give the Consultant a written debrief.

45. Procurement Related Complaints and Administrative Review

45.1 The procedures for making a Procurement-related Complaint are as **specified in the PDS**.

46. Abnormal Low and Abnormally High Prices

46.1 Abnormally Low Prices

46.1.1 An Abnormally Low Price is one where the financial price, in combination with other constituent elements of the proposal, appears unreasonably low to the extent that the price raises material concerns with ESCC as to the capability of the Consulting firm to perform the Contract for the offered price.

46.1.2 In the event of identification of a potentially Abnormally Low Price by the evaluation committee, ESCC shall seek written clarification from the firm, including a detailed price analyses of its price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the RFP document.

46.1.2 After evaluation of the price analyses, if ESCC determines that the firm has failed to demonstrate its capability to perform the contract for the offered price, ESCC shall reject the firm's proposal.

46.2 Abnormally High Prices

46.2.1 An abnormally high price is one where the proposal price, in combination with other constituent elements of the proposal, appears unreasonably too high to the extent that ESCC is concerned that it (ESCC) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Consultants is compromised.

46.2.2 In case of an abnormally high tender price, ESCC shall make a survey of the market prices, check if the estimated cost of the contract is correct, and review the RFP to check if the Terms of Reference, scope of work and conditions of contract are contributory to the abnormally high proposals. ESCC may also seek written clarification from the Consultants on the reason or the high proposal price. ESCC shall proceed as follows:

i) If the proposal price is abnormally high based on wrong estimated cost of the contract, ESCC may accept or not accept the proposal depending on ESCC's budget considerations.

ii) If Terms of Reference, scope of work and/or conditions of contract are contributory to the abnormally high proposal prices, ESCC shall reject all proposals and may re-invite for proposals for the contract based on revised estimates, Terms of Reference, scope of work and conditions of contract.

46.2.3 If ESCC determines that the Proposal Price is abnormally too high because genuine competition between Consultants is compromised (often due to collusion, corruption or other manipulations), ESCC shall reject all Proposals and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise and inform the Agency, before re-inviting for proposals.

Section 2: Proposal Data Sheet

Instructions to Consultants Reference	Data relevant to the ITC
	A. General
ITC 1.1	ESCC is: **Eswatini Competition Commission**
ITC 1.3	**Subject:** The subject of the procurement is: **Request for Proposals for the Provision of External Audit Services**
ITC 1.3	**Reference:** The Procurement Reference Number is: **ESCC 2027/28-05**
ITC 4.2	**Joint Ventures:** Not Applicable
ITC 5.4	**Downstream work:** ESCC envisage the need for continuity for downstream work.
	B. Request for Proposals Document
ITC 7	**Clarification:** For clarification purposes only ESCC's address is: Attention: Procurement Unit Physical Address: Emoyeni Road, Highlands View, Mountain Inn Area Postal Address: P.O. Box 1976 Mbabane Email: procurement@compco.co.sz ESCC will respond to any request for clarification provided that such request is received no later than 16 November 2026
	C. Preparation of Proposals
ITC 11.1	**Submission Method:** The proposal submission method shall be: Physical/Hand delivered
ITC 12.1	**Joint ventures:** Not applicable.

Instructions to Consultants Reference	Data relevant to the ITC
ITC 12.2	Not applicable.
ITC 13.1	**Estimated Man Months:** The estimated number of professional staff-months required for the assignment is: 2 man months. *or* **Budget for the Assignment:** The allocated budget for the Assignment is E142,000.00
ITC 14.1(m)	**Additional information in Technical Proposal:** Additional information required in the Technical Proposal includes: .....
ITC 15.1 (f)	**Additional information in Financial Proposal:** Additional information required in the Financial Proposal includes: all taxes to be charged and shown on the propsal
ITC 15.3	**Price Breakdown:** The Financial Proposal be broken down into the price for each Activity.
ITC 15.4	**Taxes:** The Financial Proposal indicate taxes etc as a separate amount.
ITC 16.1	**Prices:** The prices quoted by the Consultant shall be: SZL (Eswatini Currency)
ITC 17.1 (a)	**Currency:** For Services originating in Eswatini the currency of the proposal shall be: SZL (Eswatini Currency)
ITC 17.1 (b)	**Currency:** For Services originating from outside of Eswatini the currency of the proposal shall be: SZL (Eswatini Currency)
ITC 20.1	**Validity:** Proposals must remain valid until 31 January 2027
ITC 21.1	**Tender Security or Tender Securing Declaration:** A Tender Securing Declaration ***shall*** be required.
ITC 21.2	**Validity of Tender Security or Tender Securing Declaration:** The Tender Security or Tender Securing Declaration shall be valid util contract award and signature
ITC 22.1	**Number of Copies:** In addition to the original of the technical and financial proposal, the number of copies of each required is: Two (2) Copies
ITC 22.2	**Form of Authorisation:** Power of Attorney or a Notarised Power of Attorney if signed outside Eswatini.
D. Submission and Opening of Proposals	

Part 2: Section 2. Proposal Data Sheet

ITC 24.1	**Proposal Submission:** For proposal submission purposes only, ESCC's address is :

