



**ESWATINI
COMMUNICATIONS
COMMISSION**

REQUEST FOR PROPOSAL

TENDER NUMBER: ESCCOM/FIN/001/2024-2025

TENDER NAME: PROVISION OF EXTERNAL AUDITING SERVICES

COMMERCIAL AND LEGAL COMPLIANCE

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I. INSTRUCTIONS TO BIDDERS

I.1. PROPOSAL DATA SHEET

Paragraph Reference	
1.	Definitions
1.1	Name of the Organisation: Eswatini Communications Commission (ESCCOM) referred to as “the Commission” Method of selection: Quality and Cost Based Selection (QCBS)
1.2	Name of Assignment: PROVISION OF EXTERNAL AUDITING SERVICES
2.	Validity
2.1	Proposals must remain valid for 90 (ninety) days after the submission date.
3 .	Clarification and Amendment of RFP Documents
3.1	Clarifications may be requested in writing (email only), but no later than 10 January 2025 The address for requesting clarifications is: procurement@esccom.org.sz
4.	Preparation of the Technical Proposal
4.1	As required in the Evaluation Criteria, Section 7, the following documents shall be included as Appendices to the Technical Proposal. <ul style="list-style-type: none">4.1.1 Copy of receipt for tender purchase at cost of E 500.004.1.2 Original Valid Tax Compliance Certificate4.1.3 Certificate of Incorporation4.1.4 Form J & C4.1.5 Company Profile with CVs of Key Personnel4.1.6 Certified Copy of Valid Labour Compliance Certificate4.1.7 Police clearance for at least two (2) Company Directors (obtained within six months)4.1.8 Certified Copy of Valid Trading Licence4.1.9 Names and contact details of at least three (3) recent reference customers
5.	Preparation of the Financial Proposal

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5.1	<p>Taxes: VAT at (15%) shall be levied on the gross amount paid based on the invoice amount of the project.</p> <p>Information on taxes may be obtained from the following: The Commissioner of Taxes P.O. Box 186 Mbabane Eswatini Tel. +268 2406 4050 (contact centre)</p>
6.	Packing and Submission of the Proposal
6.1	The Bidder must submit the 1 original hard copy and 1 soft copy in a flash drive of the Technical Proposal and 1 original hard copy and 1 soft copy in a flash drive of the Financial Proposal.
6.2	<p>The proposal shall consist of a Technical Proposal and a Financial Proposal, which shall be in SEPARATE SEALED ENVELOPES marked;</p> <p style="text-align: center;">TECHNICAL PROPOSAL TENDER NUMBER: ESCCOM/FIN/001/2024-2025 TENDER NAME: PROVISION OF EXTERNAL AUDITING SERVICES</p> <p style="text-align: center;">NAME OF THE BIDDING COMPANY/ORGANISATION/FIRM</p> <p>And,</p> <p style="text-align: center;">FINANCIAL PROPOSAL TENDER NUMBER: ESCCOM/FIN/001/2024-2025 TENDER NAME: PROVISION OF EXTERNAL AUDITING SERVICES</p> <p style="text-align: center;">NAME OF THE BIDDING COMPANY/ORGANISATION/FIRM</p> <p>Respectively.</p> <p>The two envelopes must be enclosed in a sealed outer envelope, which shall be marked:</p> <p style="text-align: center;">TENDER NUMBER: ESCCOM/FIN/001/2024-2025 TENDER NAME: PROVISION OF EXTERNAL AUDITING SERVICES</p> <p>Do Not Open before 12:00 hours (CAT) on 17 January 2025</p> <p>and addressed to:</p> <p>The Tender Board Eswatini Communications Commission Mbabane Office Park Mbabane Eswatini</p>

