



# The Kingdom of Eswatini

## Examinations Council of Eswatini

### REQUEST FOR PROPOSALS FOR THE PROVISION OF EXTERNAL AUDIT SERVICES

<b>Procurement Method:</b>	Open Tendering
<b>Subject of Procurement:</b>	Request for Proposal for the Provision of External Audit Services
<b>Procurement Reference Number:</b>	Tender 005 of 2025/2026
<b>Date of Issue:</b>	19 <sup>th</sup> December 2025
<b>Submission Deadline:</b>	15 <sup>th</sup> January 2026
<b>Participation:</b>	National

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**REPP for Consultancy Services**



# Standard Invitation to Audit Firms

## Standard Invitation to Audit Firms

### REQUEST FOR PROPOSALS FOR THE PROVISION OF EXTERNAL AUDIT SERVICES - RFP 005 of 2025/26

1. The Examinations Council of Eswatini has allocated funds to be used for the acquisition of External Audit Services.
2. The Entity invites your sealed proposals for the provision of the above services.
3. Bidding will be conducted in accordance with the Government of Eswatini's Public Procurement Act of 2011 and Regulations 2020 and the procedures described in Part 1: Proposal Procedures.
4. You may obtain further information at the address given below at 7(a) from 0830 hours to 1630 hours and Tender documents in English.

5. Tenders must be delivered to the address below NGONINI ROAD, MLALATINI EZULWINI at or before **1159hrs 15<sup>th</sup> January 2026**. Late Tenders shall be rejected. Tenders will be opened in the presence of the Tenderers' representatives who choose to attend at the address below.

6. NGONINI ROAD, MLALATINI at 1215hrs 15<sup>th</sup> January 2026.

7. There shall be no pre – Tender meeting.

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

Activity	Date
(a) Issue of invitation to tender	19 <sup>th</sup> December 2025
(b) Pre-proposal meeting/ Site visit (where applicable)	Not applicable
(c) Proposal closing date	<b>15<sup>th</sup> January 2026 at 1159 hours</b>
(d) Evaluation process	Within 10 working days from technical proposal closing date for technical evaluation and 10 working days from opening of financial proposals for financial evaluation.
(e) Notification and publication of notice of intention to award	Within 10 working days from completion of evaluation process.
(f) Contract Award	After expiry of at least 10 working days from issuance of the Notice of intention to award

Signature:

Name:

Position of Authorised Official:

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### RFP for Consultancy Services



## **PART 1 – Proposal Procedures**

### **Section 1: Instructions to Consultants**

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**REP for Consultancy Services**

**Section 1.      Instructions to Consultants**

**A. General**

**1.      Scope of Proposal**

- 1.1 ECESWA as indicated in the Proposal Data Sheet (PDS), invites proposals for the provision of the Services specified in Section 6, Statement of Requirements (SOR) or Terms of Reference (TOR) to commence on the date indicated in the SOR/TOR.
- 1.2 Procurement will be undertaken in compliance with the Public Procurement Act, and its Regulations of 2020.
- 1.3 The Instructions to Consultants (ITC) should be read in conjunction with the PDS. The subject and procurement reference number are provided in the PDS.
- 1.4 Throughout this Request for Proposals Document:
  - (a) the term “in writing” means communicated in written form with proof of receipt.
  - (b) if the context so requires, singular means plural and vice versa.
  - (c) “day” means calendar day unless specified as working day.

**2.      Source of Funds**

- 2.1 ECESWA has an approved budget from levy funds, towards the cost of the procurement described in the PDS. ECESWA intends to use these funds to place a contract for which this Request for Proposals Document is issued.
- 2.2 Payments will be made directly by the Procuring Entity and will be subject in all respects to the terms and conditions of the resulting contract placed by ECESWA.

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**3.      Corrupt Practices**

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

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

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value, to influence the action of a public official in the procurement process or in contract execution;
- (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

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

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

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

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

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

3.5 Any communications between the Audit Firm and ECESWA related to matters of alleged fraud or corruption must be made in writing and addressed to the Chief Executive Officer of the Examinations Council of Eswatini.

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**4.      Eligible Audit Firms**

- 4.1 An Audit Firm, and all parties constituting the Consultant, shall meet the following criteria to be eligible to participate in public procurement:
  - (a) the Audit Firm has the legal capacity to enter into a contract.
  - (b) the Audit Firm is not:
    - (i) insolvent.
    - (ii) in receivership.
    - (iii) bankrupt; or
    - (iv) being wound up
  - (c) the Audit Firm's business activities have not been suspended
  - (d) the Audit Firm is not the subject of legal proceedings for any of the circumstances in (b); and
  - (e) the Consultant has fulfilled his or her obligations to pay taxes and social security contributions.
- 4.2 An Audit Firm may be private entity subject to ITC Sub-Clause 4.6 or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, unless otherwise specified in the PDS, all parties shall be jointly and severally liable. In the case of a consortium or association, the formal intent shall be by way of Memorandum of Understanding which shall be registered with the Registrar of documents if signed in Eswatini or if signed outside Eswatini, shall be notarized.
- 4.3 An Audit Firm and all parties constituting the Audit Firm including sub-contractors and key professional staff, shall have the nationality of an eligible country, in accordance with Section 5, Eligible Countries. An Audit Firm shall be deemed to have the nationality of a country if the Audit Firm is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors for any part of the Contract including related works or supplies.
- 4.4 An Audit Firm shall not have a conflict of interest, as defined in ITC Clause 5. All Consultants found to be in conflict of interest shall be disqualified.
- 4.5 A firm that is under a suspension by the Agency in accordance with ITC Clause 3.1 (c) or 3.4, at the date of the deadline for proposal submission or thereafter before contract signature, shall be disqualified.
- 4.6 Government-owned enterprises shall not be eligible.
- 4.7 Audit Firms shall provide such evidence of their continued eligibility satisfactory to ECESWA, as ECESWA shall reasonably request.

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**5.      Conflict of Interest**

- 5.1 The Eswatini Public Procurement Regulatory Framework requires that Consultants provide professional, objective, and impartial advice and at all times hold ECESWA's interest's paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other Procuring Entities, or that may place them in a position of not being able to carry out the assignment in the best interests of the ECESWA.
- 5.2 An Audit Firm may be considered to have a conflict of interest with one or more parties in this procurement process, if they:
  - (a) have controlling shareholders in common; or
  - (b) receive or have received any direct or indirect subsidy from any of them; or
  - (c) have the same legal representative for purposes of this proposal; or
  - (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the proposal of another Consultant, or influence the decisions of ECESWA regarding this procurement process; or
  - (e) submit more than one proposal in this procurement process. However, this does not limit the participation of subcontractors in more than one proposal, or as Consultants and subcontractors simultaneously; or
  - (f) have been engaged, or any of their affiliates have been engaged, by ECESWA to provide supplies or works for the same project; or
  - (g) may be in conflict with another of their, or their affiliates' assignments by performing this assignment.
- 5.3 Audit firms hired to provide audit services for the publication of Annual Financial Statements of the organization.
- 5.5 Any previous or ongoing participation in relation to the assignment by the Audit Firm, its professional staff, or its affiliates or associates under a contract with ECESWA or the Government of Eswatini may result in rejection of the proposal. Consultants should clarify their situation in that respect with ECESWA before preparing the proposal.

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## **B. Request for Proposals Document**

### **6.      Contents of Request for Proposals Document**

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

#### **PART 1   Procurement Procedures**

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

#### **PART 2   Statement of Requirements**

- Section 6. Statement of Requirements

#### **PART 3   Contract**

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

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

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

### **7.      Clarification of Request for Proposals Document**

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

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### 8. Amendment of Request for Proposals Document

- 8.1 Prior to the deadline for submission of proposals, ECESWA may amend the Request for Proposals Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Request for Proposals Document and shall be communicated in writing to all who have obtained the Request for Proposals Document directly from ECESWA.
- 8.3 To give prospective Consultants reasonable time in which to take an addendum into account in preparing their proposals, ECESWA may, at its discretion, extend the deadline for the submission of proposals, pursuant to ITC Sub-Clause 24.2.

## C. Preparation of Proposals

### 9. Cost of Proposals

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

### 10. Language of Proposal and Communications

- 10.1 The medium of communication shall be in writing.
- 10.2 The proposal, as well as all correspondence and documents relating to the proposal exchanged by the Audit Firm and ECESWA, shall be written in English unless otherwise specified in the PDS.
- 10.3 Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in ITC Sub-Clause 10.2, in which case, for purposes of interpretation of the proposal, such translation shall govern.

### 11. Preparation of Proposals

- 11.1 Audit Firms are required to prepare and submit separate technical and financial proposals. The proposal submission method shall be a one stage two-envelope method, unless otherwise specified in the PDS. The one stage two-envelope submission method requires a consultant to submit a single envelope containing two separately sealed envelopes, labelled technical and financial proposals which are opened on different dates at separate proposal openings.
- 11.2 A pre-proposal meeting will be held where necessary and shall be indicated in the PDS. Attendance at the pre-proposal meeting is optional.

### 12. Joint Ventures, Associations and Sub-contracting

- 12.1 If an Audit Firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual Audit Firm(s) or other Audit Firms or entities in a joint venture or by sub-contracting as appropriate, unless otherwise specified in the PDS.
- 12.2 Audit Firms must obtain the approval of ECESWA to enter into a joint venture with Audit Firms not invited for this assignment or other short-listed Audit Firms.