Instructions to Consultants Reference	Data relevant to the ITC
	ATTENTION : **ESWATINI COMPETITION COMMISSION** Physical Address: HIGHLANDS VIEW, EMOYENI ROAD**, MBABANE** Town/City: **MBABANE** Country: **ESWATINI** The deadline for Tender submission is: **27 November 2026** Date and Time (SAST): **1200HRS**
ITC 27.1	**Proposal Opening:** The proposal opening for the technical proposal shall take place at: Physical Address: HIGHLANDS VIEW, EMOYENI ROAD**, MBABANE** Town/City: **MBABANE** Country: **ESWATINI** The deadline for Tender submission is: **27 November 2026** Date and Time (SAST): **1205HRS**
E. Evaluation of Proposals	
ITC 35	**Exchange Rate:** The currency that shall be used for financial comparison purposes to convert all proposal prices expressed in various currencies into a single currency is:. The source of exchange rate shall be: Central Bank of Eswatini. The date for the exchange rate shall be: .....
ITC 36.1	**Margin of Preference:** A margin of preference ***shall not*** apply. If a margin of preference applies, the application methodology and the level of margin shall be as stated in Section 3, Evaluation Methodology and Criteria.
ITC 45.1	The procedures for making a Procurement-related Complaint are detailed in the ESPPRA website https://esppra.co.sz If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, in writing (by the quickest means available, that is by email), to: **Title/position**: *Chief Executive Officer* **Procuring Entity**: *Eswatini Competition Commission* **Email address***: info@compco.co.sz* In summary, a Procurement-related Complaint may challenge any of the following:

Instructions to Consultants Reference	Data relevant to the ITC
	1. the terms of the Bidding Documents; and 2. ESCC's decision to award the contract.

Section 3. Evaluation Methodology and Criteria

A Evaluation Methodology

1. Methodology Used

The evaluation methodology to be used for the evaluation of proposals received shall be ***Quality and Cost Based Selection.***

Quality and Cost Based Selection (QCBS): *ESCC shall select the quality and cost-based selection method as the preferred method to be used in evaluating proposals. This implies that the proposal is judged on its quality and pricing (quality-price oriented)*

Quality Based Selection (QBS): *This method focuses on putting emphasis and selecting the highest quality proposed. Technical bid is evaluated against the set criteria on a merit point system to determine the best technical bid without accessing the financial bid. The quality of a bid shall be the primary factor to be considered. The best technical bid shall take priority in the first instance.*

Fixed Budget Selection (FBS): *This method indicates the available budget in the tender document. The consultants are requested to provide their best possible technical and financial proposals in separate envelopes within the budget. This method is appropriate only when the assignment is simple and can be precisely defined and when the budget is fixed. The consultant with the evaluated technical bid of the highest quality which is within the stated budget shall be recommended for the award of the contract.*

Least Cost Selection (LCS): *ESCC may use this method to identify the lowest priced bid which meets all the commercial and technical requirements. It is preferred for assignment of a standard or routine nature where well-established practices and standards exist.*

Single Source Selection (SSS): *This is where the contract is negotiated with a single consultancy. It is not a preferred technique because of its uncompetitive nature. The services are from a single source. It is only applicable if it presents a clear advantage over competitors. Single source selection can be adopted in the following circumstances: i) Where there is evidence that particular supplier has exclusive rights in respect to the consultancy services and no reasonable alternative or substitute exists; ii) For tasks that represent a natural continuation of previous services carried out by the firm; iii) In exceptional cases such as but not limited to; Response to a natural disaster and declaration of national emergency disaster. The justification of single source selection in the context of the overall interest of ESCC shall be issued by the controlling officer in writing.*

2. Summary of Methodology

The evaluation shall be conducted in three sequential stages –

(a) a preliminary examination to determine the eligibility of consultants and the administrative compliance of bids received;

(b) a detailed evaluation to determine the commercial and technical responsiveness of the eligible and compliant proposals; and

(c) a financial comparison to compare costs of the eligible, compliant, responsive proposals received and determine the best evaluated bid.

Failure of a proposal at any stage of the evaluation shall prevent further consideration at the next stage of evaluation.

B Preliminary Examination Criteria

3. Eligibility Criteria

3.1 The eligibility requirements shall be determined for: -

(a) Eligible Consultants in accordance with ITC Clause 4 and Section 40 of the Public Procurement Act, 2011; and

3.2 The documentation required to provide evidence of eligibility shall be: -

	Eligibility Requirement	Documentary Evidence to be Provided by the Consultant
(a)	The Consultant has legal capacity to enter into the contract	(i) Certificate of Incorporation or Registration (ii) Trading License for the current year Any other sufficient evidence
(b)	The Consultant is not insolvent, in receivership, bankrupt or being wound up, its affairs are not being administered by a court or a judicial officer, its business activities have not been suspended, and it is not the subject of legal proceedings for any of the foregoing	Financial Statements for the past 2 Years.
(c)	The Consultant has fulfilled its obligations to pay taxes	Tax Compliance Certificate issued by Tax Regulator
(d)	The Consultant has fulfilled its obligations to social security contributions	Eswatini National Provident Fund Compliance Certificate

(e)	The Consultant adheres to basic labour legislation	Labour Compliance Certificate
(f)	The Consultant does not have a conflict of interest in relation to the procurement requirement	Declaration of Eligibilty Form
(g)	The Consultant, or any of its directors or officers, have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of five years preceding the commencement of procurement proceedings	Police Clearances for directors or officers which is not older than 3 months
(f)	The Consultant is not subject to suspension in accordance with section 55 [of the Public Procurement Act, 2011][1], and none of its directors or officers have been involved in a tenderer or supplier currently subject to suspension	Declaration of Eligibility and Code of Ethical Conduct

[1] *Refers to suspension by the Eswatini Public Procurement Regulatory Agency*

3.3 A Power of Attorney signed outside Eswatini shall be notarized authorising signature of the bid on behalf of the Consultant.

