

CONFIDENTIAL



**REQUEST FOR PROPOSAL FOR
THE PROVISION OF EXTERNAL AUDIT SERVICES**

SWAS RFP/01/2024-2025

Tender Closing Date: Thursday, 20th February 2025

CONFIDENTIALITY

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TABLE OF CONTENTS

PAGE

SECTION A: INTRODUCTION.....	3
1. BACKGROUND.....	3
2. SECTION B: SCOPE OF TENDER.....	Error! Bookmark not defined.
3. SECTION C: TERMS AND CONDITIONS OF TENDER.	Error! Bookmark not defined.
4. SECTION D : TENDER EVALUATION PROCESS AND CRITERIA.....	Error! Bookmark not defined.
5. SECTION E : SUBMISSION CHECKLIST.....	Error! Bookmark not defined.



SECTION A: INTRODUCTION

TERMS OF REFERENCE FOR THE PROVISION OF EXTERNAL AUDIT SERVICES

The Eswatini Standards Authority invites proposals for the provision of external audit services.

1. BACKGROUND

Eswatini Standards Authority (SWASA) is a fully state-owned enterprise, established by the Standards and Quality Act, 10, of 2003. SWASA has a mandate to fulfil as assigned by the Standards and Quality Act, 2003 which must always remain top priority. The control of the corporation is vested in a Council appointed by the Minister for Commerce Industry and Trade.

1.1 Vision

The outstanding service provider in quality standards for competitiveness

1.2 Mission

We provide internationally recognized quality standards and conformity assessment services to improve business performance and promote trade.

1.3 Strategic Objectives

SWASA strategic objectives according to the approved 2021-2024 strategy.

- Improved Financial Capacity and Management
- Asset/Infrastructure Acquisition and Management
- Developing Standards Relevant to the Eswatini Economy
- Improved Stakeholder Relations
- Promote a Quality Culture within the Kingdom of Eswatini
- Improved Customer Satisfaction
- Encourage the Uptake and use of Eswatini National Standards
- Heightened Prowess to Detect and Manage Risks
- Change Management
- Effective and Efficient Service Realization Processes
- Improved Efficiency of Network and ICT Systems Architecture
- Competent and High-Performance Teams
- Improved Institutional Capacity
- Human Resources Attraction and Retention



- Harmonious Employee Relations

2. OBJECTIVES OF THE EXTERNAL AUDIT SERVICES

The objective of this bid is to appoint a suitable, independent service provider that can provide external audit services for the Standards Authority and management of SWASA.

3. SCOPE OF THE WORK

- Undertake an independent annual audit of the Authority's financial results as of March 31, 2025 - 31 March 2027 in accordance with International Standards on Auditing (ISAs);
- Provide an independent opinion as to whether the financial statements fairly present the financial position of the Authority in accordance with International Financial Reporting Standards.
- Exercise professional judgement to identify and assess the risks of material misstatement in the financial statements;
- Evaluate the appropriateness of the Authority's accounting policies and internal controls and the reasonableness of any accounting estimates;
- Advise of any new audit or reporting standards that may apply to the Board;
- Provide the Authority with a management letter that includes comments on the audit, identifies any discrepancies in the Authority's reporting systems and suggestions for changes to reporting or governance;
- Draft financial statements and final audited statements must be provided by dates agreed during the planning meeting.
- Present the management report to Council

4. EXPECTED OUTCOMES AND DELIVERABLES

- Audited financial statements
- Management report

5. QUALITY ASSURANCE REVIEWS OF THE WORK

The service provider shall ensure that all work conforms to the ISA's.

6. MONITORING THE PROGRESS OF ASSIGNMENTS

On completion of the assignment, the auditor shall present the management report to the Finance, Audit & Risk Committee, the Chief Financial Officer and the ED.

7. INDEPENDENCE AND OBJECTIVITY OF STAFF

The Authority needs to be independent from the registered auditors it engages. In carrying out the work, the auditor must ensure that their staff members maintain objectivity by remaining independent of the activities they audit.

8. DURATION OF CONTRACT

The contract is expected to run for three years (2025 – 2027 financial years).



9. EVALUATION CRITERIA

Phase 1: Technical Evaluation

The evaluation of the technical part of the proposal will be on the basis of the candidate's responsiveness to the terms of reference, as well as the application of the evaluation criteria and points system as indicated below. Each responsive proposal will be given a technical score.