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

### 13. Professional Staff

- 13.1 For assignments on a staff-time basis, the estimated number of professional staff-months or budget is given in the PDS. The proposal shall, however, be based on the number of professional staff-months estimated by the Audit Firm.
- 13.2 It is desirable that the majority of the key professional staff proposed are permanent employees of the Audit Firm or have an extended and stable working relationship with the Audit Firm.
- 13.3 Proposed professional staff must, as a minimum, have the experience indicated in the Statement of Requirements/Terms of Reference, preferably working under conditions similar to those prevailing in Eswatini.
- 13.4 The Audit Firm and the professional staff shall confirm their availability for the assignment using the Forms included in section 4.
- 13.5 Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- 13.6 As the determination of the Best Evaluated Proposal will be based, among other factors, on an evaluation of proposed key professional staff, ECESWA expects to award a contract on the basis of the experts and specialists named in the proposal.
- 13.7 ECESWA will not consider substitutions unless both parties agree that undue delay in the procurement process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the proposal may be rejected.

### 14. Technical Proposal

- 14.1 The technical proposal shall provide the following information using the standard forms contained in Section 4, Proposal Forms:
  - (a) The declarations included in the Technical Proposal Submission Sheet (Section 4.1.1);
  - (b) An outline of recent experience on assignments of a similar nature (Section 4.1.3). For each assignment, the outline should indicate, inter alia, the profiles of the staff proposed, the duration of the assignment, the contract amount and the Audit Firm's involvement.
  - (c) Any comments or suggestions on the Terms of Reference (Section 4.1.4);
  - (d) A description of the methodology for performing the assignment (Section 4.1.5);
  - (e) The list of the proposed staff team by specialism, the proposed assignment of tasks for each staff team member and their timing (Section 4.1.6);
  - (f) CVs of the proposed professional staff, signed by both the staff member and the authorised representative submitting the proposal (Section 4.1.7). Key information should include the number of years working for the Audit Firm and the degree of responsibility held in various assignments; Confirmation of availability of staff (Section 4.1.8)

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- (g) Estimates of the total staff input (professional and support staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Section 4.1.9);
- (h) A description of the Work or Activity Schedule for performing the assignment (Section 4.1.10)
- (i) A Tender Security or Tender Securing Declaration, as required by the ITC Clause 21 (Section 4.1.11 and 4.1.12);
- (j) Written confirmation authorising the signatory of the proposal to commit the Audit Firm, in accordance with ITC Sub-Clause 22.2.
- (k) Documentary evidence in accordance with ITC Clause 18 establishing the Audit Firm's eligibility;
- (l) Documentary evidence in accordance with ITC Clause 19 establishing the Audit Firm's qualifications to perform the contract if its proposal is accepted;
- (m) Any additional information requested in the PDS.

14.2 The technical proposal shall not include any financial information.

### 15. Financial Proposal

- 15.1 The financial proposal shall list all costs associated with the assignment, using the following standard forms contained in Section 4, Proposal Forms:
  - (a) Financial Proposal Submission Sheet (Section 4.2.1);
  - (b) Summary of Proposal Price Breakdown of Lump Sum (Section 4.2.2);
  - (c) Breakdown of Fees (Section 4.2.3);
  - (d) Breakdown of Reimbursables (Section 4.2.4) for staff (foreign and national in the field and at headquarters); such as subsistence (per diem, housing), transportation (international and local for mobilisation and demobilisation);
  - (e) Breakdown of Miscellaneous Expenses (Section 4.2.5), printing of documents, etc.;
  - (f) Any additional information requested in the PDS.
- 15.2 The total proposal price shall be broken down into the following cost components using the appropriate forms:
  - (a) Fees
  - (b) Reimbursable expenditure
  - (c) Miscellaneous expenses
- 15.3 Where indicated in the PDS, the total proposal price shall be broken down into the separate activities indicated in Section 6, Statement of Requirements with the cost elements in ITC Sub Clause 15.2 expressed for each activity.
- 15.4 The financial proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the Audit Firm and their personnel (other than nationals of or permanent residents in Eswatini), unless the PDS specifies otherwise.
- 15.5 The completed financial proposal forms will be used to compile the Breakdown of Contract Price in any resulting Agreement as adjusted if necessary, during evaluation or negotiation. The Breakdown of Contract Price will determine prices for any additional Services or costs.

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

### 16. Proposal Prices

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

### 17. Currencies of Proposal

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

- (a) for Services originating in Eswatini, the proposal prices shall be quoted in Eswatini currency (Lilangeni), unless otherwise specified in the PDS; and
- (b) for Services originating from outside Eswatini, the proposal prices shall be quoted in the currency of the expense or in the currency of the Audit Firm's country.

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

- (a) indicate its requirement to be paid in other currencies, including the amount in each currency or the percentage of the quoted price corresponding to each currency;
- (b) justify, to ECESWA's satisfaction, the requirement to be paid in the currencies requested; and
- (c) utilise the rate of exchange specified by ECESWA to express its offer in the currency required by ECESWA. The source, date, and type of exchange rate to be used is indicated in ITC Clause 35.

### 18. Documents Establishing the Eligibility of the Consultant

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

### 19. Documents Establishing the Qualifications of the Consultant

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

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**20. Period of Validity of Proposals**

- 20.1 Proposals shall remain valid until the date specified in the PDS. A proposal valid for a shorter period shall be rejected by ECESWA as non-compliant.
- 20.2 During this period, the Audit Firm is expected to keep available the professional staff proposed for the assignment. ECESWA will make its best effort to complete the procurement process within this period.
- 20.3 In exceptional circumstances, prior to the expiration of the proposal validity period, ECESWA may request the Audit Firm to extend the period of validity of their proposals. The request and the responses shall be made in writing. If a Tender Security or Tender Securing Declaration is requested in accordance with ITC Clause 21, it shall also be extended for a corresponding period. The Audit Firm may refuse the request without being liable for forfeiture of its Tender Security or execution of its Tender Securing Declaration. An Audit Firm granting the request shall not be required or permitted to modify its proposal.

**21. Tender Security**

- 21.1 The Audit Firm shall furnish as part of its proposal a Tender Security or Tender Securing Declaration, in original form and in the case of a Tender Security, in the amount and currency specified in the PDS.
- 21.2 The Tender Security or Tender Securing Declaration shall be submitted using the Form included in Section 4, Proposal Forms. The Tender Securing Declaration shall be valid until the date specified in the PDS.
- 21.3 Any proposal not accompanied by a Tender Security or substantially responsive Tender Securing Declaration, if one is required in accordance with ITC Clause 21, shall be rejected by ECESWA as non-compliant.
- 21.4 The Tender Security of all consultants shall be returned within the period stipulated in Regulation 52(17) of the Public Procurement Regulations of 2020.
- 21.5 If a consultant withdraws its proposal during the period of proposal validity specified by the Consultant on the Proposal Submission Sheet, except as provided in ITC Sub-Clause 20.3; or
  - (a) The Tender Security may be forfeited, or Tender Securing Declaration executed if the successful Audit Firm fails to:
    - (i) sign the Contract in accordance with ITC Clause 43;
    - (ii) furnish any Performance Security required in accordance with ITC Clause 45; or
    - (iii) accept the correction of its proposal price pursuant to ITC Sub-Clause 31.5

**22. Format and Signing of Proposal**

- 22.1 The Audit Firm shall prepare one original of each of the documents comprising the technical and the financial proposal as described in ITC Clauses 14 and 15 and clearly mark both “ORIGINAL”. In addition, the Audit Firm shall submit copies

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of both the technical and financial proposals, in the number specified in the PDS and clearly mark each of them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2 The original and all copies of the proposal shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Audit Firm. The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the proposal, except for unamended printed literature, shall be signed or initialled by the person signing the proposal.

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

### D. Submission and Opening of Proposals

#### 23. Sealing and Marking of Proposals

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

23.2 The envelopes containing the technical and financial proposals shall:

- bear the name and address of the Audit Firm.
- be addressed to ECESWA in accordance with ITC Clause 24.1; and
- bear the Procurement Reference Number of this procurement process.

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

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

23.5 The outer envelope shall:

- bear the name and address of the Audit Firm.
- be addressed to ECESWA in accordance with ITC Sub-Clause 24.1;
- bear the Procurement Reference number of this procurement process; and
- bear a warning not to open before the time and date for proposal opening, in accordance with ITC Sub-Clause 24.1.

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

#### 24. Deadline for Submission of Proposals

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

24.2 ECESWA may, at its discretion, extend the deadline for the submission of proposals by amending the Request for Proposals Document in accordance with ITC Clause 8, in which case all rights and obligations of ECESWA and Audit Firm

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previously subject to the deadline shall thereafter be subject to the deadline as extended.

### 25. Late Proposals

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

### 26. Withdrawal and Replacement of Proposals

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

- (a) submitted in accordance with ITC Clauses 22 and 23 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL” or “REPLACEMENT”; and
- (b) received by the Procuring Entity prior to the deadline prescribed for submission of proposals, in accordance with ITC Clause 24.

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

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

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

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**27.    Proposal Opening**

- 27.1 ECESWA shall conduct the proposal opening in the presence of Audit Firm's designated representatives who choose to attend, at the address, date and time specified in the PDS.
- 27.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding proposal shall not be opened but returned to the Audit Firm. No proposal withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at the proposal opening.
- 27.3 All other outer envelopes including those marked "REPLACEMENT" shall be opened and the technical proposals within them opened. Replacement proposals shall be recorded as such on the record of the proposal opening. The corresponding proposal that is being replaced shall be returned unopened to the Audit Firm.
- 27.4 All technical proposals shall be opened one at a time, reading out: the name of the Audit Firm; the presence of a Tender Security or Tender Securing Declaration, if required; and any other details as ECESWA may consider appropriate. No proposal shall be rejected at the proposal opening.
- 27.5 Only envelopes that are opened and read out at the proposal opening shall be considered further.
- 27.6 The financial proposals shall remain sealed until the time and date notified for the opening of the financial proposals. Evaluators of technical proposals shall have no access to the financial proposals until the detailed evaluation is concluded and the result established.
- 27.7 ECESWA shall prepare a record of the proposal opening that shall include, as a minimum: the name of the Audit Firm, the presence or absence of a Proposal Securing Declaration where required and any other information that is required to be stated at the public opening as indicated in the request for proposals. The Consultants' representatives who are present shall be requested to sign the record. The omission of an Audit Firm's signature on the record shall not invalidate the contents and effect of the record.