3.4 For a Joint Venture, the documentation in Section 3.2 shall be required for each member of the Joint Venture and the following additional documentation shall be required:

(a) a certified copy of the Joint Venture Agreement or letter of intent to enter into such an agreement, which is legally binding on all partners, showing that:

(i) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

(ii) one of the partners will be nominated as being in charge, and receive instructions for and on behalf of any and all partners of the joint venture; and

(iii) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

(b) a Power of Attorney from each member of the JV nominating a Representative in the JV and a Power of Attorney from the JV nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

4. Administrative Compliance Criteria

The evaluation of Administrative Compliance shall be conducted in accordance with ITB Sub-Clauses 32.3 and 32.4.

C Detailed Evaluation Criteria

5. Technical Criteria

5.1 Technical responsiveness shall be evaluated in accordance with ITB Clause 33.

5.2 The Terms of Reference in the Statement of Requirements details the minimum technical requirements expected from the consultant. The Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals shall be as follows:

Criteria	Maximum Points
Specific Experience of the firm relevant to the assignment Number of years the firm has provided external audit services including with other public enterprises. 5 Years or more (20) 3 years or more but less than 5 years (12) 1 year or more but less than 3 years (8) *The bidder shall submit a schedule of similar external audit assignments completed within the preceding five years. The schedule shall identify the client, nature of the assignment, contract period and completion status. Only assignments supported by verifiable documentary evidence shall be considered for scoring.* ***Evidence required:*** *Company profile, list of relevant assignments, signed contracts or appointment letters or client references confirming the nature and duration of the assignments.*	*40*
Adequacy of the Proposed Approach and Methodology in responding to the Terms of Reference Understanding of The Terms of References and objectives (5) Proposed audit methodology, procedures and applicable auditing standards (8) Risk assessment, internal controls evaluation and identification of material misstatements (7) Quality assurance, supervision and review procedures (5) Approach to Audit reporting, communication and resolution of findings (5)	*30*
Similar Assignments undertaken by the firm Five or more assignments (5) 3 to 4 assignments (3) 1 to 2 assignments (2) *The bidder shall provide at least three client references for comparable assignments, where available, including the client's name, contact person, contact details and period of engagement. ESCC reserves the right to verify the references provided.* ***Evidence required****: Contact details of the referees, reference letters where available, and the relevant client's name and assignment period. ESCC may contact the referees to verify the information.*	*10*

Appropriateness of the Proposed Work Plan Clear audit phases, activities and deliverables (2) Realistic timelines and compliance with the required reporting deadlines (1) Allocation of staff and resources to the proposed activities (1) Provision for meetings, progress updates and timely submission of reports (1)	*5*
Relevant Qualifications and Experience of Key Personnel Lead Consultant must be a qualified Auditor and Registered Chartered Accountant (8) Support Staff must have professional accounting qualification degree in a business discipline such as Accounting, Finance, Information Systems etc. (7) ***Evidence required:*** *Curriculum vitae for each proposed team member, copies of professional qualifications, professional membership details where applicable, and a clear description of each person's role and relevant audit experience.*	*15*
Total:	**100 points**

The minimum technical score required to pass the technical evaluation is 75%.

D Financial Comparison Criteria

6. Financial Proposals for QCBS, FBS, LCS

Following the ranking of the Technical Proposals, and after internal approvals, ESCC shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following: (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score; (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;(iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

7. Combined Quality and Cost Evaluation

a. Quality and Cost Based Selection (QCBS) Method

7.1 In the case of Quality and Cost Based Selection (QCBS), the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions below. The Consultant that achieves the highest combined technical and financial score will be notified and invited for negotiations.

The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.

The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:

Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.

The weights given to the Technical (T) and Financial (P) Proposals are: T = _____*80,* and
P = ___ 20

Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following:

S = St x T% + Sf x P%.

Section 4. Proposal Forms

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4.1.9 Estimated Time Schedule for Professional Staff.
4.1.10 Activity (Work) Schedule.
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4.2 Financial Proposal - Standard Forms

4.2.1 Financial Proposal Submission Sheet.
4.2.2 Summary of Proposal Price (Breakdown of Lump Sum).
4.2.3 Breakdown of Fees.
4.2.4 Breakdown of Reimbursables.
4.2.5 Breakdown of Miscellaneous Expenses.

[This Proposal Submission Sheet should be on the letterhead of the Consultant and should be signed by a person with the proper authority to sign documents that are binding on the Consultant. It should be included by the Consultant in its technical proposal]

4.1.1 Technical Proposal Submission Sheet

Date: *[insert date (as day, month and year) of proposal submission]*
Procurement Reference No: *[insert Procurement Reference number]*

To: [insert complete name of Procuring Entity]

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Request for Proposals Document, including Addenda No.: *[insert the number and issuing date of each Addenda]*;

(b) We offer to provide the services in conformity with the Request for Proposals Document for the *[insert a brief description of the Services]*;

(c) We hereby submit our proposal which includes this technical proposal, and a financial proposal sealed under a separate envelope;

(d) Our proposal shall be valid until the date specified in ITC Clause 20.1 and it shall remain binding upon us and may be accepted at any time before and including that date;

(e) We, including any subcontractors or consultants for any part of the contract resulting from this procurement process, are eligible to participate in public procurement in accordance with ITC Clause 4.1;

(f) We, including any associates, Joint Venture partners or Sub-contractors for any part of the contract, have nationals from eligible countries *[insert the nationality of the Consultant, including that of all parties that comprise the Consultant, if the Consultant is a Joint Venture, consortium or association, and the nationality of each subcontractor]*;

(g) We have signed and undertake to abide by the Code of Ethical Conduct for Consultants attached during the procurement process and the execution of any resulting contract;

(h) We are not participating, as Consultants, in more than one proposal in this procurement process;

(i) We, including any subcontractors or consultants, do not have any conflict of interest and have not participated in the preparation of the original project for ESCC;

(j) We, our affiliates or subsidiaries—including any subcontractors for any part of the contract—have not been suspended by ESPPRA from participating in public procurement;