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	<p>Failure to mark the envelope clearly and accurately may result in rejection of the application.</p> <p>The Proposal should be deposited in the Tender Box situated at the Eswatini Communications Commission, Mbabane Office Park, MBABANE at the latest by 12:00 hours (CAT) on the 17th January 2025</p> <p>Late applications will not be considered.</p>									
7.	Evaluation of the Technical Proposals									
7.1	<p>Tenders shall be evaluated using, but not limited to the following tender evaluation criteria: There are six components in the tender evaluation process, five of which are non-financial and the last one being financial. These are set out below:</p> <table><tr><th>Technical Criteria</th><th>Technical Sub-criteria</th><th>Maximum Points</th></tr><tr><td>Overall Response</td><td><ul style="list-style-type: none">• Experience and knowledge in preparing financial statements• Range and depth of experience with projects of similar nature and magnitude.• Client references with written testimonials from 3 organisations/entities with contact details and contact person</td><td>40</td></tr><tr><td>The Service Provider and Key personnel</td><td><ul style="list-style-type: none">• Key personnel: relevant experience and qualifications<ol style="list-style-type: none">1. Lead auditor/Partner – Chartered Accountant and Bachelors Degree in the field (Accounting, Business, Finance, Computer information systems)<ul style="list-style-type: none">- Masters degree will be an added advantage- Atleast 10 years experience2. Audit Manager - Bachelors Degree in the field (Accounting, Business, Finance, Computer information systems)<ul style="list-style-type: none">- Masters degree will be an added advantage- Atleast 6 years experience3. Audit Team - Bachelors Degree Degree in the field (Accounting, Business, Finance, Computer information systems) Atleast<ul style="list-style-type: none">- 2 years experience</td><td>35</td></tr></table>	Technical Criteria	Technical Sub-criteria	Maximum Points	Overall Response	<ul style="list-style-type: none">• Experience and knowledge in preparing financial statements• Range and depth of experience with projects of similar nature and magnitude.• Client references with written testimonials from 3 organisations/entities with contact details and contact person	40	The Service Provider and Key personnel	<ul style="list-style-type: none">• Key personnel: relevant experience and qualifications<ol style="list-style-type: none">1. Lead auditor/Partner – Chartered Accountant and Bachelors Degree in the field (Accounting, Business, Finance, Computer information systems)<ul style="list-style-type: none">- Masters degree will be an added advantage- Atleast 10 years experience2. Audit Manager - Bachelors Degree in the field (Accounting, Business, Finance, Computer information systems)<ul style="list-style-type: none">- Masters degree will be an added advantage- Atleast 6 years experience3. Audit Team - Bachelors Degree Degree in the field (Accounting, Business, Finance, Computer information systems) Atleast<ul style="list-style-type: none">- 2 years experience	35
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Overall Response	<ul style="list-style-type: none">• Experience and knowledge in preparing financial statements• Range and depth of experience with projects of similar nature and magnitude.• Client references with written testimonials from 3 organisations/entities with contact details and contact person	40								
The Service Provider and Key personnel	<ul style="list-style-type: none">• Key personnel: relevant experience and qualifications<ol style="list-style-type: none">1. Lead auditor/Partner – Chartered Accountant and Bachelors Degree in the field (Accounting, Business, Finance, Computer information systems)<ul style="list-style-type: none">- Masters degree will be an added advantage- Atleast 10 years experience2. Audit Manager - Bachelors Degree in the field (Accounting, Business, Finance, Computer information systems)<ul style="list-style-type: none">- Masters degree will be an added advantage- Atleast 6 years experience3. Audit Team - Bachelors Degree Degree in the field (Accounting, Business, Finance, Computer information systems) Atleast<ul style="list-style-type: none">- 2 years experience	35								

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	Proposed Methodology and Approach	<ul style="list-style-type: none"> Methodologies proposed Project implementation plan clearly outlined. 	25
	Total Maximum		100
7.2	<p>Criteria, sub-criteria and point system for the evaluation of Full Technical Proposals are: The price/cost of each of the technically compliant proposals shall be considered only after the evaluation of the above technical criteria.</p>		
7.3	<p>A tender which obtains less than 70% of the total points allocated to Criterion 1 to 5 (Responsiveness of Tender Assessment, Resources and Capability Assessment, Technical Assessment and Risk Assessment) shall be deemed to be non-responsive and eliminated from further evaluation. The minimum Technical Score (St) required to pass is: 70 (seventy)</p>		
8.	Purchase of Tender Document		
8.1	Tender Documents will be supplied on payment of cash in the sum of E500.00 (Five Hundred Emalangeni) at ESCCOM offices, Mbabane. The deposit is nonrefundable.		
9.	Evaluation of Quality Cost Based Proposals		
9.1	<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 = 0.7 P = 0.3</p>		

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10.	Negotiations
10.1	Expected address for contract negotiations: Eswatini Communications Commission Office
11.	Commencement of Assignment
11.1	The assignment is expected to commence at a date to be determined after the award and signing of the contract with the preferred bidder.

2. TERMS AND CONDITIONS

2.1.PROPOSAL SUBMISSION

- 2.1.1.** The deadline for the submission of Tenders is 17 January 2025. Proposals submitted after the closing time will not be considered.

2.2.CONFLICTS OF INTEREST

- 2.2.1.** Bidders must establish that there is no conflict of interest in responding to this RFP with any of their current assignments within the Kingdom of Eswatini.
- 2.2.2.** Non-disclosure of this information may result in the disqualification of the bidder.

2.3.CONTENT AND FORMAT

- 2.3.1.** Proposals shall provide a straightforward, concise description of the bidder's ability to meet the requirements of this RFP.
- 2.3.2.** A bidder is allowed to submit one proposal only.
- 2.3.3.** Sections of the proposals must be organized and labelled, pages numbered consecutively for ease of review. Proposals must be provided in the same sequence as the RFP requirements. If a requirement is not applicable, or the bidder has no response, that should be clearly stated.
- 2.3.4.** References to the documentation provided in support of the proposal shall have the appropriate page numbers and references marked. Proposals without the appropriate page numbers and references will be considered to have no appropriate reference material included for that particular question or statement.

2.4.TECHNICAL PROPOSAL

- 2.4.1.** This proposal shall include the bidder's full technical aspects of the solution, experience in similar projects, the methodology they would employ to deliver the project and the qualifications and competencies of key staff proposed for the project. All proposals and general contractual and commercial correspondence must be written only in English.

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2.4.1.1. The Bidder will not be allowed to substitute a member of the proposed project staff without written consent from the client. Any substitution must be of similar qualification and experience.