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## **E. Evaluation of Proposals**

### **28. Confidentiality**

- 28.1 Information relating to the examination, evaluation, comparison, and post-qualification of proposals, and recommendation of contract award, shall not be disclosed to consultants or any other persons not officially concerned with such process until information detailing the Best Evaluated Consultant is communicated to all Consultants.
- 28.2 Any effort by the Audit Firm to influence ECESWA in the examination, evaluation, comparison, and post-qualification of the proposals or contract award decisions may result in the rejection of its proposal.
- 28.3 Notwithstanding ITC Clause 28.2, from the time of proposal opening to the time of Contract award, if any Audit Firm wishes to contact ECESWA on any matter related to the procurement process, it should do so in writing.

### **29. Clarification of Proposals**

- 29.1 To assist in the examination, evaluation, comparison and post-qualification of the proposals, ECESWA may, at its discretion, ask any Audit Firm for a clarification of its proposal. Any clarification submitted by an Audit Firm that is not in response to a request by the Procuring Entity shall not be considered. ECESWA's request for clarification and the response shall be in writing. No change in the price or substance of the proposal shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by ECESWA in the evaluation of the financial proposals, in accordance with ITC Clause 31.4.
- 29.2 If a consultant does not provide clarifications of its Proposal by the date and time set in the PE's request for clarification, its Proposal may be rejected.

### **30. Compliance and Responsiveness of Proposals**

- 30.1 ECESWA's determination of a proposal's compliance and responsiveness shall be based on the contents of the proposal itself.
- 30.2 A substantially compliant and responsive proposal is one that conforms to all the terms, conditions, and requirements of the Request for Proposals Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
  - (a) is inconsistent with the request for proposal and which may limit in any substantial way, the rights of the procuring entity or the obligations of the consultant under the contract;
  - (b) if corrected would unfairly affect the competitive position of the other consultants whose proposals are administratively compliant; or
  - (c) impacts the key factors of a procurement including cost, risk, time and quality and causes unacceptable -
    - (i) time schedules, where it is stated in the request for proposals that time is of the essence;
    - (ii) alternative technical details, such as design, materials, workmanship, specifications, standards, or methodologies; or

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

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

### **31. Nonconformities, Errors, and Omissions**

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

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

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

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

- if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of ECESWA there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
- if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

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

### **32. Preliminary Examination of Proposals – Eligibility and Administrative Compliance**

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

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- 32.2 If after the examination of eligibility, ECESWA determines that the Audit is not eligible, it shall reject the proposal.
- 32.3 ECESWA shall examine the technical proposals to confirm that all documents and technical documentation requested in ITC Clause 14 has been provided, and to determine the completeness of each document submitted.
- 32.4 ECESWA shall confirm that the following documents and information have been provided in the technical proposal. If any of these documents or information is missing, the offer shall be rejected.
  - (a) Technical Proposal Submission Sheet, including:
    - (i) a brief description of the services offered; and
    - (ii) the correct validity date of the proposal
  - (b) separately sealed financial proposal;
  - (c) written confirmation of authorisation to commit the Audit Firm; and
  - (d) a Tender Security or Tender Securing Declaration, if required.
- 32.5 Eligibility and administrative compliance shall be determined on a pass or fail basis and a proposal which is not eligible or administratively compliant shall be rejected at the preliminary stage of evaluation.

### **33.      Detailed Evaluation**

- 33.1 ECESWA shall technically evaluate the proposals on the basis of the Audit Firm's responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and methodology specified in Section 3. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve any minimum technical score indicated in Section 3.
- 33.2 ECESWA may, where so indicated in the PDS, conduct interviews with the key staff stated in the PDS. The expected method and date of interview shall be as indicated in the PDS. All costs associated with any interviews shall be for the account of the consultant(s) concerned. Consultants shall be provided with adequate notice of any interviews planned.
- 33.3 The proposals proceeding to the financial evaluation shall be determined in accordance with the methodology and criteria specified in Section 3.

### **34.      Opening of Financial Proposals**

- 34.1 After the detailed evaluation is completed, ECESWA shall notify those Audit Firms whose proposals did not qualify for the financial opening, indicating reasons why their proposal was disqualified and that their financial proposals will be returned unopened after of at least 10 working days from display of the best evaluated consultant notice.
- 34.2 ECESWA shall simultaneously notify the Audit Firm(s) whose proposals passed the technical evaluation stage, indicating the date and time set for the opening of financial proposal(s). The opening date shall not be sooner than fourteen (14) days after the notification date where foreign tenderers are included, or seven (7) days where all tenderers are national. The notification will be sent in writing.
- 34.3 The financial proposal(s) shall be opened in the presence of the Audit Firm's representatives who choose to attend. The name of the Audit Firm, the technical

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score, and the proposal price(s) shall be read out and recorded when the financial proposal(s) are opened. ECESWA shall prepare minutes of the public opening.

### 35. Conversion to Single Currency

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

### 36. Margin of Preference

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

### 37. Financial Comparison of Proposals

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

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

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

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

- (a) the proposal price;
- (b) price adjustment for correction of arithmetic errors in accordance with ITC Sub-Clause 31.4;
- (c) adjustment for nonconformities and omissions in accordance with ITC Sub-Clause 31.3; and
- (d) adjustments due to the application of a margin of preference, in accordance with ITC Clause 36.

### 38. Determination of Best Evaluated Proposal

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

### 39. Post-qualification of the Audit Firm

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

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- 39.2 The determination shall be based upon an examination of the documentary evidence of the Audit Firm's qualifications submitted by the Audit Firm, pursuant to ITC Clause 19, to clarifications in accordance with ITC Clause 29 and the qualification criteria indicated in Section 3, Evaluation Methodology and Criteria. Factors not included in Section 3 shall not be used in the evaluation of the Audit Firm's qualifications.
- 39.3 An affirmative determination shall be a prerequisite for award of the Contract to the Audit Firm. A negative determination shall result in disqualification of the proposal, in which event ECESWA shall proceed to the next best evaluated proposal to make a similar determination of that Audit Firm's capabilities to perform satisfactorily.
- 39.4 If pre-qualification has been conducted, no post-qualification will be conducted but pre-qualification information shall be verified.

#### **40.      Negotiations**

- 40.1 Negotiations may be held with the best evaluated Audit Firm following the evaluation of proposals.
- 40.2 The cost of any negotiations or technical discussions shall be borne by the respective parties themselves.

### **F. Award of Contract**

#### **41.      Award Procedure**

- 41.1 ECESWA shall issue a Notice of Intention to Award within ten (10) working days after a decision of the relevant approvals authority to award a contract, to all Audit Firm who participated and the Agency for publication on its website.
- 41.2 ECESWA shall not award a contract to the best evaluated Audit Firm until the lapse of ten (10) working days after the date of issuance of the notice of intention to award.
- 41.3 ECESWA shall award the Contract to the Audit Firm whose offer has been determined to be the best evaluated proposal, provided that the Audit Firm is determined to be qualified to perform the Contract satisfactorily and subject to satisfactory negotiations.

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

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

#### **43.      Signing and effectiveness of the Contract**

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

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- 43.2 Failure by the successful Audit Firm to sign the contract shall constitute sufficient ground for annulment of the contract award.
- 43.3 Effectiveness of the Contract shall be subject to any conditions specified in the Contract.

### 44. Debriefing

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

### 45. Procurement Related Complaints and Administrative Review

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

## 46. Abnormal Low and Abnormally High Prices

### 46.1 Abnormally Low Prices

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

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

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

### 46.2 Abnormally High Prices

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

- 46.2.2 In case of an abnormally high tender price, ECESWA shall make a survey of the market prices, check if the estimated cost of the contract is correct, and review the RFP to check if the Terms of Reference, scope of work and conditions of contract are contributory to the abnormally high proposals. ECESWA may also seek written clarification from the

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Audit Firms on the reason or the high proposal price. ECESWA shall proceed as follows:

- i) If the proposal price is abnormally high based on wrong estimated cost of the contract, ECESWA may accept or not accept the proposal depending on ECESWA's budget considerations.
- ii) If Terms of Reference, scope of work and/or conditions of contract are contributory to the abnormally high proposal prices, ECESWA shall reject all proposals and may re-invite for proposals for the contract based on revised estimates, Terms of Reference, scope of work and conditions of contract.