(k) Our Proposal is binding upon us, subject to modifications agreed during any contract negotiations, and we undertake to negotiate on the basis of the staff proposed in our Proposal;

(l) We understand that this Proposal, shall not be binding on the Entity until a formal contract is prepared and executed;

(m) We understand that you are not bound to accept the lowest proposal or any other proposal that you may receive;

Signed: *[signature of person whose name and capacity are shown below]*

Name: *[insert complete name of person signing the Proposal]*
In the capacity of *[insert legal capacity of person signing the proposal]*

Duly authorised to sign the proposal for and on behalf of: *[insert complete name of Consultant]*

Dated on _____day of _____, _____*[insert date of signing]*

4.1.2 CODE OF ETHICAL CONDUCT IN BUSINESS FOR CONSULTANTS

1. **Ethical Principles**
   Consultants and providers shall at all times-
   (a) maintain integrity and independence in their professional judgement and conduct;
   (b) comply with both the letter and the spirit of-
      i. the laws of Eswatini; and
      ii. any contract awarded.
   (c) avoid associations with businesses and organisations which are in conflict with this code.
2. **Standards**
   Consultants and providers shall-
   (a) strive to provide works, services and supplies of high quality and accept full responsibility for all works, services or supplies provided;
   (b) comply with the professional standards of their industry or of any professional body of which they are members.
3. **Conflict of Interest**
   Consultants and providers shall not accept contracts which would constitute a conflict of interest with, any prior or current contract with any Procuring Entity. Consultants and providers shall disclose to all concerned parties those conflicts of interest that cannot reasonably be avoided or escaped.
4. **Confidentiality and Accuracy of Information**
   (1) Information given by consultants and providers in the course of procurement processes or the performance of contracts shall be true, fair and not designed to mislead.
   (2) Providers shall respect the confidentiality of information received in the course of performance of a contract and shall not use such information for personal gain.
5. **Gifts and Hospitality**
   Consultants and providers shall not offer gifts or hospitality directly or indirectly, to staff of a Procuring Entity that might be viewed by others as having an influence on a government procurement decision.
6. **Inducements**
   (1) Consultants and providers shall not offer or give anything of value to influence the action of a public official in the procurement process or in contract execution.
   (2) Consultants and providers shall not ask a public official to do anything which is inconsistent with the Act, Regulations, Guidelines or the Code of Ethical Conduct in Business.
7. **Fraudulent Practices**
   Consultants and providers shall not-
   (a) collude with other businesses and organisations with the intention of depriving a Procuring Entity of the benefits of free and open competition;
   (b) enter into business arrangements that might prevent the effective operation of fair competition;
   (c) engage in deceptive financial practices, such as bribery, double billing or other improper financial practices;
   (d) misrepresent facts in order to influence a procurement process or the execution of a contract to the detriment of ESCC; or utter false documents;

(e) unlawfully obtain information relating to a procurement process in order to influence the process or execution of a contract to the detriment of the PE;
(f) withholding information from the PE during contract execution to the detriment of the PE.

I .....agree to comply with the above code of ethical conduct in business.

----------	**----------**
AUTHORISED SIGNATORY	**NAME OF CONSULTANT**

[The information requested is required in the format provided below and should be included by the Consultant in its proposal]

4.1.3 Consultant's References

Relevant services carried out in the last ..... years (*Insert number of years required)* that best illustrate experience.

Using the format below, provide information on each assignment for which the Consultant, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Consultant's Name: _____

<table>
<tr><td colspan="2">Assignment name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within country:</td><td>Professional Staff provided by consultant (profiles):</td></tr>
<tr><td colspan="2">Name of client:</td><td>Nº of staff:</td></tr>
<tr><td colspan="2">Address:</td><td>Nº of Staff-Months; Duration of assignment:</td></tr>
<tr><td>Start date (Month/Year):</td><td>Completion date (Month/Year):</td><td>Approx. Value of services (in Currency SZL):</td></tr>
<tr><td colspan="2">Name of Associated Consultants, if any:</td><td>Nº of Months of Professional Staff provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of senior staff (Project Director/Coordinator, Team Leader) involved, and functions performed:</td></tr>
<tr><td colspan="3">Narrative description of Project:</td></tr>
<tr><td colspan="3">Description of actual services provided by your Staff:</td></tr>
</table>

[The information requested is required in the format provided below and should be included by the Consultant in its proposal. If none, include form and state "None"]

4.1.4 Comments and Suggestions on the Terms of Reference

[*Comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.*]

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

[The information requested is required in the format provided below and should be included by the Consultant in its proposal]

4.1.5 Description of the Methodology for performing the Assignment

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal}:

a) Technical Approach and Methodology
b) Work Plan
c) Organization and Staffing}

a) ***Technical Approach and Methodology.***{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

b) ***Work Plan.***{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

c) ***Organization and Staffing.***{Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

[The information requested is required in the format provided below and should be included by the Consultant in its proposal]

4.1.6 Team Composition and Task Assignments

1. Technical/Managerial Staff		
Name	**Position**	**Task(s)**

2. Support Staff		
Name	**Position**	**Task(s)**

[The information requested is required in the format provided below and should be included by the Consultant in its proposal]

4.1.7 Format of Curriculum Vitae for Proposed Professional Staff

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., A-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

_____

_____

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	**Employing organization and your title/position. Contact information for references**	**Country**	**Summary of activities performed relevant to the Assignment**
[e.g., May 2000-present]	[e.g., Ministry of ……, advisor/consultant to… For references: Tel… ...../e-mail……; Mr. A2 , Project manager]		

Membership in Professional Associations and Publications:

_____

Language Skills (indicate only languages in which you can work): _____

_____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	**Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks**
{List all deliverables/tasks as in TECH-5 in which the Expert will be involved)	

Expert's contact information : (e-mail……., phone .....)