2.4.2. The Bidder must observe the following instructions during proposal submission:

- 2.4.2.1 The copies of the proposal must be labelled in a sealed package, Technical and Financial sealed separately.
- 2.4.2.2 Copy of receipt for tender purchase at cost of E 500.00
- 2.4.2.3 Original Valid Tax Compliance Certificate
- 2.4.2.4 Certificate of Incorporation
- 2.4.2.5 Form J & C
- 2.4.2.6 Company Profile with CVs of Key Personnel
- 2.4.2.7 Certified Copy of Valid Labour Compliance Certificate
- 2.4.2.8 Police clearance for at least two (2) Company Directors (obtained within six months)
- 2.4.2.9 Certified Copy of Valid Trading Licence
- 2.4.2.10 Names and contact details of at least three (3) recent reference customers

2.5.FINANCIAL PROPOSAL

2.5.1. Bidders should address all the issues and requirements in the sequence in which they appear below (separate sealed envelope);

- 2.5.1.1 All costs must be quoted in the Eswatini Lilangeni (SZL) or the equivalent South African Rand (ZAR).
- 2.5.1.2 Bidders shall provide the total cost of the proposal (best and final offer) for executing the entire scope of the project.
- 2.5.1.3 Consultants shall provide an itemized breakdown of the costs, indicating the professional fees and expenses for each activity.
- 2.5.1.4 Tenders should also include all applicable taxes.
- 2.5.1.5 Consultants shall propose a payment schedule based on successful completion of milestones (as approved by ESCCOM). Payment of invoices submitted shall be within thirty (30) working days of receipt of invoices.
- 2.5.1.6 Proposals should detail any other costs, taxes or duties which may be incurred
- 2.5.1.7 Bidders should provide confirmation that the financial proposal remains valid for 90 days from the tender closing date

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3. NOTICE OF INTENTION TO AWARD

Upon the conclusion of the evaluation of the bid and prior to awarding to contract to the winning bidder, ESCCOM will issue a notice of intention to award, **which notice will not constitute a contract award**. The notice will be published on ESCCOM (www.esccom.org.sz) and ESPPRA (www.sppra.co.sz) websites for a period of ten working (10) days before the contract award.

4. EVALUATION AND METHODOLOGY

4.1 ELIGIBILITY CRITERIA

Only tenders received as specified in Section I (Bidding Structure) will be considered;

4.2 QUALIFICATION CRITERIA

Only eligible tenders will qualify to the next stage.

4.3 AWARD CRITERIA

The contract will be awarded from the qualifying tenders on the basis of the most economically advantageous proposal applying the following award criteria:

- 4.3.1 Responsiveness of Tender Assessment
- 4.3.2 Resources and Capability Assessment
- 4.3.3 Technical Assessment
- 4.3.4 Financial Assessment Quality Cost Based

4.4. ACCEPTANCE OR REJECTION OF PROPOSALS

ESCCOM reserves the right to accept or reject any proposal, a part of proposals or all proposals received as a result of this RFP.

4.5.BIDDER LEGAL RESPONSIBILITY

Bidders must fully comply with RFP's requirements and all rules and regulations of the Kingdom of Eswatini. ESCCOM expects that the bidders have the full knowledge of the local legal environment and all rules and regulations hereto. The Bidders shall comply with the laws of the country at all material times. The Bidder shall make itself fully aware of, and shall take

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account within its proposal the impact of, compliance with all such laws. This agreement shall be governed by and construed per the laws of the Kingdom of Eswatini.

4.6. PERMITS AND LICENSES

The Bidder shall be responsible for applying for and obtaining all permits and licenses necessary to provide the services under the Agreement. The Bidder shall satisfy itself as to the procedures and time frames required for such consents and licenses. It is emphasized that the responsibility for identifying and obtaining the consents and licenses rests solely with the Bidder.

4.7. DISCLAIMER

The information presented in this RFP is furnished solely for the purpose of assisting prospective Bidders in making their own evaluation of the project and does not purport to be all-inclusive or to contain all the information that prospective Bidders may require. Prospective Bidders shall make their own investigations, projections and conclusions and consult their own advisers to verify independently the information contained in this RFP, and to obtain any additional information that they may require, prior to submitting a Proposal. No member of ESCCOM nor their respective advisors and Contractors may make any representation or warranty as to the completeness of this RFP nor have they any liability for any representations (express or implied) contained in, or omitted from, this RFP.

4.8. CONFIDENTIALITY

Bidders shall not, without the prior written consent of the Commission, disclose or make available to any person, other than ESCCOM, or use, directly or indirectly, except for the performance and implementation of the work, any Confidential Information (as herein defined) acquired from an Information Holder (as herein defined) in connection with the performance of this Contract, unless:

- 4.8.1.** The information is known to the Bidder (as evidenced by its written records) prior to obtaining the same from an Information Holder and is not otherwise subject to disclosure restrictions on Bidder: or
- 4.8.2.** The information is in the public domain prior to the time of disclosure by the Bidder: or
- 4.8.3.** The information is disclosed to the Bidder by a third party who did not receive the same, directly or indirectly, from an Information Holder and who has no obligation of secrecy with respect thereto.