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

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## Section 2: Proposal Data Sheet

Instructions to Consultants Reference	Data relevant to the ITC
<b>A. General</b>	
ITC 1.1	The Procuring Entity is Examinations Council of Eswatini (ECESWA)
ITC 1.3	<b>Subject:</b> The subject of the procurement is: <b>REQUEST FOR PROPOSALS FOR THE PROVISION OF EXTERNAL AUDIT SERVICES</b>
ITC 1.3	<b>Reference:</b> The Procurement Reference Number is <b>RFP 005 of 2025/2026.</b>
ITC 4.2	<b>Joint Ventures:</b> The individuals or firms in a joint venture, consortium or association <i>shall</i> be jointly and severally liable.
ITC 5.4	<b>Downstream work:</b> ECESWA envisage the need for continuity for downstream work.
<b>B. Request for Proposals Document</b>	
ITC 7	<p><b>Clarification:</b> For clarification purposes only ECESWA's address is:</p> <p>Attention: TENDER BOARD CHAIRPERSON</p> <p>Physical Address: NGONINI ROAD, MLALATINI EZULWINI</p> <p>Email: <a href="mailto:procurement@exams council.org.sz">procurement@exams council.org.sz</a></p> <p>ECESWA will respond to any request for clarification provided that such request is received no later than <i>(02<sup>nd</sup> January 2026 close of business hours)</i>.</p>
<b>C. Preparation of Proposals</b>	
ITC 11.1	<p><b>Submission Method:</b> The proposal submission method shall be:</p> <p><b>1 Original and 2 Copies hand delivered and the packing, marking and documentation within and outside the packages shall be: THE CHIEF EXECUTIVE OFFICER EXAMINATIONS COUNCIL OF ESWATINI P O BOX 1394 NGONINI ROAD, MLALATINI EZULWINI</b></p>
ITC 11.2	<p><b>Pre-Proposal meeting:</b> A Pre-Proposal meeting <b>WILL NOT</b> be held.</p> <p>Date: ..... Time : .....</p> <p>Address for Pre-Proposal meeting: <b>N/A</b></p> <p>The contact details of the Procuring Entity's official(s) are:</p> <p>Name and position:</p> <p>Physical Address:</p> <p>Telephone: <b>+268 24178000 / 24178013</b></p> <p>E mail: <a href="mailto:procurement@exams council.org.sz">procurement@exams council.org.sz</a></p>

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## Part 2: Section 2. Proposal Data Sheet

Instructions to Consultants Reference	Data relevant to the ITC
ITC 12.1	<b>Joint ventures:</b> Short-listed Audit Firms <b>shall</b> be permitted to associate with individual Audit Firms or other Audit Firms or entities in a joint venture.
ITC 12.2	Prior to granting approval to enter into a joint venture, ECESWA <b>shall</b> conduct an assessment of Audit Firm not invited for this assignment.
ITC 13.1	<b>Estimated Months:</b> The estimated number of professional staff-months required for the assignment is: <b>THREE (3) MONTHS.</b>
ITC 14.1(m)	<b>Additional information in Technical Proposal:</b> Additional information required in the Technical Proposal includes details on timelines and estimated time on the ground.
ITC 15.1 (f)	<b>Additional information in Financial Proposal:</b> Additional information required in the Financial Proposal includes: the milestone breakdown of costs and all taxes to be charged accordingly.
ITC 15.3	<b>Price Breakdown:</b> The Financial Proposal <b>SHALL</b> be broken down into the price for each Activity.
ITC 15.4	<b>Taxes:</b> The Financial Proposal should indicate taxes etc as a separate amount save for withholding tax. Non-resident Audit firms must note that Eswatini Income Tax Act, requires that a 15% withholding tax be deducted from each invoice. This tax can however be claimed at their country of residence if the country has an income tax agreement with Eswatini. This is not separate tax.
ITC 16.1	<b>Prices:</b> The prices quoted by the Audit firm shall be <b>followed by specific details like fee schedules, hourly rates, lump-sum amounts, reimbursable expenses, and any taxes.</b>
ITC 17.1 (a)	<b>Currency:</b> For Services originating in Eswatini the currency of the proposal shall be SZL (Eswatini Currency)
ITC 17.1 (b)	<b>Currency:</b> For Services originating from outside of Eswatini the currency of the proposal shall be SZL (Eswatini Currency)
ITC 20.1	<b>Validity:</b> Proposals must remain valid until <b>17<sup>th</sup>, April 2026.</b>
ITC 21.1	<b>Tender Security or Tender Securing Declaration:</b> A Tender Security or Tender Securing Declaration <b>shall not</b> be required.
ITC 21.2	<b>Validity of Tender Security or Tender Securing Declaration:</b> The Tender Security or Tender Securing Declaration shall be valid until: N/A
ITC 22.1	<b>Number of Copies:</b> In addition to the original of the technical and financial proposal, the number of copies of each required is: <b>1 Original and 2 Copies.</b>
ITC 22.2	<b>Form of Authorisation:</b> Power of Attorney or a Notarised Power of Attorney if signed outside Eswatini.

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## Part 2: Section 2. Proposal Data Sheet

Instructions to Consultants Reference	Data relevant to the ITC
<b>D. Submission and Opening of Proposals</b>	
<b>ITC 24.1</b>	<p>For Tender submission purposes only, the Procuring entity's address is:</p> <p>Attention:</p> <p>Physical Address: <b>NGONINI ROAD, MLALATINI EZULWINI</b></p> <p>Floor/Room number: <b>Ground Floor Reception Area</b></p> <p>Town/City: <b>Ezulwini</b></p> <p>Country: <b>Eswatini</b></p> <p>The deadline for Tender submission is <b>15<sup>th</sup> January 2026</b></p> <p>Date and Time (SAST): <b>Thursday 15<sup>th</sup> January 2026, 1159, hours (Eswatini time)</b></p>
<b>ITC 27.1</b>	<ul style="list-style-type: none"> <li>Physical Address: <b>NGONINI ROAD, MLALATINI EZULWINI</b></li> <li>Floor/Room number: <b>2<sup>nd</sup> Floor Auditorium</b></li> <li>Town/City: <b>Ezulwini</b></li> <li>Country: <b>Eswatini</b></li> </ul> <p>Date and Time (SAST): Time: <b>15<sup>th</sup> January 2026 at 1215hrs</b></p>
<b>ITC 33.2</b>	<b>Interviews:</b> Interviews shall not be held.
<b>E. Evaluation of Proposals</b>	
<b>ITC 35</b>	<p><b>Exchange Rate:</b> The currency that shall be used for financial comparison purposes to convert all proposal prices expressed in various currencies into a single currency is: Eswatini Lilangeni. The source of exchange rate shall be: Central Bank of Eswatini. The date for the exchange rate shall be 13<sup>th</sup> January 2025</p>
<b>ITC 36.1</b>	<p><b>Margin of Preference:</b> A margin of preference shall apply.</p> <p>If a margin of preference applies, the application methodology and the level of margin shall be as stated in Section 3, Evaluation Methodology and Criteria.</p>
<b>ITC 45.1</b>	<p>The procedures for making a Procurement-related Complaint are detailed in the ESPPRA website <a href="https://esppra.co.sz">https://esppra.co.sz</a></p> <p>If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, in writing (by the quickest means available, that is by email), to:</p> <p><b>Title/position:</b> <i>The Chief Executive Officer</i></p> <p><b>Procuring Entity:</b> <i>Examinations Council of Eswatini</i></p> <p><b>Email address:</b> <i>procurement@exams council.org.sz</i></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> <li>1. the terms of the Bidding Documents; and</li> <li>2. the Procuring Entity's decision to award the contract.</li> </ol>

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## **Section 3. Evaluation Methodology and Criteria**

### **A Evaluation Methodology**

#### **1. Methodology Used**

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

#### **2. Summary of Methodology**

The evaluation shall be conducted in three sequential stages –

- (a) a preliminary examination to determine the eligibility of consultants and the administrative compliance of bids received.
- (b) a detailed evaluation to determine the commercial and technical responsiveness of the eligible and compliant proposals; and
- (c) a financial comparison to compare costs of the eligible, compliant, responsive proposals received and determine the best evaluated bid.

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

### **B Preliminary Examination Criteria**

#### **3. Eligibility Criteria**

3.1 The eligibility requirements shall be determined for: -

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

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

	<b>Eligibility Requirement</b>	<b>Documentary Evidence to be Provided by the Consultant</b>
(a)	The Consultant has legal capacity to enter into the contract	<ol style="list-style-type: none"><li>(i) Certificate of Incorporation or Registration</li><li>(ii) Trading License for the current year</li><li>(iii) Form J, Form C</li><li>(iv) Audited Financials or Bank Letter</li></ol> <p>Any other sufficient evidence</p>
(b)	The Consultant is not insolvent, in receivership, bankrupt or being wound up, its affairs are not	A written declaration signed by the authorised representative of the Audit Firm

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## Part 2: Section 3. Evaluation Methodology and Criteria

	being administered by a court or a judicial officer, its business activities have not been suspended, and it is not the subject of legal proceedings for any of the foregoing	Or any other sufficient evidence such as Audited Financials.
(c)	The Consultant has fulfilled its obligations to pay taxes	Tax Compliance Certificate issued by Tax Regulator
(d)	The Consultant has fulfilled its obligations to social security contributions	Eswatini National Provident Fund Compliance Certificate
(e)	The Consultant adheres to basic labour legislation	Labour Compliance Certificate [for Swati firms only]
(f)	The Consultant does not have a conflict of interest in relation to the procurement requirement	A written declaration signed by the authorised representative of the Audit Firm
(g)	The Consultant, or any of its directors or officers, have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of five years preceding the commencement of procurement proceedings	Police Clearances for all directors or officers
(f)	The Consultant is not subject to suspension in accordance with section 55 [of the Public Procurement Act, 2011] <sup>1</sup> , and none of its directors or officers have been involved in a tenderer or supplier currently subject to suspension	A written declaration signed by the authorised representative of the Audit Firm

<sup>1</sup> Refers to suspension by the Eswatini Public Procurement Regulatory Agency

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## Part 2: Section 3. Evaluation Methodology and Criteria

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

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

- (a) a certified copy of the Joint Venture Agreement or letter of intent to enter into such an agreement, which is legally binding on all partners, showing that:
  - (i) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
  - (ii) one of the partners will be nominated as being in charge, and receive instructions for and on behalf of any and all partners of the joint venture; and
  - (iii) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- (b) a Power of Attorney from each member of the JV nominating a Representative in the JV and a Power of Attorney from the JV nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

### 4. Administrative Compliance Criteria

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

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**C Detailed Evaluation Criteria**

**5. Technical Criteria**

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

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

<b>Criteria</b>	<b>Maximum Points</b>
<p>Specific Experience of the firm relevant to the assignment.</p> <ul style="list-style-type: none"> <li>Range and depth of company experience with similar audits, including with other public enterprises. &gt;5 years. (20)</li> <li>Reputation of Organization &amp; Quality mechanisms that are available within the organization. (10)</li> <li>General Organizational Capability which is likely to affect implementation (size of the firm, strength of project management support. (10)</li> </ul>	40
<p>Adequacy of the Proposed Approach and Methodology in responding to the Terms of Reference.</p> <ul style="list-style-type: none"> <li>Does the approach and methodology submit address the assignment requirements (15)</li> <li>Is the presentation clear and the sequence of activities in line with the proposed methodology (15)</li> </ul>	30
<p>Similar Assignments undertaken by the firm.</p> <ul style="list-style-type: none"> <li>Consultant must provide a letter consenting that the Procuring Entity will contact the profiled clients/references requesting testimonials (in company letterheads) for similar auditing done from five (5) corporate organisations in the last five (5) years. (10)</li> </ul>	10
<p>Relevant Qualifications and Experience of the Key Personnel</p> <ul style="list-style-type: none"> <li>Lead Consultant must be qualified Auditor and Registered Chartered Accountant. (10)</li> <li>Support staff must have a degree in a business discipline such as accounting, finance, information systems etc. (10)</li> </ul> <p><i>Qualifications must be accompanied by CVs and certified certificates.</i></p>	20
<b>Total:</b>	<b>100 points</b>

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

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### D Financial Comparison Criteria

#### 6. Financial Proposals for QBS and SSS

Following the ranking of the Technical Proposals, when the selection is based on QBS the top- ranked Audit firm is invited to negotiate the Contract. Only the Financial Proposal of the technically top-ranked Audit firm is opened by the opening committee. All other Financial Proposals shall be returned unopened after the Contract negotiations are successfully concluded and the Contract is signed with the successful Audit firm.