Certification:
I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{day/month/year}



Name of Expert Signature
Date

{day/month/year}



Name of authorized Representative of the Consultant (the same who signs the Proposal)

Signature

Date

4.1.8 Format for confirmation of availability of Key Professional Staff

Subject of procurement:		Procurement reference number	

Consultant	

List of key professional staff	Competencies of key professional staff	Percentage of time for which key staff shall be available

Confirmation

I ..... (insert name of consultant) hereby certify that the staff described above shall be available as indicated

Signature: _____ Name: _____

[The information requested is required in the format provided below and should be included by the Consultant in its proposal. Consultants may reproduce this format in landscape format if more practical but are responsible for its accurate reproduction.]

4.1.9 Estimated Time Schedule for Professional Staff

			Months (in the Form of a Bar Chart)												
Name	**Position**	**Reports Due/Activities**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**Number of Months**
															Subtotal (1)
															Subtotal (2)
															Subtotal (3)
															Subtotal (4)

Full-time: _____ Part-time: _____

Signature: _____

(Authorised Representative)

Full Name: _____ Title: _____

Consultant: _____

[The information requested is required in the format provided below and should be included by the Consultant in its proposal. Consultants may reproduce this format in landscape format if more practical but are responsible for its accurate reproduction]

4.1.10 Activity (Work) Schedule

A. Technical Input

	[1st, 2nd, etc. are months from the start of assignment.]											
	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th
Activity (Work)												

B. Completion and Submission of Reports and other Deliverables

Reports	Date
1. Inception Report	
2. Interim Progress Reports (a) First Status Report (b) Second Status Report	
3. Draft Final Report	
4. Final Report	
5. Other Deliverables	

4.1.11 Tender Securing Declaration

[The Consultant shall fill in this Form in accordance with the instructions indicated. If the Consultant is a Joint Venture, Consortium or Association the Proposal Securing Declaration must be in the name of the Joint Venture, Consortium or Association that submits the proposal. If the Joint Venture has not been legally constituted at the time of bidding, the Proposal Securing Declaration shall be in the names of all future partners as named in the letter of intent]

Date: *[insert date (as day, month and year) of Proposal Submission]*
Procurement Reference No.: *[insert reference number of selection process]*

To: *[insert complete name of Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, proposals must be supported by a Proposal Securing Declaration.

2. I/We accept that I/we may be debarred for three years by the Agency from being eligible for bidding in any contract with the Government of Eswatini, if we are in breach of our obligation(s) under the Request for Proposals conditions, because we:

a. have withdrawn our proposal during the period of proposal validity specified by us in the Technical Proposal Submission Sheet, except as provided in ITC Sub-Clause 20.3; or

b. having been notified of the acceptance of our proposal by ESCC, during the period of proposal validity, fail or refuse to:
   (i) sign the Contract in accordance with ITC Clause 43;
   (ii) furnish the Performance Security, in accordance with the ITC Clause 45; or
   (iii) accept the correction of our bid by ESCC, pursuant to ITC sub-Clause 31.4.

3. I/We understand this Proposal Securing Declaration shall expire on [*Insert date as per ITC Clause 21]*.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Proposal Securing Declaration]*

Name: *[insert complete name of person signing the Proposal Securing Declaration]*

Duly authorized to sign the proposal for and on behalf of: *[insert complete name of Consultant]*

Dated on _____day of _____, _____*[insert date of signing]*

4.1.13

Declaration of Eligibility

[The Tenderer must provide a signed declaration on its company letterhead in the following format. If the Proposal is being presented by a joint venture or consortium all members must each sign their declaration.]

[>>>Name of Tenderer, Address, and Date>>>]

Re Tender Reference ……..

In accordance with the eligibility requirements of the Invitation to Tender documents we hereby declare that: -

(a) We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract.

(b) We are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing.

(c) We have fulfilled our obligations to pay taxes and social security contributions.

(d) We declare that we adhere to basic labour legislation.

(e) We have not, and our directors or officers have not, been convicted of any criminal offence related to our/their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings; and

(f) I/We declare that we are eligible to participate in the above-mentioned public procurement tender as per paragraphs (a) – (e) above.

(g) We further declare that we are not Politicians and or Public Officers.

(h) That we do not have a conflict of interest in relation to the procurement requirement as defined in the Instructions to Tenderers.

(i) I/We are aware that, where it shall be found that any or all of the below mentioned directors of our Company have provided misleading information in preparing this tender document, the tender will be cancelled, and contracts awarded shall be terminated immediately.

Name_____(In the capacity of) _____

Authorised Representative Signature_____Date_____

4.2.1 Financial Proposal Submission Sheet

Date: *[insert date (as day, month and year) of proposal submission]*

Procurement Reference No: *[insert Procurement Reference number]*

To: *[insert complete name of Procuring Entity]*

We, the undersigned, declare that:

(a) The total price of our Proposal is: *[insert the total proposal price in words and figures, indicating the various amounts and the respective currencies]*, inclusive of local taxes;

(b) The following commissions, gratuities, or fees have been paid or are to be paid with respect to this procurement process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity. If none has been paid or is to be paid, indicate "none"];*

Name and address of Recipient	Purpose/ Reason	Currency and Amount

Name: _____*[insert complete name of person signing the proposal]*

In the capacity of _____*[insert legal capacity of person signing the proposal]*

Signed: _____*[signature of person whose name and capacity are shown above]*

Duly authorised to sign the proposal for and on behalf of: _____*[insert complete name of Consultant]*

Dated on _____day of _____, _____*[insert date of signing]*

[Consultants may reproduce this sheet in landscape format if more practical but are responsible for its accurate reproduction. State currency or currencies of proposal. If three currencies are not used state "nil" as appropriate. If the PDS requires the proposal price to be quoted separately for different Activities, complete this form as a "Summary of Proposal Price" for each activity and complete one overall Summary of prices.]

