

<p>Clarifications and Amendments of RFP Documents</p>	<p>The Chief Financial Officer (CFO) Financial Services Regulatory Authority Tel: (+268) 24068000, (+268) 24068105, (+268) 7602 6394 Fax: (+268) 24047930 Email: tenders@fsra.co.sz / cc: gugum@fsra.co.sz</p>
<p>4.6 Submission, Receipt, and Opening of Proposals</p>	<p>The proposals are expected to be submitted to the address below by no later than 14:30 hours local time on Friday 31st October 2024.</p> <p>The Secretary to the Tender Committee Financial Services Regulatory Authority 5th Floor, Ingcamu Building Mhlambanyatsi road Mbabane P.O Box 3365 Mbabane</p>
<p>4.7 Taxes</p>	<p>Information on taxes may be obtained from the following: The Commissioner General P.O. Box 186 Mbabane Kingdom of Eswatini Tel: [+268] 2406 4050</p>
<p>4.8 Project Duration</p>	<p>The estimated period required for the assignment is: Three [3] years.</p>
<p>4.9 Currency</p>	<p>The currency to be used in the Financial Proposal is Eswatini Emalangeni [SZL].</p>

<p>5.0 Contract Negotiations</p>	<p>Expected date for contract negotiations: 30th November 2024. The FSRA reserves the right to negotiate with any or all tenderers, including those tenderers that have submitted a proposal that does not fully comply, either in material or non-material ways, with RFP requirements.</p>
<p>5.1 Commencement Date</p>	<p>Expected date and location for commencement of consulting services: November 2024 and Financial Services Regulatory Authority, 5th Floor Ingcamu Building.</p>

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SECTION 5- TECHNICAL EVALUATION SHEET

Criteria Elements	Maximum Points	Actual Score
<p>1. Specific experience of the firm relevant to the assignment</p> <p>1.1 Reputation of Organisation & Quality mechanism that are available with the organisation (5)</p> <p>1.2 General Organizational Capability which is likely to affect implementation (size of the firm, strength of project management support (5)</p> <p>1.3 Relevance e.g., specialized knowledge and experience on similar projects (5)</p>	15	
<p>2. Methodology</p> <p>2.1 Does the approach and methodology submitted address the assignment requirements (15)</p> <p>2.2 Is the presentation clear and the sequence of activities in line with the proposed methodology (10)</p>	25	
<p>3. Workplan</p> <p>3.1 Is the work plan submitted relevant and realistic (10)</p> <p>3.2 Is the presentation clear and the sequence of activities and the planning realistic to the implementation plan (5)</p>	15	
<p>4. Key professional staff qualifications and competence for the assignment</p> <p>4.1 Specific or Relevant Qualification (5)</p> <p>4.2 Technical Expertise & Professional Experience within scope (15)</p> <p>4.3 Training Experience (5)</p>	25	
<p>5. Understanding of the Assignment</p> <p>5.1 To what degree does the bidder understand the scope of work and the Terms of Reference (15)</p>	15	
<p>6. Participation by Nationals among proposed Teams (5)</p>	5	
<p>TOTAL</p>	100	

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Evaluator's Name: _____

Signature: _____ **Date:** _____

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ATTACHMENT 1

AGREEMENT ENTERED INTO BY AND BETWEEN:

FINANCIAL SERVICES REGULATORY AUTHORITY

(Hereinafter called the “FSRA”) with its Head Office located at 5th Floor, Ingcamu Building, Mhlambanyatsi Road Mbabane, Eswatini. The FSRA duly represented by the Chief Executive Officer through the powers conferred in Section 8 of the Financial Services Regulatory Authority Act of 2010, hereinafter referred to as the Act.

And

(Hereinafter called the “Service Provider”) with the principal place of business at

The “Service Provider” duly represented by

who warrants that he/she is so authorized.

Agreement for the Provision of External Audit Services to the Financial Services Regulatory Authority (FSRA)

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THE AGREEMENT

1. Appointment

The FSRA hereby appoints _____ (Proprietary) Limited who accepts such appointment, to provide Audit services as outlined in Clause 4 of this Agreement.

2. Duration

This Agreement shall endure for a period of two years commencing _____ 20____ to _____ 20_____

3. Fees and Payment Terms

The FSRA will pay to the Service Provider, per completed audit assignment provided, throughout the full term of the Agreement, amounts consisting of the following:

- 3.1 An amount of E_____ (in words) towards the overall costs of the services rendered.
- 3.2 The payment shall be made within thirty (30) days after receipt of an invoice or on or before the 5th day of the following month.

4. Scope of Services

During the currency of the Agreement, the Service Provider shall provide Audit Services to perform a financial statement audit in accordance with International Standards on Auditing and further provide a report on whether the financial statements of the full Board are fairly presented in accordance with International Financial Reporting Standards [IFRS].