When the selection is based on the SSS method and if the invited Audit firm meets the minimum technical score required passing, the financial proposal shall be opened, and the Audit firm invited to negotiate the contract.

#### 6. Financial Proposals for QCBS, FBS, LCS

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

### 7. Combined Quality and Cost Evaluation

#### a. Quality and Cost Based Selection (QCBS) Method

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

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

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

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

The weights given to the Technical (T) and Financial (P) Proposals are:

T = 75, and

P = 25

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## Part 2: Section 3. Evaluation Methodology and Criteria

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

$$S = St \times T\% + Sf \times P\%.$$

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### REP for Consultancy Services



## **Section 4. Proposal Forms**

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#### **RFP for Consultancy Services**



## Part 1: Section 4 Proposal Forms

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

### 4.1.1 Technical Proposal Submission Sheet

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

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

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

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Request for Proposals Document, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- (b) We offer to provide the services in conformity with the Request for Proposals Document for the *[insert a brief description of the Services]*;
- (c) We hereby submit our proposal which includes this technical proposal, and a financial proposal sealed under a separate envelope.
- (d) Our proposal shall be valid until the date specified in ITC Clause 20.1 and it shall remain binding upon us and may be accepted at any time before and including that date.
- (e) We, including any subcontractors or consultants for any part of the contract resulting from this procurement process, are eligible to participate in public procurement in accordance with ITC Clause 4.1;
- (f) We, including any associates, Joint Venture partners or Sub-contractors for any part of the contract, have nationals from eligible countries *[insert the nationality of the Audit Firm, including that of all parties that comprise the Audit Firm, if the Audit Firm is a Joint Venture, consortium or association, and the nationality of each subcontractor]*;
- (g) We have signed and undertake to abide by the Code of Ethical Conduct for Audit Firms attached during the procurement process and the execution of any resulting contract;
- (h) We are not participating, as Audit Firms, in more than one proposal in this procurement process;
- (i) We, including any subcontractors or consultants, do not have any conflict of interest and have not participated in the preparation of the original project for the ECESWA;
- (j) We, our affiliates or subsidiaries—including any subcontractors for any part of the contract—have not been suspended by ESPPRA from participating in public procurement;
- (k) Our Proposal is binding upon us, subject to modifications agreed during any contract negotiations, and we undertake to negotiate on the basis of the staff proposed in our Proposal;
- (l) We understand that this Proposal, shall not be binding on the Entity until a formal contract is prepared and executed;
- (m) We understand that you are not bound to accept the lowest proposal or any other proposal that you may receive;

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

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

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#### RFP for Consultancy Services



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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

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### **RFP for Consultancy Services**



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### 4.1.2 CODE OF ETHICAL CONDUCT IN BUSINESS FOR AUDIT FIRMS

#### 1. Ethical Principles

Audit Firms and providers shall at all times-

- (a) maintain integrity and independence in their professional judgement and conduct;
- (b) comply with both the letter and the spirit of
  - i. the laws of Eswatini; and
  - ii. any contract awarded.
- (c) avoid associations with businesses and organisations which are in conflict with this code.

#### 2. Standards

Audit Firms and providers shall-

- (a) strive to provide works, services and supplies of high quality and accept full responsibility for all works, services or supplies provided;
- (b) comply with the professional standards of their industry or of any professional body of which they are members.

#### 3. Conflict of Interest

Audit Firms and providers shall not accept contracts which would constitute a conflict of interest with any prior or current contract with any Procuring Entity. Audit Firms and providers shall disclose to all concerned parties those conflicts of interest that cannot reasonably be avoided or escaped.

#### 4. Confidentiality and Accuracy of Information

- (1) Information given by Audit Firms and providers in the course of procurement processes, or the performance of contracts shall be true, fair and not designed to mislead.
- (2) Providers shall respect the confidentiality of information received in the course of performance of a contract and shall not use such information for personal gain.

#### 5. Gifts and Hospitality

Audit Firms and providers shall not offer gifts or hospitality directly or indirectly, to staff of a Procuring Entity that might be viewed by others as having an influence on a government procurement decision.

#### 6. Inducements

- (1) Audit Firms and providers shall not offer or give anything of value to influence the action of a public official in the procurement process or in contract execution.
- (2) Audit Firms and providers shall not ask a public official to do anything which is inconsistent with the Act, Regulations, Guidelines or the Code of Ethical Conduct in Business.

#### 7. Fraudulent Practices

Audit Firms and providers shall not-

- (a) collude with other businesses and organisations with the intention of depriving a Procuring Entity of the benefits of free and open competition;
- (b) enter into business arrangements that might prevent the effective operation of fair competition;
- (c) engage in deceptive financial practices, such as bribery, double billing or other improper financial practices;
- (d) misrepresent facts in order to influence a procurement process or the execution of a contract to the detriment of ECESWA; or utter false documents;

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

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

---

**AUTHORISED SIGNATORY**

---

**NAME OF AUDIT FIRM**

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

### 4.1.3 Audit Firm's References

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

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

Consultant's Name: \_\_\_\_\_

Assignment name:		Country:
Location within country:		Professional Staff provided by Audit Firms (profiles):
Name of client:		Nº of staff:
Address:		Nº of Staff-Months; Duration of assignment:
Start date (Month/Year):	Completion date (Month/Year):	Approx. Value of services (in Currency SZL):
Name of Associated Audit Firm, if any:		Nº of Months of Professional Staff provided by Associated Audit Firms:
Name of senior staff (Project Director/Coordinator, Team Leader) involved, and functions performed:		
Narrative description of Project:		
Description of actual services provided by your Staff:		

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

### 4.1.4 Comments and Suggestions on the Terms of Reference

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

#### A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

#### B - On Counterpart Staff and Facilities

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

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

### 4.1.5 Description of the Methodology for performing the Assignment

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

{Suggested structure of your Technical Proposal}:

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

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

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

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

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

### 4.1.6 Team Composition and Task Assignments

<b>1. Technical/Managerial Staff</b>		
<b>Name</b>	<b>Position</b>	<b>Task(s)</b>

<b>2. Support Staff</b>		
<b>Name</b>	<b>Position</b>	<b>Task(s)</b>

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

### 4.1.7 Format of Curriculum Vitae for Proposed Professional Staff

#### CURRICULUM VITAE (CV)

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

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

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

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

#### Membership in Professional Associations and Publications:

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**Language Skills (indicate only languages in which you can work):** \_\_\_\_\_

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### Adequacy for the Assignment:

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

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

#### Certification:

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

{day/month/year}



Name of Expert  
Date

Signature

{day/month/year}

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Name of authorized  
Date  
Representative of the Audit Firm  
(the same who signs the Proposal)

Signature

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### **RFP for Consultancy Services**



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### 4.1.8 Format for confirmation of availability of Key Professional Staff

Subject of procurement:		Procurement reference number	
Consultant			
List of key professional staff	Competencies of key professional staff	Percentage of time for which key staff shall be available	

#### Confirmation

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

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

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#### RFP for Consultancy Services



## Part 1: Section 4 Proposal Forms

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

### 4.1.9 Estimated Time Schedule for Professional Staff

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

Full-time: \_\_\_\_\_ Part-time: \_\_\_\_\_

Signature: \_\_\_\_\_

(Authorised Representative)

Full Name: \_\_\_\_\_ Title: \_\_\_\_\_

Audit Firm: \_\_\_\_\_

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#### RFP for Consultancy Services



## Part 1: Section 4 Proposal Forms

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### 4.1.10 Activity (Work) Schedule

#### A. Technical Input

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

#### B. Completion and Submission of Reports and other Deliverables

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

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#### RFP for Consultancy Services



## Part 1: Section 4 Proposal Forms

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### 4.1.11 Tender Securing Declaration

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

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

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, proposals must be supported by a Proposal Securing Declaration.
2. I/We accept that I/we may be debarred for three years by the Agency from being eligible for bidding in any contract with the Government of Eswatini, if we are in breach of our obligation(s) under the Request for Proposals conditions, because we:
  - a. have withdrawn our proposal during the period of proposal validity specified by us in the Technical Proposal Submission Sheet, except as provided in ITC Sub-Clause 20.3; or
  - b. having been notified of the acceptance of our proposal by the Procuring Entity, during the period of proposal validity, fail or refuse to:
    - (i) sign the Contract in accordance with ITC Clause 43;
    - (ii) furnish the Performance Security, in accordance with the ITC Clause 45; or
    - (iii) accept the correction of our bid by the Procuring Entity, pursuant to ITC sub-Clause 31.4.
3. I/We understand this Proposal Securing Declaration shall expire on *[Insert date as per ITC Clause 21]*.