Criteria	Points Allocated
Experience of the firm in audit services, including specialised skills and expertise	40
Experience in the audit of public entities	20
Qualifications and experience of team members	30
Ability to provide the services and adequate institutional support	10
TOTAL	100

Phase 2: Financial evaluation

The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

10. TECHNICAL PROPOSAL AND CRITERIA

The written tender application should focus on the following aspects to qualify and be considered:

10.1 Experience of the firm in audit services, including specialised skills and expertise.

- ✓ Demonstration of the firm's substantial audit experience.
- ✓ Specialised skills and expertise in the audit field, with an emphasis on best practice methodology, tools and technology used.
- ✓ Availability of computer audit skills and tools.

10.2 Experience in the audit of public entities.

- ✓ Advanced understanding of and sufficient exposure to the Public Finance Management Act of 1999 and the Protocol on Corporate Governance for Public Entities.
- ✓ Experience in the auditing of public entities, with reference letters if possible.



- ✓ External references, the size of audits and the size of the client base.

10.3 Qualifications and experience of team members.

- ✓ Detailed CVs of the auditor/s who will be responsible for managing the audit and the person who will be signing the audit plan and reports.

10.4 Ability to provide the services and adequate institutional support.

- ✓ Shareholding and management structure.
- ✓ Years in business.
- ✓ Turnover fees for the past two to three years.
- ✓ Professional staff numbers.
- ✓ Discuss availability of key personnel. Availability of key personnel for duration of the contract
- ✓ Approach to work
- ✓ Schedule and timelines

11. DOCUMENTS TO BE SUBMITTED

11.1 Company Profile

11.2 Police Clearance for the Directors

11.3 An Original and Valid Tax Compliance Certificate.

11.4 A certified copy of Trading License.

11.5 Labour Compliance Certificate.

11.6 Form J.

11.7 Current Year Form C

11.8 A copy of the Tenderer's company audited annual financial statements for the past three years or since inception.

11.9 Names and Contact Details of at least three (3) reference customer

11.10 Completed Price Listing as per Section D of the Tender Document.

12. SUBMISSION DETAILS

Tenderers are required to submit 3 hard copies of their proposals and 1 copy on a USB stick or CD. Proposals should be forwarded by hand to the SWASA offices as described below by **12 Noon Thursday 20th February 2025.**

TENDER NUMBER SWASA RFP/01/2024-2025

The Executive Director

ESWATINI STANDARDS AUTHORITY

Office No. 2, Plot 247, Marbel Construction Premises

King Mswati III Avenue West & 11th Street

Matsapha Industrial Site.

P.O. Box 1399,

Matsapha

M202



13. TERMS AND CONDITIONS OF TENDER

- a. SWASA is seeking reliable, financially stable service providers who can meet its stringent cost, quality and service requirements;
- b. The tender document as well as all other correspondence and documents relating to the tender exchanged by the tenderer and SWASA, shall be written in the English;
- c. Tenderers should double check the prices quoted for accuracy before submitting their tender documents. Under no circumstances will SWASA accept any request for price adjustment on grounds that a mistake was made in the tendered prices;
- d. To assist in the examination, evaluation and comparison of tenders, SWASA may, at its discretion, ask the tenderer for a clarification on any part of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted;

14. By submission of the tender, the Tenderer implicitly certifies that:

- a. The prices in the tender have been arrived at independently without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices, with any other Tenderer or competitor;



- i. Unless otherwise required by law; the prices quoted in the tender have not knowingly been disclosed by the Tenderer and will not knowingly be disclosed, directly or indirectly, to any other Tenderer or competitor until he has been informed of the results of the Tender.
- ii. No attempt has been made or will be made by the Tenderer to induce any other tenderer or competitor to submit or abstain from submitting a tender for the purpose of restricting competition.
- iii. The Authority does not bind itself to accept the lowest or any tender nor give any reason for the acceptance or rejection of a tender. SWASA may accept a tender for a part of the quantity offered or reject any tender without assigning any reason.
- iv. Acceptance or rejection of tender offer will be communicated by a formal acceptance or rejection letter sent by fax, email and or normal post, directly to the tenderer. An acceptance by such letter will not mean SWASA is binding itself to an agreement.
- v. The Authority shall only be bound under the agreement once the terms and conditions of the contract are agreed between the parties. Failure to agree thereto for a period exceeding thirty (30) days will render the whole tender transaction null and void.
- vi. The offers shall be deemed to be under consideration immediately after the tender closing date until the Authority makes an official award of contract. Whilst the offers are under consideration, Tenderers and/or their representatives or other interested parties are advised to refrain from contacting SWASA by any means. If necessary, SWASA will obtain further clarifications on the offers by requesting for such information from any or all the tenderers, either in writing or through personal contacts, as may be considered necessary. The Authority reserves the right to eliminate from the evaluation a tenderer contravening this provision.
- vii. Tenderers will not be permitted to change the substance of their offers after the tender box has been opened.
- viii. SWASA reserves the right to modify, or change the specifications or even cancel the tender before the tender opening and such modifications or changes will be communicated to the tenderers in advance as and when decided.