As used herein, the term “Confidential Information” shall mean any information, written or oral, concerning the Project, relating to or consisting of processes, techniques, procedures, designs, drawings, plans, diagrams, specifications, computer programs, systems, expertise,

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trade secrets and other technical data, project information, policies and contracts, including this Contract. The term “Information Holder” shall mean ESCCOM office, its vendors, contractors and subcontractors of any tier, and any other party dealing with ESCCOM or such authority. It is the responsibility of the Contractor to obtain any information from the relevant holder of the information.

4.9.AMENDMENT OF BIDDING DOCUMENTS

Before the deadline for submission of bids, the Commission may modify the bidding documents by issuing addenda.

4.10. NEWS RELEASES

The Winning Bidder must obtain ESCCOM’s consent on any press or news releases prior to their issuance.

4.11. PROPOSAL COSTS

ESCCOM shall not be liable for any cost or expenses whatsoever incurred by the Bidders in the preparation of their proposals, or attendance of any conferences or meeting related to this RFP.

4.12. BIDDER RESPONSIBILITY

The Winning Bidder will be responsible for all services in this RFP whether they are provided or performed by the Winning Bidder or subcontractor(s).

ESCCOM reserves the right to approve or reject, in writing, any proposed subcontractor at any time.

4.13. PRE-PROPOSAL COMMUNICATION

ESCCOM will answer Bidders’ questions, to clarify points in this RFP which may not have been understood. All questions should be in the English language and must be emailed to the primary contact no later than the date specified in RFP Master Document. Any answers supplied at the time will be considered unofficial until replied to in writing by the primary contact.

4.14. DISCLOSURE OF PROPOSAL CONTENTS

Technical and Financial information provided in proposals will be held in confidence, including the Winning Bidder’s proposal. The proposal of the Winning Bidder, however, becomes part

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of any contract entered into and together with all other material submitted with the proposal, becomes the property of ESCCOM. ESCCOM has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of the proposals does not affect this right.

Bidders must agree to make no other distribution of their proposal beyond that made to ESCCOM. A Bidder who shares information contained in their proposal with any ESCCOM's personnel and/ or competing Bidder's personnel will be subject to disqualification.

4.15. EXAMINATION OF RFP DOCUMENTS

A bidder shall be solely responsible for examining, with appropriate care, the RFP Document, including any addenda issued during the bidding period, and for any information itself with respect to any conditions that may affect in any way the amount or nature of Bidder's proposal or the performance of the work in the event Bidder is a Winning Bidder. Failure of Bidder to so examine and inform itself concerning all aspects of the RFP shall be at its sole risk and ESCCOM will give no relief for error or omission.

4.16. PAYMENT AND TAX APPLICABLE

4.16.1. Payments

The Contract cost and payment schedule shall be in line with the terms and conditions to be discussed and agreed on by the parties upon the award of the Tender to the successful Bidder. The Bidder is however required to include a payment plan in its proposal for the consideration and assessment of the Commission.

4.16.2. Tax Applicable

Value-added Tax

Where, under the provisions of any laws, regulations or directives for the time being in force in Eswatini, The Purchaser (ESCCOM) is required to deduct any amount, whether as tax or howsoever called, the Purchaser shall without further assurance to the Bidder deduct the specified amount or rate from the amount payable to the Seller.

ESCCOM shall deal with any amount so deducted in accordance with the provisions of the relevant laws or regulations providing for the deductions. In particular, a government withholding tax and VAT applies to this contract and ESCCOM has a duty to deduct such tax and any other amounts required by law at the point of payment from any amount payable to the Seller.

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4.17. DOCUMENTS, DATA AND PROPRIETARY INFORMATION

All materials and documents prepared or developed by the Bidder or its employees, representatives or subcontractors in connection with the performance of work, including all manuals, data, software programs, designs, drawings, plans, specifications, reports, calculations, summaries, maps, models and samples, shall become the property of ESCCOM when prepared. Bidder and its subcontractors shall not use such materials and documents for any purpose other than the performance of the work without the ESCCOM's prior written approval. Such materials and documents, together with any materials and documents furnished to Bidder or its subcontractors by ESCCOM upon completion of the work and before final payment is made to Bidder.

4.18. WITHDRAWAL, SUBSTITUTION AND MODIFICATIONS

- 4.18.1.** If a tenderer wishes to withdraw a tender, they must send a written notification to procurement@esccom.org.sz, followed by a signed confirmation copy deposited in the tender box.
- 4.18.2.** There shall be no refund of the tender fee for any withdrawals.
- 4.18.3.** No tenders may be withdrawn in the interval between the deadline for submission of tenders and the expiration of its validity.
- 4.18.4.** Where a tenderer wishes to substitute or modify a tender, He/she shall do so in writing addressed to procurement@esccom.org.sz. Modified/replaced tender documents shall be clearly marked and submitted before the closing date of the tender.

5. BID OPENING

The ESCCOM Tender Board will open the bids, in the presence of the bidders' representatives who choose to attend at the time and in the place specified in the tender advertisement. The presence or absence of bid security documents defining the constitution or legal status (e.g. valid trading license/, tax compliance certificate etc.) will be announced by the Commission at the opening. ESCCOM will prepare a record of the opening.

6. SUSPENSION

ESCCOM may, for any reason whatsoever, at its sole option, suspend at any time and from time to time the performance of all or any portion of the work by giving written notice to Contractor specifying the part or parts of the work to be suspended and the effective date of suspension and shall continue to prosecute and perform the unsuspended part of the work.