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

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

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**RFP for Consultancy Services**



## Part 1: Section 4 Proposal Forms

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### 4.1.13

### Declaration of Eligibility

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

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

Re Tender Reference .....

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

- (a) We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract.
- (b) We are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing.
- (c) We have fulfilled our obligations to pay taxes and social security contributions.
- (d) We declare that we adhere to basic labour legislation.
- (e) We have not, and our directors or officers have not, been convicted of any criminal offence related to our/their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings; and
- (f) I/We declare that we are eligible to participate in the above-mentioned public procurement tender as per paragraphs (a) – (e) above.
- (g) We further declare that we are not Politicians and or Public Officers.
- (h) That we do not have a conflict of interest in relation to the procurement requirement as defined in the Instructions to Tenderers.
- (i) I/We are aware that, where it shall be found that any or all of the below mentioned directors of our Company have provided misleading information in preparing this tender document, the tender will be cancelled, and contracts awarded shall be terminated immediately.

Name \_\_\_\_\_ (In the capacity of) \_\_\_\_\_

Authorised Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

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#### RFP for Consultancy Services



## Part 1: Section 4 Proposal Forms

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### 4.2.1 Financial Proposal Submission Sheet

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

Procurement Reference No: [insert Procurement Reference number]

To: [insert complete name of Procuring Entity]

We, the undersigned, declare that:

- (a) The total price of our Proposal is: [insert the total proposal price in words and figures, indicating the various amounts and the respective currencies], inclusive of local taxes;
- (b) The following commissions, gratuities, or fees have been paid or are to be paid with respect to this procurement process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity. If none has been paid or is to be paid, indicate "none"];

Name and address of Recipient	Purpose/ Reason	Currency and Amount

Name: \_\_\_\_\_ [insert complete name of person signing the proposal]

In the capacity of \_\_\_\_\_ [insert legal capacity of person signing the proposal]

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

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#### RFP for Consultancy Services



## Part 1: Section 4 Proposal Forms

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

### 4.2.2 Summary of Proposal Price (Breakdown of Lump Sum)

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

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#### RFP for Consultancy Services



## Part 1: Section 4 Proposal Forms

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### 4.2.3 Breakdown of Fees

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

*State activity name or total proposal:* \_\_\_\_\_

Name	Position	Input Qty	Unit (Days/months etc.)	Rate	Total
<b>Grand Total</b>					

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#### RFP for Consultancy Services



## Part 1: Section 4 Proposal Forms

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### 4.2.4 Breakdown of Reimbursables

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**State activity name or total proposal:** \_\_\_\_\_

**Currency:** \_\_\_\_\_

Description of Cost	Quantity	Unit of Measure	Unit Price	Total Price
<b>Grand Total</b>				

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

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#### RFP for Consultancy Services



## Part 1: Section 4 Proposal Forms

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### 4.2.5 Breakdown of Miscellaneous Expenses

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*State activity name or total proposal: \_\_\_\_\_ Currency: \_\_\_\_\_*

Description of Cost	Quantity	Unit of Measure	Unit Price	Total Price
<b>Grand Total</b>				

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#### RFP for Consultancy Services



### Section 5. Eligible Countries

#### Procurement Reference Number:

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

A country shall not be eligible if:

- (a) as a matter of law or official regulation, the Government of Eswatini prohibits commercial relations with that country, provided that the Government of Eswatini is satisfied that such exclusion does not preclude effective competition for the provision of services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of Eswatini prohibits the provision of Services from that country or any payments to persons or entities in that country.

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#### REP for Consultancy Services



## **PART 2 - Statement of Requirements**

### **Section 6. Statement of Requirements**

**RFP NO. 005 OF 2025/26:**

#### **1. Terms of Reference**

##### **a) Objectives**

The objective of the external audit services is to strengthen the financial controls by avoiding risk and fraud and to utilize the available resources economically and efficiently. The External audit will also assist the Institution to accomplish good governance processes and drafting annual financial statements. The auditor shall provide an independent opinion on ECESWA's financial statements, operations, and compliance with applicable laws and regulations.

The Institution is looking to enter into an agreement of (3) years with an external audit service provider.

In preparing for the external audit plan the Auditor shall utilize the following but not limited types of audit – risk assessment, departmental audits, financial audits, operational audits, human resource audits, contract audits, fraud and financial irregularity audits and follow up audits.

##### **b) SCOPE OF WORK**

The audit will be carried out in accordance with International Standards on Auditing (ISA) and regulations promulgated by the Eswatini Institute of Accountants (ESIA) using a risk-based approach. The key audit focus areas are; but not are limited to the following:

- i) Develop, document, implement, test and maintain a comprehensive external audit plan and system of financial controls. This will help provide assurance that applicable laws, regulations and the Institution policies and procedures are complied with at all times.
- ii) Examine financial transactions for accuracy and compliance with institutional policies and applicable laws and regulations.
- iii) Evaluate financial and operational procedures to assure adequate controls are present.
- iv) Ensure compliance of the statutory requirements with respect to financial matters.
- v) Offer timely and quality advice to the Management, Chief Executive Officer, Audit & Risk Committee and the Council Members with no significant oversights.
- vi) Evaluate, review and monitor effectiveness of financial management system in accordance with up-to-date practice.
- vii) Assessing the fairness of the overall annual financial statement presentation.

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**RFP for Consultancy Services**



## Part 3: Section 8 Special Conditions of Contract

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- viii) Examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements.

### c) EXPECTED OUTPUTS

- i) Carrying out audits as per the audit program.
- ii) Draft the audit report based on the findings raised (ML).
- iii) Discussing audit findings with the Management Team.
- iv) Ensuring compliance with policies, plans, procedure, laws, and regulations.
- v) Detailing procedures to safeguard the Institutions' assets.
- vi) Detailing processes to ensure economical and efficient use of resources.
- vii) Assessing the fairness of the overall annual financial statement presentation.
- viii) Provide an independent opinion on the Council 's financial statements, operations, and compliance with applicable laws and regulations.

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#### RFP for Consultancy Services



### PART 3 - Contract

#### 1. CONTRACT TERMS AND CONDITIONS

##### Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Regulations” means the Public Procurement Regulations, 2022 governing the selection and Contract award process as set forth in this RFP.
- (c) “Applicable Law” means the Laws of Eswatini and any other instruments having the force of law in Eswatini as they may be issued and in force from time to time.
- (d) “Procuring Entity” means the Procuring Entity or implementing agency that signs the Contract for the Services with the selected Consultant.
- (e) “Consultant” means a legally established professional consulting firm or an entity that may provide or provides the Services to the Procuring Entity under the Contract.
- (f) “Contract” means a legally binding written agreement signed between the Procuring Entity and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (g) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (h) “Day” means a calendar day.
- (i) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (j) “Government” means the government of the Kingdom of Eswatini, any Procuring Entity or the relevant approvals authority as defined in the Public Procurement Act of 2011.
- (k) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.

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#### RFP for Consultancy Services



## Part 3: Section 8 Special Conditions of Contract

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- (l) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (m) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (n) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Procuring Entity to the shortlisted Consultants.
- (o) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (p) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (q) “RFP” means the Request for Proposals to be prepared by the Procuring Entity for the selection of Consultants, based on the SRFP.
- (r) “SRFP” means the Standard Request for Proposals, which must be used by the Procuring Entity as the basis for the preparation of the RFP.
- (s) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (t) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Procuring Entity during the performance of the Contract.
- (u) “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Entity and the Consultant, and expected results and deliverables of the assignment.

### Introduction

- 1.1 ECESWA intends to select a Audit Firm from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.
- 1.2 The shortlisted Audit Firm are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis

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for negotiating and ultimately signing the Contract with the selected Audit Firm.

1.3 The Audit Firm should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Audit Firm's expense.

1.4 ECESWA will timely provide, at no cost to the Audit Firms, the inputs, relevant project data, and reports required for the preparation of the Audit Firm's Proposal as specified in the **Data Sheet**.

### **Conflict of Interest**

1.5 The Audit Firm is required to provide professional, objective, and impartial advice, at all times holding ECESWA's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

1.6 The Audit Firm has an obligation to disclose to ECESWA any situation of actual or potential conflict that impacts its capacity to serve the best interest of ECESWA. Failure to disclose such situations may lead to the disqualification of the Audit Firm or the termination of its Contract and/or sanctions by ESPPRA.

1.6.1 Without limitation on the generality of the foregoing, and unless stated otherwise in the **Data Sheet**, the Audit Firm shall not be hired under the circumstances set forth below:

#### **a. Conflicting activities**

(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by ECESWA to provide goods, works, or non-consulting services for a project shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

#### **b. Conflicting assignments**

(ii) Conflict among consulting assignments: An Audit Firm (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Audit Firm for the same or for another Procuring Entity.

#### **c. Conflicting relationships**

(iii) Relationship with ECESWA staff: An Audit Firm that has a close business or family relationship with a

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professional staff of ECESWA (or of the Procuring Entity, or of implementing agency, or of a recipient of a part of the Government's financing) who are directly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Government throughout the selection process and the execution of the Contract.

### **Unfair Competitive Advantage**

1.7 Fairness and transparency in the selection process require that the Audit Firm or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, ECESWA shall indicate in the **Data Sheet** and make available to all shortlisted Audit Firms together with this RFP all information that would in that respect give such Audit Firm any unfair competitive advantage over competing Audit Firm.

### **Corrupt and Fraudulent Practices**

5.1 The Government requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 6.

5.2 In further pursuance of this policy, Audit Firm shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Government to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Government.