- ix. Participation in this tender process, or in relation to any matter concerning the tender, will be at the tenderer's sole risk, cost and expense. SWASA will not be responsible in any circumstance for any costs or expenses incurred by any tenderer in preparing or lodging a tender or in taking part in the tender process or taking any action related to the tender process.
- x. Signed tender documents must be submitted by placing them in a suitably large envelope which must be sealed so as to ensure the contents cannot fall out or be viewed without opening the envelope.
- xi. Nothing shall prevent SWASA from conducting a diligence search of the business of the Tenderers.
- xii. Each page of the offer must be numbered consecutively, bear the tender number, signed and stamped by the Tenderer at the bottom. A reference to the total number of pages comprising the offer must be made at the top right-hand corner of the first page.
- xiii. The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialled by the person or persons signing the tender.

b. Tenders submitted by Fax, Telex or e-mail will not be accepted.

c. The Technical proposal should be placed in a sealed envelope clearly marked Technical Proposal, similarly the Financial proposal also placed in a sealed envelope clearly marked Financial Proposal and then both envelopes enclosed in one suitable envelope sealed and clearly marked:

REQUEST FOR PROPOSAL FOR THE PROVISION OF EXTERNAL AUDIT SERVICES: DO NOT OPEN BEFORE 12 NOON (ESWATINI TIME) ON 20th February 2025

TENDER NUMBER: SWAS RFP/01/2024-2025

Failure to mark the envelope clearly and accurately may result in rejection of the application.



- i. The Proposals must be sent to the address/addresses indicated above and received by the SWASA no later than the date and time indicated or any extension to this date. Any proposal received by the SWASA after the deadline for submission shall be returned unopened. No tender may be modified after the deadline for submission of tenders.
- ii. Tenders will be opened from 12h01pm on the date of closing at the SWASA Main Board Room, Marbel Construction, MATSAPHA. Tenderers are invited to attend the Tender Opening Meeting for which they will be informed if there are changes on the date.
- iii. The bid price will be read and recorded in the presence of all the Tenderers or their representatives present during the opening. However, tenders may be opened even if Tenderers or their representatives are not present at the scheduled time. Each Tenderer and the eventual contract holder agree to be bound by the laws of Eswatini and shall be subject to the Courts of the country. Each Tenderer shall indicate a place in Swaziland and specify it in the Tender as his domicilium, where all notifications may be served.
- iv. The Authority requires that Tenderers observe the highest standard of ethics during the procurement process and execution of contracts. When used in the present regulations, the following terms are defined as follows;
- v. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a company official in the procurement process or in contract execution; and



- vi. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of SWASA, and includes collusive practice among tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive SWASA of the benefits of free and open competition; SWASA will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being blacklisted from procurement at SWASA.
- vii. Tenderers and their officers, employees, agents and advisers must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other Tenderer or any other person in relation to the preparation or submission of tenders. In addition to any other remedies available under any law or any contract, the SWASA may at its sole discretion immediately reject any tender submitted by a tenderer that engaged in any collusive tendering, anti-competitive conduct or any other similar conduct with any other tenderer or any other person in relation to the preparation or submission of Tenders.
- viii. Any collusion amongst Tenderers or between Tenderers and SWASA personnel is forbidden and discovery of any such act will disqualify the Tenderer(s) and result in disciplinary action against the SWASA employee.
- ix. The tender, or contract if it has been concluded already, will be declared invalid if SWASA determines that the Tenderer, or any person acting on his behalf, has offered, promised or given a bribe, gift or other inducement to an officer or employee of SWASA with the intention of influencing the award of the contract.

d. Declaration of Eligibility

Tenderers are required to complete and return the declaration of eligibility

15. The tenderers must disclose, if they or any of their sub-contractor(s):



- a. Are or have been the subject of any proceedings or other arrangements relating to bankruptcy, insolvency or financial standing.
- b. Have been convicted of any offence relating to professional misconduct.
- c. Has not fulfilled any obligations relating to the payment of taxes in Swaziland.
- d. Disclosure extends to any company in the same group of a tenderer (including but not limited to parent subsidiary and sister companies, and companies with common shareholders whether direct or indirect and parties with whom the tenderer is associated, in respect of this tender).
- e. The Tenderer should provide satisfactory evidence acceptable to SWASA to show that:
 - i. It is a reputable company who has adequate technical knowledge, professional qualification, and wide experience in performing project management services.
 - ii. It has adequate financial stability and status to meet the stipulations under the contract. It is financially solvent and without current judgments or any other financial background which could prevent it from operating bank accounts, raising finance and conducting other activities which are essential to the running of a business.
 - iii. It has an adequately qualified and experienced team assigned for the work under this tender.
- f. The tender shall remain valid and open for acceptance by SWASA for a period of up to ninety (90) days after the submission of tenders.