4.2.2 Summary of Proposal Price (Breakdown of Lump Sum)

Cost item	Currency	Amount(s)
Fees – currency 1		
Fees – currency 2		
Reimbursables – currency 1		
Reimbursables – currency 2		
Miscellaneous Expenses –currency 1		
Miscellaneous Expenses –currency 2		
Local taxes		
Total Lump Sum/Cost Estimate – currency 1		
Total Lump Sum/Cost Estimate – currency 2		

4.2.3 Breakdown of Fees

[Consultants may reproduce this sheet in landscape format if more practical but are responsible for its accurate reproduction. The Consultant should complete a separate form for each currency or add currency columns and show up to three totals. Complete this form for the total proposal or for each activity as indicated in the ITC]

State activity name or total proposal: _____

Name	Position	Input Qty	Unit *(Days/months etc.)*	Rate	Total
Grand Total					

4.2.4 Breakdown of Reimbursables

[Consultants may reproduce this sheet in landscape format if more practical but are responsible for its accurate reproduction. The Consultant should complete a separate form for each currency or add currency column and show up to three totals. Complete this form for the total proposal or for each activity as indicated in the ITC]

State activity name or total proposal: _____
Currency: _____

Description of Cost	Quantity	Unit of Measure	Unit Price	Total Price
Grand Total				

Notes: Local transportation costs are not to be included if local transportation is being made available by ESCC. Similarly, the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by ESCC.

4.2.5 Breakdown of Miscellaneous Expenses

[Consultants may reproduce this sheet in landscape format if more practical but are responsible for its accurate reproduction. The Consultant should complete a separate form for each currency or add currency column and show up to three totals. Complete this form for the total proposal or for each activity as indicated in the ITC].

State activity name or total proposal:_____Currency: _____

Description of Cost	Quantity	Unit of Measure	Unit Price	Total Price
Grand Total				

Section 5. Eligible Countries

Procurement Reference Number:

The above section is not applicable for National Firms

All countries are eligible except countries subject to the following provisions.

A country shall not be eligible if:

(a) as a matter of law or official regulation, the Government of Eswatini prohibits commercial relations with that country, provided that the Government of Eswatini is satisfied that such exclusion does not preclude effective competition for the provision of services required; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of Eswatini prohibits the provision of Services from that country or any payments to persons or entities in that country.

PART 2 - Statement of Requirements

Section 6. Statement of Requirements

Procurement Reference Number: ESCC 2026/27-05

Terms of Reference

Background and Introduction

The Eswatini Competition Commission (ESCC), hereinafter referred to as “the Commission”, is a statutory body established in terms of section 6 of the Competition Act, 2007. The Commission is responsible for promoting and maintaining fair competition in the economy through the prevention and control of anti-competitive practices and the regulation of mergers and acquisitions, among other functions.

The Commission is responsible for managing public funds received through Government subventions and generating revenue from its regulatory activities, including merger notification fees, interest income, rental income and other authorised sources.

In terms of section 28 of the Competition Act, 2007, the Commission is required to maintain proper books of accounts and other accounting records, and its accounts must be audited annually by independent auditors appointed by the Commission. Section 29 further provides for the submission of an annual report to the responsible Minister within the prescribed period, incorporating the required audited financial information. The applicable statutory provisions must be observed throughout the engagement.

The Commission therefore intends to appoint a suitably qualified, experienced and independent audit firm to provide external audit services in respect of its financial statements for the financial year(s) 2026/27, 2027/28, 2028/29 for three years.

The appointed audit firm will provide independent assurance on the fair presentation of the Commission's financial statements, the reliability of financial information and compliance with applicable financial reporting requirements. The audit will also assist the Commission in identifying material financial reporting risks, weaknesses in internal controls and opportunities to strengthen financial management and accountability.

Objective of the Assignment

The primary objective of the assignment is to conduct an independent external audit of the Commission's annual financial statements and express an independent audit opinion on whether those statements are prepared, in all material respects, in accordance with the applicable financial reporting framework and statutory requirements.

The specific objectives are to:

1. Determine whether the annual financial statements present fairly, in all material respects, the financial position, financial performance and cash flows of the Commission.
2. Obtain reasonable assurance that the financial statements as a whole are free from material misstatement, whether due to fraud or error.
3. Assess whether the Commission maintains proper accounting records that adequately support the preparation of its financial statements.
4. Evaluate the appropriateness of accounting policies, significant accounting estimates, judgements and disclosures applied in preparing the financial statements.
5. Examine the adequacy and operating effectiveness of relevant internal controls over financial reporting, including controls over revenue, expenditure, banking, payroll, assets and liabilities.
6. Assess compliance with applicable legislation, financial regulations, approved budgets, financial policies and other requirements that may materially affect the financial statements.
7. Identify material weaknesses in internal controls, financial management and accounting procedures and make practical recommendations for improvement.
8. Report identified misstatements, control deficiencies, irregularities and other significant findings to the Commission's authorised governance structures.
9. Provide the audited financial statements and associated audit reports within the agreed timeframe to facilitate the Commission's statutory reporting obligations.

Scope of Services

The appointed audit firm shall conduct the audit in accordance with the applicable International Standards on Auditing (ISAs), relevant requirements of the Eswatini Institute of Accountants, the applicable financial reporting framework and all relevant laws and regulations in force during the audit period.