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7. PROJECT ADMINISTRATION

The Winning Bidder shall follow internationally recognized practices and standards for the provision of these services. For each of the items below, Winning Bidders must describe, in their proposals, their approach to the provision of the services:

- 7.1.1. Describe the roles and responsibilities of each team member employed by the bidder to provide the required services to ESCCOM,
- 7.1.2. Describe in detail the provision of the services, all processes and procedures involved,
- 7.1.3. Describe all tools and materials to be used in providing the required services,
- 7.1.4. Describe procedures on progress-communication with ESCCOM Project Manager.

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8. TECHNICAL PROPOSAL - STANDARD FORMS

- TECH-1 Technical Proposal Submission Form
- TECH-2 Consultant's Organization, Experience and Financial Standing
- A. Consultant's Financial Standing
 - B. Consultant's Organization
 - C. Consultant's Experience
- TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client
- A. On the Terms of Reference
 - B. On the Counterpart Staff and Facilities
- TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment
- TECH-5 Team Composition and Task Assignments
- TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff
- TECH-7 Staffing Schedule
- TECH-8 Work Schedule
- TECH-9 Declaration of Eligibility

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FORM TECH-I: TECHNICAL PROPOSAL SUBMISSION FORM

[>>>Location, Date>>>]

To: The Tender Board
Eswatini Communications Commission
Mbabane Office Park
P.O. Box 7811
Mbabane

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [>>short description of what the Consultants are required to do>>] in accordance with your Request for Proposal dated [>>>Insert date>>>] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: [>>Insert a list with full name and address of consultant or each associated consultant>>]

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the technical proposal.

We understand the Commission is not bound to accept the lowest or any proposal.

Yours sincerely,

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

[Stamp of the Firm]

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FORM TECH-2: CONSULTANT'S ORGANIZATION, EXPERIENCE AND FINANCIAL STANDING

A - Consultant's Financial Standing

Following financial information shall be provided:

- Certified copies of the financial statements for the last three years

B - Consultant's Organization

[A brief description of the Consultants' organization]

C - Consultant's Experience

[Use the format below to provide information on each assignment for which your firm and each associate for this assignment were legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment..]

Assignment name:	Approx. value of the contract [>>>Amount in Emalangeneni in figures and in words>>>]:
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N° of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract [>>>Amount in Emalangeneni in figures and in words>>>]:
Start date [>>> month/year>>>]: Completion date [>>> month/year>>>]:	N° of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director, Project Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

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C – Other Document's Comprising the Proposal

The Technical Proposal must include the following documents:

- Copy of receipt for tender purchase at cost of E 500.00
- Original Valid Tax Compliance Certificate
- Certificate of Incorporation
- Form J & C
- Company Profile with CVs of Key Personnel
- Certified Copy of Valid Labour Compliance Certificate
- Police clearance for at least two (2) Company Directors (obtained within six months)
- Certified Copy of Valid Trading Licence
- Names and contact details of at least three (3) recent reference customers

[>>Firm's Name and Stamp: _____>>]

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FORM TECH-3: COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT

A - On the Terms of Reference

[Present and justify any modifications or improvement to the Terms of Reference proposed to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, adding others or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and they shall be part of the Proposal.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 9.1 (b) of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

**FORM TECH-4: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK
PLAN FOR PERFORMING THE ASSIGNMENT**

(Technical approach, methodology and work plan are key components of the Technical Proposal) divided into the following three chapters:

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Staffing,*

FORM TECH-5: TEAM COMPOSITION AND TASK ASSIGNMENTS

<i>Professional Staff</i>				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

FORM TECH-6: CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. **Proposed Position:** *[Only one candidate shall be nominated for each position]* _____
2. **Name of Firm:** *[Insert name of firm proposing the staff]* _____
3. **Name of Staff:** *[Insert full name]* _____
4. **Date of Birth:** _____ **Nationality:** _____
5. **Education:** *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]* _____
6. **Membership of Professional Associations:** _____
7. **Other Training:** *[Indicate significant training since degrees under 5 - Education were obtained]* _____
8. **Countries of Work Experience:** *[List countries where staff has worked in the last ten years]* _____
9. **Languages:** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]* _____
10. **Employment Record:** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]* _____

From: *[>>Year>>]* To: *[>>Year>>]*

Employer: *[>>Name of employing organization>>]*

Positions held: *[>>Title of the position held>>]*

11. Detailed Tasks Assigned

[List all tasks to be performed under this assignment]

12. Work Undertaken that Best Illustrates the Capability to Handle the Assigned Tasks

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

Name of assignment or project: _____

Year: _____

Location: _____

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____

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13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

(Signature of staff member)

Date: _____
(Day/Month/Year)

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FORM TECH-7 : STAFFING SCHEDULE¹

N°	Name of Staff	Staff input (in the form of a bar chart) ²														Total staff-month input		
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total	
Foreign																		
1		[Home] [Field]																
2																		
n																		
														Subtotal				
Local																		
1		[Home] [Field]																
2																		
n																		
														Subtotal				
														Total				

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

3 Field work means work carried out at a place other than the Consultant's home office.



Full time input

Part time input

FORM TECH-8: WORK SCHEDULE

N°	Activity ¹	Months ²												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

FORM TECH-9: DECLARATION OF ELIGIBILITY

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

Dear Sirs,

Re Tender Reference: ESCCOM/FIN/001/2024-2025

In accordance with the eligibility requirements of the Procurement Regulations and the Proposal 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 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 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) That we do not have a **conflict of interest** in relation to the procurement requirement.