16. Tenderers are advised to provide all relevant information as required.



- a. Any document submitted in reply to the Invitation to Tender shall become the property of the SWASA. SWASA will use commercially confidential or proprietary information solely for the purpose of the evaluation of tenders and the selection of a suitable contractor.
- b. Figures should not be altered or erased; any alteration should be effected by striking through the incorrect figures and inserting the correct figures in ink above the original figures. All such amendments should be initialled by the Tenderer in ink.
- c. Arithmetical errors will be rectified only if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity. In such case, the unit price shall prevail, and the total price shall be corrected. If the tenderer does not accept the correction of the errors, his tender will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.



- d. SWASA will award the contract to the tenderer whose tender has been determined to be substantially responsive to the tender documents and who has offered the best evaluated tender price, provided that, such tenderer has demonstrated the capability and resources to complete the contract, and has offered the appropriate equipment and experienced personnel for the intended operation.
- i. **Tenderers must provide the following information in two sets; one in hard copy and the other in a soft copy (scanned format); the technical and financial.**
1. Company profile.
 2. Police Clearance for the Directors
 3. An Original and Valid Tax Compliance Certificate.
 4. A certified copy of Trading License.
 5. Labour Compliance Certificate.
 6. Form J.
 7. Current Year Form C
 8. A copy of the Tenderer's company audited annual financial statements for the past three years or since inception.
 9. Names and Contact Details of at least three (3) reference customers
 10. Completed Price Listing as per Section D of the Tender Document.
- e. If the tenderer has any doubts as to the meaning of any portion of this document, he should set out in his covering letter the interpretation on which he relies. Clarification and Amendment of RFP Documents



- f. Consultants may request a clarification of any of the RFP documents up to 5 days before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure detailed below.
- g. At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.
- h. The onus is on tenderers to furnish sufficient information for a full technical and financial evaluation of offers.
- i. The Authority reserves the right at any point of the tender process, to disqualify any non-compliant tender proposal (i.e., proposals failing to meet the terms of these instructions) received.
- j. The Authority reserves the right to require a performance guarantee for any upfront payment required by the Service Provider.
- k. Tender prices must clearly reflect separately all taxes to be charged and should be in Emalangeni;
- l. Any query in connection with the Tender or the Invitation to Tender shall be submitted in writing to: procurement@swasa.co.sz**



17. TENDER EVALUATION PROCESS AND CRITERIA

Tenders shall be evaluated using, but not limited to the following tender evaluation criteria.

a. Evaluation of the Technical Proposals

i. The Evaluation Committee shall evaluate the Technical Proposals based on the following:

1. The responsiveness of the Tenderer to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive proposal shall be given a technical score.
2. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
3. After the technical evaluation is completed and the Board of Directors has provided its approval, the Agency shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process.
4. The Agency shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.

b. Opening of Financial Proposals



- i. Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. A Copy of the record shall be sent to all Consultants who request it.

c. Evaluation of Financial Proposals

- i. The Evaluation Committee shall correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. Activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, no corrections are applied to the Financial Proposal in this respect.



- ii. The Evaluation Committee will convert prices in various currencies to the single currency specified in the Data Sheet. The official selling rates used, provided by the source indicated in the Data Sheet, will be those in effect on the date indicated in the Data Sheet. The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed under the applicable law; and to be applied to foreign and non-permanent resident consultants (and to be paid under the contract, unless the consultant is exempted)

d. Evaluation of Quality Cost based Proposals

- i. The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

e. Place and Time for Negotiations

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

f. Technical Negotiations



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

g. Financial Negotiations

- i. If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm’s tax liability in the Client’s country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
- ii. Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.



- iii. Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.
- iv. After completing negotiations the Client shall award the Contract to the selected Consultant, and promptly notify all Consultants who have submitted proposals. After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.
- v. Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. This will be based on the following:

h. Unit pricing / costs for each service.