The scope shall include, but shall not be limited to, the following areas.

a) It will include the performance of such tests and procedures necessary to obtain sufficient appropriate audit evidence amounts amounts, assertions and disclosures in the financial statements. The procedures selected will depend on the Auditor’s professional judgement, including assessment of risks of material misstatement of the financial statements, whether due to fraud or error.
b) The management and those charged with the governance of the authority are responsible for the preparation and fair presentation of the financial statements in accordance with International Financial Reporting Standards (IFRS). This responsibility includes designing, implementing and maintaining internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; selecting and applying appropriate accounting policies; and making accounting estimates that are reasonable in the circumstances.

c) In addition to the audit report, the auditors will prepare a “Management Letter”, in which they will provide comments, observations and recommendations on the system of internal control and other relevant matters in accordance with International Standards on Auditing (ISA) and regulations promulgated by the Eswatini Institute of Accountants.

Expected Outputs

a) Audit Report

(i) The list of financial information audited including the period covered, statement of the

responsibility of the entity's management and the responsibility of the auditor;

(ii) The scope and methodology used to include the description and the nature of the audit referencing; accounting standards that have been applied and indicate the effect of any deviations from these standards if any;

(iii) The audit standards that were applied.

(iv) The work of the Auditor performed.

(v) The Auditors opinion disclosing relating to International Standards on Auditing (ISA) published by the International Auditing Practices, Committee of the International Federation of Accountants, International Organization of supreme audit Institutions and whether the financial statements and supporting documents of Commission fairly present the cash receipts and expenditure in all material aspects and that the funds were used for the purposes defined, whether the financial transactions reflected in the financial statements are in accordance with International Financial Reporting Standards (IFRS), a summary assessment of the efficiency of the management and internal control systems,

(vi) The Auditor may expand the report to include other information and explanations not intended as a reservation.

(vii) Audited financial statement for the ESCC for each of the financial years.

(viii) Audit reports will be provided in English language.

b) Management Letter

The audit report should clearly state the Auditor's opinion and include the following;

The Auditors should submit a letter to the management at the completion of the audit. The issues to be covered in the letter should include;

(i) The assessment of the efficiency of the administration, management and internal control systems.

(ii) A description of any specific internal control weaknesses noted in financial management.

(iii) Recommendations to resolve/eliminate internal control weaknesses noted.

(iv) Management's comments/responses to audit findings and recommendations.

PART 3 - Contract

Section 7: General Conditions of Contract for the Procurement of Consultancy Services

Any resulting contract shall be subject to the Government of Eswatini General Conditions of Contract (GCC) for the Procurement of Consultancy Services available on the Agency's website except where modified by the Special Conditions below.

Section 8. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC clause reference	Special Conditions of Contract
	The Procurement Reference Number is: **ESCC 2026/27-05**
GCC 1.2 (e)	The Eligible Countries are those listed in Section 5 of the Request for Proposals Document. **Not Applicable**
GCC 1.2(k)	**Member in Charge:** The Member in Charge is: .....
GCC 4.1(f)	**Contract Documents**: Other documents forming part of the contract are: .....
GCC 4.4	**Authorised Representatives:** The Authorised Representatives are: for ESCC: ..... for the Consultant: .....
GCC 5.1	**Law:** The Contract shall be governed by the Laws of Eswatini.
GCC 7.1	**Notices:** The addresses for Notices are: for ESCC: Physical Address: Higlands View, Emoyeni Road, Mountain Inn Town/City: Mbabane P. O. Box No: 1976 Country: Eswatini Telephone: 24040111 Email: procurement@compco.co.sz For the **Consultant** Physical Address: ..... Town/City: ..... P. O. Box No: ..... Country: ..... Telephone: ..... Email: .....
GCC 8.1	**Commencement:** The Period within which the Services shall have commenced is: **Upon signing of Contract Agreement**
GCC 17.2	**Dispute settlement:** Dispute settlement shall be in accordance with the Alternative Dispute Resolution Process under the Laws of Eswatini.
GCC 18.1	**Completion of the Services:** The Period within which the Services shall have been completed following commencement of the Services is: **Within 3 Years.**

GCC clause reference	Special Conditions of Contract
GCC 19.5(c)	**Further Assistance:** ESCC shall provide the following further assistance: all necessary documents
GCC 20.1	**Counterpart Staff:** Counterpart Staff shall be provided
GCC 21.2	**Payment currencies:** Payments shall be made in the currency or currencies of the contract price. The exchange rate for purposes of payment shall be the Central Bank of Eswatini exchange rate prevailing at the time of financial proposal opening
GCC 22.1	**The Contract is a** Lump sum
GCC 24.1	**Documentation for Payment:** The following documentation shall be required to support invoices requesting payments: **Final Audited Financial Statements and Management Letter**
GCC 25.1	**Payment Schedule:** The payment schedule shall be: .....
GCC 26.1	**Advance Payment Guarantee:** An Advance Payment Guarantee **Shall not be** required. The period of validity of the Advance Payment Guarantee shall be: **N/A**
GCC 27.1	**Payment Period:** Payment shall be made by ESCC within 30 days of receipt and certification of the invoice accompanied by supporting documents and within 30 days in the case of the final payment.
GCC 31.5	**Additional provisions:** The additional provisions for Personnel time are: **N/A**
GCC 32.1	**Price variation:** The Contract Price including the remuneration rates is not subject to price variation for fluctuations in market, commodity or other variable rates.
GCC 33.1	**Taxes and duties:** The Consultant shall bear and pay all taxes, duties, and levies imposed on the Consultant, by all municipal, state or national government authorities:
GCC 34.5(c)	**ESCC's prior approval:** ESCC's prior approval is also required for: All
GCC 36.1	**Joint Venture requirements:** The individuals or firms in a joint venture, consortium or association shall be jointly and severally liable. Not Applicable
GCC 38.3(b)	**Additional activities prohibited:** The following activities are prohibited:
GCC 39.3	**Total Liability:** The total liability under the Contract shall be the total contract value.