Signed

Date

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9. FINANCIAL PROPOSAL - STANDARD FORMS

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Proposal or Activity Costs
- FIN-3 Summary of Fees

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FORM FIN- I: FINANCIAL PROPOSAL SUBMISSION FORM

[Note to Tenderers: This Financial Proposal Submission Form should be on the letterhead of the Tenderer and should be signed by a person with the proper authority to sign documents that are binding on the Tenderer. It should be included by the Tenderer in its financial proposal.]

[>>>Location>>>]

[>>>Date>>>]

Procurement Reference No: ESCCOM/FIN/001/2024-2025

To: The Tender Board,
Eswatini Communications Commission,
Mbabane Office Park
P.O. Box 7811,
Mbabane

Dear Sirs:

We, the undersigned, declare that:

- (a) We offer to provide the consulting services for [>>insert a brief description of the Services>>] in conformity with your Request for Proposals and our technical and financial proposals;
- (b) The total price of our proposal is Emalangeni: [>>insert the total proposal price in words and figures>>], inclusive of local taxes *[amend if local taxes are not required to be included]*;
- (c) Our proposal shall be valid for a period of [>>specify the number of calendar days>>] days from the date fixed for the proposal submission deadline in accordance with the Request for Proposals, and it shall remain binding upon us, subject to any modifications resulting from negotiations, and may be accepted at any time before the expiration of that period;
- (d) We understand that you are not bound to accept any proposal that you receive;

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

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 Tenderer]*

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FORM FIN-2: SUMMARY OF PROPOSAL OR ACTIVITY COST

[Note to Tenderers: Tenderers may reproduce this form in landscape format, but are responsible for its accurate reproduction]

State activity name or name of total proposal: _____

Cost item	Cost (Emalangani)	Cost (other currency)	Cost (other currency)
Fees			
Reimbursable			
Local taxes			
Subtotals			

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FORM FIN-3: SUMMARY OF FEES

Note to Tenderers: Tenderers may reproduce this form in landscape format, but are responsible for its accurate reproduction. Complete this form for the total proposal or for each activity as indicated in the 'Invitation to Consultants'. Where required, enter separate rates for home and field work.

State activity name or total proposal: _____

Currency: Emalangeni

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

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GENERAL CONDITIONS OF CONTRACT

I. GENERAL PROVISIONS

I.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in Eswatini, as they may be issued and in force from time to time.
- (b) “Consultant” means any private or public entity that will provide the Services to the Commission under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, i.e. these General Conditions (GCC), the Special Conditions (SCC), and the Appendices.
- (d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1.
- (f) “GCC” means these General Conditions of Contract.
- (g) “Government” means the Government of Eswatini.
- (h) “Local Currency” means Lilangeni (SZL).
- (i) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
- (j) “Party” means the Commission or the Consultant, as the case may be, and “Parties” means both of them.
- (k) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (l) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (m) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (n) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.

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- (o) "In writing" means communicated in written form with proof of receipt.
- 1.2 Law Governing Contract** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 1.3 Language** This Contract has been executed in the English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices**
- 1.4.1 Delivery of Notice** Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
- 1.4.2 Change of Address** A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SCC.
- 1.5 Location** The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in Eswatini or elsewhere, as the Commission may approve.
- 1.6 Authority of Member in Charge** In case the Consultant consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Commission under this Contract, including without limitation the receiving of instructions and payments from the Commission.
- 1.7 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Commission or the Consultant may be taken or executed by the officials specified in the SCC.
- 1.8 Taxes and Duties** The Consultant, Sub-Consultants, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SCC, the amount of which is deemed to have been included in the Contract Price.
- 1.9 Fraud and Corruption** Consultants should be aware that a Consultant who engages in corrupt, collusive or fraudulent practices will have their proposals rejected or Contract terminated in accordance with Clause GCC 2.6.1(c), and may further be subject to prosecution under the laws of Eswatini.

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- 1.9.1 Commission and Fees** It is required that the successful Consultant will disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties or at such other later date as may be stated in the SCC. The date the Contract comes into effect is defined as the Effective Date.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GCC 2.6, this Contract shall expire at the end of the time period after the Effective Date, as specified in the SCC.
- 2.4 Modifications or Variations** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 2.5 Force Majeure**
- 2.5.1 Definition** For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension of Time** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to

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the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Commission

The Commission may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GCC 2.6.1. In such an occurrence the Commission shall give not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

- (a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Commission may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or bankrupt.
- (c) If the Consultant, in the judgment of the Commission has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the Commission, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 8 hereof.

2.6.2 By the Consultant

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Commission, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GCC 2.6.2:

- (a) If the Commission fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 7 hereof within forty-five (45) days after receiving

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written notice from the Consultant that such payment is overdue.

- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the Commission fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 8 hereof.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GCC 2.6.1 or GCC 2.6.2, the Commission shall make the following payments to the Consultant:

- (a) Payment pursuant to Clause GCC 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) Except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GCC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Commission, and shall at all times support and safeguard the Commission's legitimate interests in any dealings with Sub-Consultants or third Parties.

3.2 Conflict of Interests

The Consultant shall hold the Commission's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The payment of the Consultant pursuant to Clause GCC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any

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Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality

Except with the prior written consent of the Commission, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken Out by the Consultant

The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Commission, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Commission's request, shall provide evidence to the Commission showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant's Actions Requiring Commission's Prior Approval

The Consultant shall obtain the Commission's prior approval in writing before taking any of the following actions:

- (a) Entering into a subcontract for the performance of any part of the Services,
- (b) Appointing such members of the Personnel not listed by name in Appendix C, and
- (c) Any other action that may be specified in the SCC.

3.6 Reporting Obligations

- (a) The Consultant shall submit to the Commission the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

3.7 Documents Prepared by the

- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this

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Consultant to be the Property of the Commission

Contract shall become and remain the property of the Commission, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Commission, together with a detailed inventory thereof.

- (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Commission.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Commission may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Commission finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Commission's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Commission.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE COMMISSION

5.1 Assistance

The Commission shall use its best efforts to provide the Consultant such assistance as specified in the SCC.

5.2 Change in the Applicable Law Related

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased

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to Taxes and Duties accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GCC 6.2 (a) or (b), as the case may be.

6. PAYMENTS TO THE CONSULTANT

- 6.1 Payment** Payments under this unit price contract shall be for the actual services performed, using fixed unit prices for different items specified in the Services described in Appendix A. Payment shall be based on agreed fee rates for nominated personnel and certain type or grade of personnel and reimbursable items, such as transportation and subsistence, using either actual expenses or the agreed unit prices.
- 6.2 Contract Unit Prices and Reimbursables** (a) The unit prices and reimbursables payable in foreign currency/currencies is set forth in the SCC.
(b) The unit price and reimbursables payable in local currency is set forth in the SCC.
- 6.3 Payment for Additional Services** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the unit prices and reimbursables is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SCC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the Commission shall have approved in writing. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Consultant has submitted an invoice to the Commission specifying the amount due.

7. GOOD FAITH

- 7.1 Good Faith** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8. SETTLEMENT OF DISPUTES

- 8.1 Amicable Settlement** The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

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8.2 Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SCC.

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**ESWATINI
COMMUNICATIONS
COMMISSION**

REQUEST FOR PROPOSAL

TENDER NUMBER: ESCCOM/FIN/001/2024-2025

TENDER NAME: PROVISION OF EXTERNAL AUDITING SERVICES

MASTER DOCUMENT

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I. INTRODUCTION AND OVERVIEW

The Eswatini Communications Commission (“the Commission”) is the regulatory body for the communications sector in Eswatini encompassing Telecommunications, Broadcasting and Postal Services, Data Protection in electronic transactions and the management of the radio frequency spectrum resources. The Commission is currently housed at Sibekelo Building at the Mbabane Office Park where all administrative operations are conducted.

ESCCOM requires a competent, registered and reputable auditing firm to tender for external auditing services, for the next 3 years financial period 2024/25 to 2027/28.

2. CONDITIONS

The scope of work for the Tenderers will include but not be limited to:

- 2.1** The audit will be carried out in accordance with International Standards on Auditing (ISA) and regulations promulgated by the Eswatini Institute of Accountants (ESIA). It will include the performance of such tests and procedures necessary to obtain sufficient appropriate audit evidence about the amounts, assertions and disclosures in the financial statements. The procedures selected will depend on the Auditor’s professional judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error.
- 2.2** 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) and in compliance with the Eswatini Public Procurement Act of 2011. 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.

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2.3 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.

3. EXPECTED OUTPUTS

3.1 Audit Report

- 3.1.1 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;
- 3.1.2 The scope and methodology used including 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;
- 3.1.3 The audit standards that were applied
- 3.1.4 The work of the Auditor performed.
- 3.1.5 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 ESCCOM fairly present the cash receipts and expenditure in all material aspects and that the funds were used for the purposes defined by ESCCOM, 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,
- 3.1.6 The Auditor may expand the report to include other information and explanations not intended as a reservation.
- 3.1.7 Audited financial statement for the Commission for each of the financial years.
- 3.1.8 Audit reports will be provided in English language.

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3.2 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 but not limited to;

- 3.2.1 The assessment of the efficiency of the administration, management and internal control systems of ESCCOM.
- 3.2.2 A description of any specific internal control weaknesses noted in the financial management.
- 3.2.3 Recommendations to resolve/eliminate internal control weaknesses noted.
- 3.2.4 Management's comments/responses to audit findings and recommendations.

4. INDEPENDENCE, QUALIFICATIONS, KNOWLEDGE AND EXPERIENCE

- 4.1 Auditors must be completely impartial and independent from all aspects of management or financial interests of the Commission.
- 4.2 The Auditors should not ,during the period covered by the audit nor during the undertaking of the audit, be employed by, serve as Director for, or have any financial or close business relationships with any Senior member in the management of ESCCOM.
- 4.3 The Auditors should disclose any relationship that might possibly compromise their independence.
- 4.4 The auditors should have experience in applying audit standards.
- 4.5 The audit firm should employ adequate staff with appropriate professional qualifications and suitable experience in auditing accounts of public enterprises.
- 4.6 Curriculum Vitae (CVs) should be provided to ESCCOM by the principal of the audit firm who would be responsible for signing the opinion, together with CVs of Managers, Supervisors and key personnel proposed as part of the audit team.