### **Eligibility**

1.8 The Act permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Government-financed projects.

1.9 Furthermore, it is the Audit Firm's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Government.

1.10 As an exception to the foregoing Clauses 6.1 and 6.2 above:

1.10.1 A firm or an individual sanctioned by ESPPRA in accordance with Sections fifty-five (55), fifty-six (56) and fifty-seven (57) of the Public Procurement Act of 2020 and in accordance with regulations 16, 17 and 18 of the Public Procurement Regulations of 2020., shall be ineligible to be awarded a Government-financed contract, or to benefit from a Government-financed contract, financially or otherwise, during such period of time as ESPPRA shall determine. The

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### b. Prohibitions

list of debarred firms and individuals is available at the electronic address specified in the **Data Sheet**.

1.10.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:

(a) as a matter of law or official regulations, the Government prohibits commercial relations with that country, provided that Cooperating Partners involved are satisfied that such exclusion does not preclude effective competition for the provision of Services required; or

### c. Restrictions for Government-owned Enterprises

6.3.3 A statutory corporation or body or company in which Government has a majority or controlling interest shall be eligible only if they meet the provisions of Section 92 of the Public Procurement Regulations 2020.

To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it meets the provisions of Section 92 of the Public Procurement Regulations 2020

### d. Restrictions for public employees

6.3.4 Public Officials of Eswatini are not eligible to be included as Experts in the Audit Firm's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of Eswatini, and they:

(i) are on leave of absence without pay, or have resigned or retired;

(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring

(in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in Eswatini, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Audit Firm's Proposal.; and

(iii) their hiring would not create a conflict of interest.

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### B. Preparation of Proposals

#### General Considerations

1.1 In preparing the Proposal, the Audit Firm is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

#### Cost of Preparation of Proposal

1.2 The Audit Firm shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Entity is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Audit Firm.

#### Language

1.3 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Audit Firm and the Procuring Entity, shall be written in **English**.

#### Documents Comprising the Proposal

1.4 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

1.5 If specified in the **Data Sheet**, the Audit Firm shall include a statement of an undertaking of the Audit Firm to observe, in competing for and executing a contract, the Procuring Entity country's laws against fraud and corruption (including bribery).

1.6 The Audit Firm shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

#### Only One Proposal

1.7 The Audit Firm (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Audit Firm, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub- Audit Firm, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

#### Proposal Validity

1.8 The **Data Sheet** indicates the period during which the Audit Firm's Proposal must remain valid after the Proposal submission deadline.

1.9 During this period, the Audit Firm shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

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1.10 If it is established that any Key Expert nominated in the Audit Firm's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and may be subject to sanctions in accordance with Clause 5 of this ITC.

**a. Extension of Validity Period**

1.11 ECESWA will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, ECESWA may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

1.12 If the Audit Firm agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

1.13 The Audit Firm has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

**b. Substitution of Key Experts at Validity Extension**

1.14 If any of the Key Experts become unavailable for the extended validity period, the Audit Firm shall provide a written adequate justification and evidence satisfactory to the Procuring Entity together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

1.15 If the Audit Firm fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Entity, such Proposal will be rejected.

**c. Sub-Contracting**

1.16 The Audit Firm shall not subcontract the whole of the Services.

**Clarification and Amendment of RFP**

1.17 The Audit Firm may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to ECESWA's address indicated in the **Data Sheet**. ECESWA 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 its source) to all shortlisted Audit Firm. Should the ECESWA deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

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### Preparation of Proposals – Specific Considerations

1.17.1 At any time before the proposal submission deadline, ECESWA may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Audit Firm and will be binding on them. The shortlisted Audit Firm shall acknowledge receipt of all amendments in writing.

1.17.2 If the amendment is substantial, ECESWA may extend the proposal submission deadline to give the shortlisted Audit Firm its reasonable time to take an amendment into account in their Proposals.

1.18 The Audit Firm may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

1.19 While preparing the Proposal, the Audit Firm must give particular attention to the following:

1.19.1 If a shortlisted Audit Firm considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-Audit Firms, it may do so with either (a) non-shortlisted Audit Firm(s), or (b) shortlisted Audit Firms if permitted in the **Data Sheet**. In all such cases a shortlisted Audit Firm must obtain the written approval of ECESWA prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Audit Firm shall be a lead member. If shortlisted Audit Firms associate with each other, any of them can be a lead member.

1.19.2 ECESWA may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or ECESWA's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Audit Firm's own estimates for the same.

1.19.3 If stated in the **Data Sheet**, the Audit Firm shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

1.19.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

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<b>Technical Proposal Format and Content</b>	1.20 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
	15.1.1 Audit Firm shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.
<b>Financial Proposal</b>	1.21 Depending on the nature of the assignment, the Audit Firm is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the <b>Data Sheet</b> and using the Standard Forms provided in Section 3 of the RFP.
	1.22 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the <b>Data Sheet</b> .
<b>a. Price Adjustment</b>	1.23 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the <b>Data Sheet</b> .
<b>b. Taxes</b>	1.24 The Audit Firm and its Sub- Audit Firm and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the <b>Data Sheet</b> . Information on taxes in Eswatini is provided in the <b>Data Sheet</b> .
<b>c. Currency of Proposal</b>	1.25 The Audit Firm may express the price for its Services in the currency or currencies as stated in the <b>Data Sheet</b> . If indicated in the <b>Data Sheet</b> , the portion of the price representing local cost shall be stated in the national currency.
<b>d. Currency of Payment</b>	1.26 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

## C. Submission, Opening and Evaluation

<b>Submission, Sealing, and Marking of Proposals</b>	17.1 The Audit Firm shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the <b>Data Sheet</b> , the Consultant has the option of submitting its Proposals electronically.
	17.2 An authorized representative of the Audit Firm shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the

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form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN UNTIL 15<sup>TH</sup> JANUARY 2026 AT 1215PM.**"

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**"

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "**DO NOT OPEN BEFORE 1215PM ON 15<sup>TH</sup> JANUARY 2026**".

17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, ECESWA will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Procuring Entity no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Procuring Entity after the deadline

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shall be declared late and rejected, and promptly returned unopened.

### Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Audit Firm should not contact ECESWA on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

18.2 Any attempt by shortlisted Audit Firm or anyone on behalf of the Audit Firm to influence improperly the Procuring Entity in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing sanctions procedures.

18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a consultant wishes to contact the Procuring Entity or ESPPRA on any matter related to the selection process, it should do so only in writing.

### Opening of Technical Proposals

19.1 ECESWA's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Audit Firm's authorized representatives who choose to attend (in person, as stated in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 23 of the ITC.

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Audit Firm or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

### Proposals Evaluation

20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and approved.

20.2 The Audit Firm is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While

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evaluating the Proposals, ECESWA will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

### Evaluation of Technical Proposals

21.1 ECESWA's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

### Financial Proposals for QBS

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.

22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Audit Firm is opened by ECESWA's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

### Public Opening of Financial Proposals (for QCBS, and LCS methods)

23.1 After the technical evaluation is completed and has been approved, ECESWA shall notify those Audit Firm whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Audit Firm's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Procuring Entity shall simultaneously notify in writing those Audit Firm's that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Audit Firm's sufficient time to make arrangements for attending the opening. The Audit Firm's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Audit Firm's choice.

23.2 The Financial Proposals shall be opened by ECESWA's evaluation committee in the presence of the representatives of those Audit Firm's whose proposals have passed the minimum technical score. At the opening, the names of the Audit Firm's, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and

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#### RFP for Consultancy Services



## Part 3: Section 8 Special Conditions of Contract

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the total prices read aloud and recorded. Copies of the record shall be sent to all Audit Firms who submitted Proposals.

### Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

#### a. Time-Based Contracts

24.1.1 If a Time-Based contract form is included in the RFP, ECESWA's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and ECESWA's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

#### b. Lump-Sum Contracts

24.2 If a Lump-Sum contract form is included in the RFP, the Audit Firm's is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

### Taxes

25.1 ECESWA's evaluation of the Audit Firms Financial Proposal shall exclude taxes and duties in Eswatini in accordance with the instructions in the **Data Sheet**.

### Conversion to Single Currency

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

### Combined Quality and Cost Evaluation

#### a. Quality- and Cost-Based Selection (QCBS)

26.2 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Audit

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### RFP for Consultancy Services



## Part 3: Section 8 Special Conditions of Contract

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Firm's achieving the highest combined technical and financial score will be invited for negotiations.

### b. Fixed-Budget Selection (FBS)

26.3 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the **Data Sheet** shall be rejected.

26.4 ECESWA will select the Audit Firms that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Audit Firm's to negotiate the Contract.

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#### **RFP for Consultancy Services**



## Part 3: Section 8 Special Conditions of Contract

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### c. Least-Cost Selection

26.5 In the case of Least-Cost Selection (LCS), the Procuring Entity will select the Audit Firm's with the lowest evaluated total price among those Audit Firm's that achieved the minimum technical score and invite such Consultant to negotiate the Contract.

### Negotiations

#### D. Negotiations and Award

26.6 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Audit Firm's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Audit Firms.

26.7 The Procuring Entity shall prepare minutes of negotiations that are signed by ECESWA and the Audit Firm's authorized representative.

### a. Availability of Key Experts

26.8 The invited C Audit Firm's shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Entity proceeding to negotiate the Contract with the next-ranked Audit Firm's.

26.9 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Audit Firms, including but not limited to death or medical incapacity. In such case, the Audit Firm's shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

### b. Technical negotiations

26.10 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, ECESWA's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

### c. Financial negotiations

26.11 The negotiations include the clarification of the Audit Firm's tax liability in Eswatini and how it should be reflected in the Contract.

26.12 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

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#### RFP for Consultancy Services



## Part 3: Section 8 Special Conditions of Contract

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26.13 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, ECESWA may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with ESPPRA.

The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under Clause 28.8 above, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

### Conclusion of Negotiations

26.14 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initiated by the Procuring Entity and the Consultant's authorized representative.