The Service Provider shall present the audit report including details of control deficiencies and recommendations to resolve the identified matters to Management, Finance & Audit Committee and Board of Directors.

Should either Party wish to propose any change to the scope of services, such Party shall provide the other Party with a written proposal of such a change.

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5. Service Levels

The Service Provider undertakes that in providing the services to the FSRA it will comply with the scope of services as outlined in Clause 4.

6. Warranties

The Service Provider warrants that:

- 6.1 It shall use and adopt professional standards and provide the services with due care, skill and diligence;
- 6.2 The consultancy services shall be delivered in accordance with the schedule with which both Parties shall agree to and the service provider shall be prompt and punctual at all times.
- 6.3 The service provider shall provide progress reports and at the end of the assignment a final report.

7. Obligations

7.1 The Service Provider undertakes:

- 7.1.1 To provide the required Consultancy Services within the required timeline as specified herein;
- 7.1.2 To provide expert advice and opinions as and when needed;
- 7.1.3 Represent the Authority in Judicial Forums and Quasi-judicial forums.

7.2 The Authority undertakes:

- 7.2.1 To facilitate a conducive environment for the provision of the required consultancy services;
- 7.2.2 Ensure that the service provider has timely access to finance and documentary resources for effective service delivery;

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7.2.3 Avail and designate an Officer who will ensure that the provision of the services is conducted in an appropriate and conducive manner.

8. Force Majeure

Neither party shall be under any liability to the other by reason of non-performance or delay in performance of any obligation hereunder caused by Force Majeure, to the extent that non-performance or delay is attributable to such Force Majeure and only for the duration of the Force Majeure and the effect upon its ability to perform its obligations hereunder. As used herein, the term Force Majeure shall mean and include, but shall not be limited to, any acts of God, explosion, fire, flood, perils of the sea or air, explosion, sabotage, accident, embargo, riot, civil commotion, war or other hostilities, governmental or parliamentary acts, regulations or orders, or any other circumstance beyond the reasonable control of the Party so failing. If such a Force Majeure is of duration of more than fourteen (14) days, each party shall be entitled to terminate this Agreement by written notice, without any additional liability to the other Party.

9. Governing Law

9.1 This Agreement shall be governed by and construed in accordance with the Laws of Eswatini. In the event of any dispute, the Parties shall try to settle the matter amicably.

9.2 If the Parties are unable to reach a settlement within ten (10) days of notice of dispute, the Parties are at liberty of enforcing rights and obligations under the Agreement through the judicial system.

10. Variation, Amendment and Termination

This Agreement constitutes the entire agreement between the Parties. Any variation, amendment and termination of this Agreement shall be effective when:

10.1 The proposal for variation or amendment is made in writing by the Party proposing such to the other party.

10.2 The other Party agrees in writing to the variation or the amendment and duly notifies the other Party.

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- 10.3 A document encompassing the variation or amendment is duly signed by both Parties. The Agreement shall be considered to have been varied or amended on the date of the last signature of the notice to vary or amend.
- 10.4 A notice of termination is sent by the Party intending to terminate the Agreement giving seven (7) days' notice.
- 10.5 The other Party acknowledges the receipt of the notice to terminate and agrees to the termination.
- 10.6 A document is signed by both Parties and the Agreement shall be considered to have been terminated on the date of the last signature of the notice to terminate.

11. NOTICE AND DOMICILIUM

- 11.1 Each of the Parties chooses *domicilium citandi et executandi* ("domicilium") for the purposes of the giving of any notice, the serving of any process and for any purposes arising from this Agreement at their respective addresses set forth hereunder:

FSRA

Telephone: (+268) 2406 8000

Mobile:

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SERVICE PROVIDER

Telephone:

Mobile:

- 11.2 Each of the Parties shall be entitled from time to time, by written notice to the other to vary its domicilium to any other address within the Kingdom of Eswatini which is not a post office box or poste restante.
- 11.3 Any notice given and any payment made by a Party to the other ("the addressee") which:
- i.* is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;
 - ii.* is posted by prepaid registered post from an address within the Kingdom of Eswatini to the addressee at the addressee's domicilium for the time being shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee on the fourteenth (14) day after the date of posting;
 - iii.* is transmitted by telefacsimile to the telefacsimile number forming an element of the addressee's domicilium in terms of this clause shall, unless the contrary is proved by the addressee, be deemed to have been received by the addressee 48 (FORTY-EIGHT) hours after the time of transmission.

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12. Effective Date and Signature

The effective date of this Agreement is the _____ 20_____

The Parties also indicate agreement with this Agreement by their signatures.

On behalf of:

Financial Services Regulatory Authority:

Name : _____

Title: : _____

Signature : _____

Date : _____

On behalf of Service Provider:

Name : _____

Title : _____

Signature : _____

Date : _____