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- 4.7 Curriculum Vitae (CVs) should include details of audits carried out by the applicable staff, including ongoing assignments indicating capability and capacity to undertake the audit and experience in auditing financial statements compliant with IFRS.
- 4.8 Number of partners and professional staff; partner-staff ratio, ability to substitute staff at similar levels of qualifications and experience if necessary.
- 4.9 The Audit firm's specialties that may be advantageous to the audit of the Commission (e.g., IT, enterprise risk management).
- 4.10 Types of clients/sectors, number of large clients/client spread (not overly reliant on few clients)
- 4.11 Any legal actions or reputational issues relating to the Audit firm or its proposed professional staff that may impact on the ability of the firm to provide services to the Commission.
- 4.12 Feedback on performance from other clients.

5. INSTITUTIONAL ARRANGEMENTS

- 5.1 The service provider must be a single legal entity with all other necessary expertise secured via sub-contract, or under a joint venture arrangement. ESCCOM will enter into a single contract with a single entity for the delivery of the work set out in these tender documents.
- 5.2 The Tenderer will report to the Chief Financial Officer.
- 5.3 The Commission will provide all the documents and information necessary for the assignment.
- 5.4 The Commission shall formally introduce the Tenderer to all stakeholders.

6. COST OF TENDERING

The Tenderer shall bear all costs associated with the preparation and submission of his Tender and the employer will, in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

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7. BRIBERY

The offer of bribe or other inducements to any person with the object of influencing the placing of the Contract will result in instant rejection of the Tender concerned.

8. FINANCIAL SPECIFICATION

Financial evaluation contributes 30%

9. PURCHASE OF TENDER DOCUMENTS

Tender Documents will be supplied on payment of cash in the sum of **E500.00 (Five Hundred Emalangeni)** at ESCCOM offices, Mbabane. **The deposit is non-refundable.**

10. STRUCTURE OF THE RFP

The RFP is broken into two (2) documents as listed in Table I. It consists of the RFP Commercial and Legal Compliance document and the RFP Master document.

Table I: Contents of the RFP

Title	Description
Commercial and legal compliance	Document contains the commercial and legal requirements of the RFP
Master Document	Document contains general information and overall requirements of the RFP

11. THE RFP PROCESS

PURPOSE OF THE RFP

Through this RFP process, the Commission aims:

- To evaluate the bidders' technical solutions and commercial solutions together with services.
- After evaluation of the bidders' proposals, award a contract to the winning bidder for the execution of the project.

ESCCOM may contact bidders for any clarification needed to ensure that the Commission understands the proposed solutions and also give the bidder an opportunity to clarify any outstanding points.

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RFT TIMELINE

ESCCOM aims to conclude the RFP phase of procurement by February 2025, and all stages are summarized in Table 2.

Table 2: Draft Schedule of events in procurement cycle

	Event	Required By
2.	RFP issue date	28 November 2024
3.	Bidders Questions: <ul style="list-style-type: none">- Bidders may submit questions by email to the specified primary contact	28 November 2024 – 10 January 2025
4.	Response to bidder questions: <ul style="list-style-type: none">- ESCCOM will respond to all bidders' questions	28 November 2024 – 10 January 2025
5.	Submission of Bids: <ul style="list-style-type: none">- Bidders submit their bids. All bids must be submitted by 12 noon on the specified date	17 January 2025
6.	Contract award	February 2025

12. QUESTIONS AND ANSWERS REGARDING THIS RFP

Bidders should ask any questions in writing to the primary point of contact by the dates shown in Table 2. Responses to these questions will be circulated to all bidders who have participated in this RFP.

13. RFP EVALUATION CRITERIA

The Commission will evaluate proposals based on the RFP provision to determine which best meets and satisfies its requirements. Proposals will be evaluated based on a unified selection criteria and weighting techniques. The technical proposal will carry 70% of the weighting and the financial proposal will carry 30%. The highest-scoring bidder who has also complied with the terms established in the Commercial and legal requirements document shall be awarded the contract.

14. RFP EVALUATION OUTCOME

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Upon completion of the review process, the Commission will update the outcome to bidders who have submitted responses. The Commission intends to award the contract by February 2025.

15. PROPOSAL DOCUMENTS

The proposal must be submitted in a sealed envelope, which must be clearly marked, **“PROVISION OF EXTERNAL AUDITING SERVICES”**.

16. PRIMARY POINT OF CONTACT

Bidders shall note that during the period from receipt of the RFP until the completion of the evaluation as indicated to the bidders by the ESCCOM, all queries shall be communicated via the contact below, no direct contact shall be made with any known member of the evaluation team.

Clarifications may be requested in writing (**email only**), but no later than 10 January 2025.

The address for requesting clarifications is: procurement@esccom.org.sz

The closing date for submission of proposals is 17 January 2025 at 12:00hrs.

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