26.15 If the negotiations fail, ECESWA shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Audit Firm's to respond. If disagreement persists, ECESWA shall terminate the negotiations informing the Audit Firms of the reasons for doing so. After having obtained approval, ECESWA will invite the next-ranked Audit Firm's to negotiate a Contract. Once the Procuring Entity commences negotiations with the next-ranked Audit Firms, ECESWA shall not reopen the earlier negotiations.

### Award of Contract

26.16 After completing the negotiations ECESWA shall obtain approval to the negotiated draft Contract, if applicable; sign the Contract; publish the award information as per the instructions in the **Data Sheet**; and promptly notify the other shortlisted Audit Firm's.

26.17 The Audit Firm's is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

### Standstill Period

26.18 The Contract shall not be signed earlier than the expiry of a Standstill Period of 10 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

26.19 Where a Standstill Period applies, it shall commence when ECESWA has transmitted to each Tenderer the Notification of Intention to Enter into a Contract with the successful Tenderer.

### Debriefing by the Procuring Entity

26.20 ECESWA shall provide the debriefing within five days of receipt of the request.

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#### RFP for Consultancy Services



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## Part 3: Section 8 Special Conditions of Contract

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26.21 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

### Publication of Procurement Contract

Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded on the Website of the Agency. At the minimum, the notice shall contain the following information:

- a) Name and address of the Procuring Entity;
- b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;
- c) The name of the successful Tenderer, the final total contract price, the contract duration.
- d) Dates of signature, commencement and completion of contract;
- e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

### Procurement Related Complaints and Administrative Review

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

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#### RFP for Consultancy Services



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

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

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### **RFP for Consultancy Services**



## Section 8. Special Conditions of Contract

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

<b>GCC clause reference</b>	<b>Special Conditions of Contract</b>
	The Procurement Reference Number is <b>RFP 005 of 2025/26</b>
<b>GCC 1.2 (e)</b>	The Eligible Countries are those listed in Section 5 of the Request for Proposals Document.
<b>GCC 1.2(k)</b>	<b>Member in Charge:</b> The Member in Charge is: .....
<b>GCC 4.1(f)</b>	<b>Contract Documents:</b> Other documents forming part of the contract are: .....
<b>GCC 4.4</b>	<b>Authorised Representatives:</b> The Authorised Representatives are: for the ECESWA: The Chief Executive Officer for the Audit Firm: Authorized Representative
<b>GCC 5.1</b>	<b>Law:</b> The Contract shall be governed by the Laws of Eswatini.
<b>GCC 7.1</b>	<p><b>Notices:</b> The addresses for Notices are:</p> <p><b>For ECESWA:</b></p> <p>Physical Address: Ezulwini Valley, Ngonini Road Town/City: Ezulwini P. O. Box No: P O Box 1394 Country: Eswatini Telephone: 2417 8000 Email: <a href="mailto:procurement@exams council.org.sz">procurement@exams council.org.sz</a></p> <p><b>For the Audit Firm</b></p> <p>Physical Address: ..... Town/City: ..... P. O. Box No: ..... Country: ..... Telephone: ..... Email: .....</p>
	<b>Commencement:</b> The Period within which the Services shall have commenced is <b>upon signing of contract agreement</b>
<b>GCC 17.2</b>	<b>Dispute settlement:</b> Dispute settlement shall be in accordance with the Alternative Dispute Resolution Process under the Laws of Eswatini.

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## Part 3: Section 8 Special Conditions of Contract

GCC clause reference	Special Conditions of Contract
GCC 18.1	<b>Completion of the Services:</b> The Period within which the Services shall have been completed following commencement of the Services is: <b>within 3 years.</b>
GCC 19.5(c)	<b>Further Assistance:</b> The Procuring Entity shall provide the following further assistance: all necessary documents.
GCC 20.1	<b>Counterpart Staff:</b> Counterpart Staff <b>shall</b> be provided
GCC 21.2	<p><b>Payment currencies:</b> Payments shall be made in the currency or currencies of the contract price.</p> <p>The exchange rate for purposes of payment shall be the Central Bank of Eswatini exchange rate prevailing at the time of financial proposal opening</p>
GCC 22.1	<b>The Contract is a Lump Sum.</b>
GCC 24.1	<b>Documentation for Payment:</b> The following documentation shall be required to support invoices requesting payments: <b>report for each stage.</b>
GCC 25.1	<b>Payment Schedule:</b> The payment schedule shall be: as approved
GCC 26.1	<p><b>Advance Payment Guarantee:</b> An Advance Payment Guarantee <b>shall not</b> be required.</p> <p>The period of validity of the Advance Payment Guarantee shall be: <b>N/A</b></p>
GCC 27.1	<b>Payment Period:</b> Payment shall be made by the Procuring Entity within 30 days of receipt and certification of the invoice accompanied by supporting documents and within 30 days in the case of the final payment.
GCC 31.5	<b>Additional provisions:</b> The additional provisions for Personnel time are: <b>N/A</b>
GCC 32.1	<b>Price variation:</b> The Contract Price including the remuneration rates is not subject to price variation for fluctuations in market, commodity or other variable rates.
GCC 33.1	<b>Taxes and duties:</b> The Consultant <b>shall</b> bear and pay all taxes, duties, and levies imposed on the Consultant, by all municipal, state or national government authorities:
GCC 34.5(c)	<b>The Procuring Entity's prior approval:</b> The Procuring Entity's prior approval is also required for: All
GCC 36.1	<b>Joint Venture requirements:</b> The individuals or firms in a joint venture, consortium or association shall be jointly and severally liable.
GCC 38.3(b)	<b>Additional activities prohibited:</b> The following activities are prohibited:
GCC 39.3	<b>Total Liability:</b> The total liability under the Contract shall be the total contract value.
GCC 40.1	<b>Insurance taken out by Consultant:</b> The risks and coverage shall be:

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### RFP for Consultancy Services



## Part 3: Section 8 Special Conditions of Contract

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GCC clause reference	Special Conditions of Contract
	<ul style="list-style-type: none"> <li>(i) Third Party motor vehicle</li> <li>(ii) Third Party liability</li> <li>(iii) Employer's liability and workers' compensation</li> <li>(iv) Professional liability</li> <li>(v) Loss or damage to equipment and property</li> <li>(vi) Other</li> </ul>
<b>GCC 44.1</b>	<b>Restrictions on the use of Deliverables:</b> The future use of deliverables are restricted as follows:
<b>GCC 47.2</b>	<b>Personnel entitlements:</b> The Key Personnel shall be entitled to payment for: N/A

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### RFP for Consultancy Services



## **Section 9. Contract Forms**

### **Table of Contract Forms**

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**RFI for Consultancy Services**



# Agreement

## For Lump Sum/Time Based Contracts

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

**WHEREAS**

- (a) the Procuring Entity has requested the Consultant to provide certain consultancy services (hereinafter called the "Services") as defined herein and attached to this Contract;
- (b) the Consultant having represented to the Procuring Entity that it has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract.

**NOW THEREFORE** the parties hereto agree as follows:

1. The documents forming the Contract shall be as stated in and in the order of priority stated in the General Conditions of Contract.
2. The mutual rights and obligations of the Procuring Entity and the Consultant shall be as set forth in the Contract, in particular:
  - (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Procuring Entity shall pay the Consultant the Contract Price of ..... or such other sum as may become payable under the provisions of the Contract, at the times and in the manner prescribed by the Contract.

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

Signed by ..... (Authorized Representative of the Procuring Entity)

Name: ..... Position: .....

In the presence of:

Name: ..... Position: .....

Signed by ..... (Authorized Representative of the Consultant)

Name: ..... Position: .....

In the presence of:

Name: ..... Position: .....

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**RFP for Consultancy Services**



## Part 3: Section 9: Contract Forms

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### Appendices

#### **APPENDIX A STATEMENT OF REQUIREMENTS**

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

#### **APPENDIX B KEY PERSONNEL AND SUB-CONTRACTOR**

- B.1 Team Composition – Technical/Managerial Staff: Names, (where available), positions, assigned tasks and staff-months for each (Section 4 Table 4.1.5).
- B.2 Team Composition – Support Staff [Names, where available], positions, assigned tasks and staff-months for each. (Same as B.1 for Key foreign Personnel to be assigned to work outside Eswatini). (Section 4 Table 4.1.5)
- B.3 List of Sub-contractors (where available); same information with respect to their Personnel as in B.1.
- B.4 List of Sub-contractors (where available); Same information as B.1 for Key local Personnel.]
- B.5 Time Schedule for Professional Staff (Section 4 Table 4.1.7). Specify working hours, holidays and travel time, etc. in accordance with GC Clause 48.

#### **APPENDIX C BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY**

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

- C.1 Breakdown of Contract Price (summarising the main elements of the contract price detailing fees, reimbursables and miscellaneous expenses (Section 4 Table 4.2.2) :
- C.2 Breakdown of Fees into the monthly rates for Personnel (Key Personnel and other Personnel) (Section 4 Table 4.2.3).
- C.3. Breakdown of Reimbursable (Section 4 Table 4.2.4)
- C.4 Breakdown of Miscellaneous Expenses (Section 4 Table 4.2.5)

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

#### **APPENDIX D BREAKDOWN OF CONTRACT PRICE IN ESWATINI LILANGENI**

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

- D.1 Breakdown of Contract Price (summarising the main elements of the contract price detailing fees, reimbursables and miscellaneous expenses (S. 4 Table 4.2.2)
- D.2 Breakdown of Fees into the monthly rates for Personnel (Key Personnel and other Personnel) (Section 4 Table 4.2.3).
- D.3. Breakdown of Reimbursable expenditures (Section 4 Table 4.2.4)
- D.4 Breakdown of Miscellaneous Expenses (Section 4 Table 4.2.5). This appendix will exclusively be used for determining remuneration for additional services.

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**RFP for Consultancy Services**



## Part 3: Section 9: Contract Forms

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

# Advance Payment Security

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

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

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

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

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

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

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

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

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

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

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