GCC clause reference	Special Conditions of Contract
GCC 40.1	**Insurance taken out by Consultant:** The risks and coverage shall be: (i) Third Party motor vehicle (ii) Third Party liability (iii) Employer's liability and workers' compensation (iv) Professional liability (v) Loss or damage to equipment and property (vi) Other
GCC 44.1	**Restrictions on the use of Deliverables:** The future use of deliverables are restricted as follows:
GCC 47.2	**Personnel entitlements:** The Key Personnel shall be entitled to payment for: N/A

Section 9. Contract Forms

Table of Contract Forms

Agreement	**70**
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Agreement

For Lump Sum/Time Based Contracts

This Agreement is made this……. day of the month of.....between …… of …….. (hereinafter called the "Procuring Entity") and …….. of ..... hereinafter called the "Consultant").

WHEREAS

(a) ESCC has requested the Consultant to provide certain consultancy services (hereinafter called the "Services") as defined herein and attached to this Contract;

(b) the Consultant having represented to ESCC that it has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto agree as follows:

1. The documents forming the Contract shall be as stated in and in the order of priority stated in the General Conditions of Contract.

2. The mutual rights and obligations of ESCC and the Consultant shall be as set forth in the Contract, in particular:

   (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and

   (b) the Procuring Entity shall pay the Consultant the Contract Price of _____or such other sum as may become payable under the provisions of the Contract, at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Signed by _____(Authorized Representative of the Procuring Entity)

Name: _____ Position: _____

In the presence of:

Name: _____ Position: _____

Signed by _____(Authorized Representative of the Consultant)

Name: _____ Position: _____

In the presence of:

Name: _____ Position: _____

Appendices

APPENDIX A STATEMENT OF REQUIREMENTS

[Detailed descriptions of the Services to be provided, dates for completion of tasks, location of tasks, etc.]

APPENDIX B KEY PERSONNEL AND SUB-CONTRACTOR

B.1 Team Composition – Technical/Managerial Staff: Names, (where available), positions, assigned tasks and staff-months for each (Section 4 Table 4.1.5).

B.2 Team Composition – Support Staff [Names, where available], positions, assigned tasks and staff-months for each. (Same as B.1 for Key foreign Personnel to be assigned to work outside Eswatini). (Section 4 Table 4.1.5)

B.3 List of Sub-contractors (where available); same information with respect to their Personnel as in B.1.

B.4 List of Sub-contractors (where available); Same information as B.1 for Key local Personnel.]

B.5 Time Schedule for Professional Staff (Section 4 Table 4.1.7). Specify working hours, holidays and travel time, etc. in accordance with GC Clause 48.

APPENDIX C BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

[List here the elements of cost used to arrive at the breakdown of the lump-sum price—foreign currency portion:

C.1 Breakdown of Contract Price (summarising the main elements of the contract price detailing fees, reimbursables and miscellaneous expenses (Section 4 Table 4.2.2) :

C.2 Breakdown of Fees into the monthly rates for Personnel (Key Personnel and other Personnel) (Section 4 Table 4.2.3).

C.3. Breakdown of Reimbursable (Section 4 Table 4.2.4)

C.4 Breakdown of Miscellaneous Expenses (Section 4 Table 4.2.5)

This appendix will exclusively be used for determining remuneration for additional services.]

APPENDIX D BREAKDOWN OF CONTRACT PRICE IN ESWATINI LILANGENI

[List here the elements of cost used to arrive at the breakdown of the lump-sum price—local currency portion:

D.1 Breakdown of Contract Price (summarising the main elements of the contract price detailing fees, reimbursables and miscellaneous expenses (S. 4 Table 4.2.2)

D.2 Breakdown of Fees into the monthly rates for Personnel (Key Personnel and other Personnel) (Section 4 Table 4.2.3).

D.3. Breakdown of Reimbursable expenditures (Section 4 Table 4.2.4)

D.4 Breakdown of Miscellaneous Expenses (Section 4 Table 4.2.5). This appendix will exclusively be used for determining remuneration for additional services.

*[*The Advance Payment Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign documents that are binding on the Financial Institution]

Advance Payment Security

Date: [*insert date (as day, month, and year) of Advance Payment Security]*

Procurement Reference No.: *[insert Procurement Reference number]*

To: *[insert complete name of Procuring Entity]*

In accordance with the payment provision included in the Contract, in relation to advance payments, *[insert complete name of Consultant]* (hereinafter called "the Consultant") shall deposit with ESCC a security consisting of *[indicate type of security]*, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of *[insert currency and amount of guarantee in words and figures]*.

We, the undersigned *[insert complete name of Guarantor]*, legally domiciled in *[insert full address of Guarantor]* (hereinafter "the Guarantor"), as instructed by the Consultant, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to ESCC on its first demand without whatsoever right of objection on our part and without its first claim to the Consultant, in the amount not exceeding *[insert currency and amount of guarantee in words and figures]*.

This security shall remain valid and in full effect from the date of the advance payment received by the Consultant under the Contract until *[insert day and month], [insert year]*.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

Name: *[insert complete name of person signing the Security]*

In the capacity of *[insert legal capacity of person signing the Security]*

Signed: *[signature of person whose name and capacity are shown above]*

Duly authorised to sign the Security for and on behalf of: *[insert complete name of the Financial Institution]*

Dated on _____day of _____, _____*[insert date of signing]*

Disclaimer

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