- i. Tender prices must clearly reflect separately all taxes to be charged.*

i. Award of Contract

- i. Prior to recommending an award of contract, SWASA will inform all tenderers in writing about the intention to award contract to the winning bid and tenderers are supposed to make their objections if any within ten days. Thereafter the SWASA shall award the contract to the Tenderer which has submitted a substantially responsive Tender, and who is recognized to have the capability to undertake and complete a contract.



- ii. Prior to the expiration of the Tender's validity, the SWASA shall notify the successful Tenderer in writing that its Tender has been accepted. The successful Tenderer will be expected to sign a contract within 14 (fourteen) days of the notification of award and will notify each unsuccessful Tenderer as per Circular No. 3 of 2015 of the Procurement Act.

18. EVALUATION CRITERIA AND WEIGHTINGS

Non-Price Elements: Criteria and weightings are summarised below;

Criteria, sub-criteria and point system for the evaluation of Full Technical Proposals are:		
Technical Criteria	Technical Sub-criteria	Maximum Points
Overall Response	<ul style="list-style-type: none"> • Completeness of response • Overall concurrence between RFP requirements and proposal 	
Maximum Points		10
Company and Key Personnel	<ul style="list-style-type: none"> • Experience of the firm in external audit services, including specialised skills and expertise • Experience in the audit of public entities • Qualifications and experience of team members 	

Maximum Points		70
Proposed Methodology and Approach	<ul style="list-style-type: none"> • Ability to provide the services and adequate institutional support 	
Maximum Points		20
Total Maximum		100



	The price/cost of each of the technically compliant proposals shall be considered only after evaluation of the above technical criteria.
	The minimum Technical Score (St) required to pass is: 70 (seventy)
	Evaluation of the Financial Proposals
	<p>Foreign currency rate will be converted to Lilangeni (SZL) at the official selling rate published by the Central Bank of Swaziland on the day of the latest submission date of the tender.</p> <p>Evaluation will take place in Lilangeni (SZL) only.</p>
	Evaluation of Quality Cost Based Proposals
	<p>The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as follows: $Sf = 100 \times Fm / F$, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.</p> <p>Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.</p> <p>The weights given to the Technical and Financial Proposals are: T = 0.6 P = 0.4</p>

19. SUBMISSION CHECKLIST

REQUIREMENT	AVAILABLE / NOT AVAILABLE (Please



	tick - ✓ or cross – x as appropriate)
A. Company profile.	
B. A Certified copy of a Trading Licence.	
C. An Original and Valid Tax Compliance Certificate.	
D. Labour Compliance Certificate	
E. Form J	
F. Current Year Form C	
G. A Copy of the Tenderers Audited Financial Statements for the past three years or since inception.	
H. Names and contact details of at least three (3) reference customers.	
I. Completed Price Listing as per Section D of the Tender Document.	
J. Statement of joint ventures/partnerships (if any).	

NB: Please submit checklist attached on the first page of tender documents. The documents must follow the sequence on the checklist.

20. DECLARATION OF ELIGIBILITY

(The Service Provider must provide a signed declaration on its company letterhead in the following format.)

[>>>Name of Consultancy firm, Address, and Date>>>]

To: The Executive Director

Eswatini Standards Authority

P O Box 1399



Matsapha

Dear Sir,

(1) REQUEST FOR PROPOSAL: SWAS RFP/01/2024-2025

We hereby declare that: -

- a) I/We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract;
- b) I/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) I/We have fulfilled our obligations to pay taxes and social security contributions;
- d) I/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
- e) I/We do not have a conflict of interest in relation to the procurement requirement.
- f) I/We do not have 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;
- g) I/We are not subject to suspension in accordance with section 55, and none of its directors or officers have been involved in a tenderer or supplier currently subject to suspension.

Signed

Authorised Representative

Date



21. FORM OF TENDER

I.....certify that I am a person duly authorised to sign tenders/quotations for and on behalf of:

.....

The bidder, having examined the Invitation to Tender and any other documents released by Eswatini Standards Authority (or issued in support thereof) for the supply of External Audit Services, hereby offers to supply the Services, in conformity with the said Conditions and to the reasonable satisfaction of Eswatini Standards Authority.

The bidder also hereby warrants and undertakes to Eswatini Standards Authority that:

The accompanying information has been diligently prepared to conform to the instructions for bidders

The amount or approximate amount of the Tender has not been communicated to a person other than the person calling for Tenders.

We have not entered into any agreement with any other person that s/he shall refrain from tendering or as to the amount of any other tenders to be submitted.

We understand that the lowest Tender will not necessarily be accepted.

Authorised Signatory.....

Name in CAPITAL LETTERS.....

Address.....

Date.....

Phone No.....

Job Title.....

Email.....

