

CONFIDENTIAL



**REQUEST FOR PROPOSAL FOR
PROVISION OF OUTSOURCED INTERNAL AUDIT SERVICES**

SWAS RFP/02/2018-2019

Tender Closing Date: Friday, 9th November 2018

CONFIDENTIALITY

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1. INTRODUCTION

TERMS OF REFERENCE FOR THE PROVISION OF OUTSOURCED INTERNAL AUDIT SERVICES

The Swaziland Standards Authority invites proposals for the provision of internal audit services for a period of three years effective 2018/19.

Participating Companies

Only those companies that have relevant experience and capacity to supply the services as specified are eligible to apply.

2. BACKGROUND

The Eswatini Standards Authority (SWASA) is a Category 'A' Public Enterprise established by the Standards and Quality Act, 10, of 2003. The Authority's mission is to promote quality principles and facilitate the use of standards to reduce technical barriers to trade and investment. The control of the corporation is vested in a Council appointed by the Minister for Commerce Industry and Trade.

3. VISION

To be the recognised centre of excellence and preferred supplier of services relating to the use of standards in Swaziland.

4. MISSION

To promote quality principles and facilitate the use of standards to reduce technical barriers to trade and investment and to provide technical support for SMME and industrial development in order to ensure a sustainable Swazi economy.

5. STRATEGIC OBJECTIVES

- 5.1. To lobby government to create a conducive legal framework to strengthen the mandate of SWASA and enhance its operations.
- 5.2. To strive to be compliant to international corporate governance principles and organizational best practice.
- 5.3. To provide financial services to SWASA in order to facilitate the effective and efficient delivery of services.
- 5.4. To develop a staff recruitment and retention strategy in line with remuneration policy best practices in order to attract and retain competent staff.



- 5.5. To improve product and services attractiveness for increased brand awareness and market share in SMME and industry sectors.
- 5.6. To improve product and services attractiveness for increased market share.
- 5.7. To increase the revenue base for SWASA to be able to grow and sustain the organization.
- 5.8. To establish an organizational structure to facilitate the delivery of SWASA's services in the most efficient and effective manner.

6. **OBJECTIVES OF THE INTERNAL AUDIT FUNCTION**

6.1 The objective of this bid is to appoint a suitably qualified and independent service provider who can provide an appropriate internal audit service for the Authority in compliance with the Institute of Internal Auditors' (IIA) Standards.

6.1.1 The internal audit function should assist the Authority to accomplish its objectives by bringing a systematic and disciplined approach to evaluating and improving the effectiveness of risk management control and governance processes as defined by the Standards. The risk management strategy, including the Fraud Prevention Plan, must be used to direct the internal effort.

6.1.2 The role of the internal audit function is to assist the Board of Directors and Executive Management to meet the Authority's strategic objectives and to discharge their responsibilities by providing an independent management assurance on the adequacy and effectiveness of the controls set up by the Board.



6.2 Other objectives/standards/controls of the audit function, which are subject to an evaluation, are to review the following:

- 6.2.1 Internal control processes;
- 6.2.2 The information systems environment;
- 6.2.3 The reliability and integrity of financial and operational information;
- 6.2.4 The effectiveness of operations;
- 6.2.5 Compliance with policies, regulations and contracts;
- 6.2.6 The safeguarding of assets;
- 6.2.7 The economical and efficient use of resources;
- 6.2.8 The achievement of established operational goals and objectives; and
- 6.2.9 Compliance with laws, regulations and controls.

7. SCOPE OF THE WORK

7.1 The scope of the internal audit function includes the following:

- 7.1.1 To carry out a risk assessment workshop and identify potential risks and to develop a Risk Register;
- 7.1.2 The internal audit function must, in consultation with the Finance & Audit Committee, prepare:
 - 7.1.2.1 A rolling three-year Strategic Internal Audit Plan based on its assessment of key risk areas having taken into consideration the authority's current operations, the operations proposed in its corporate or strategic plan and its risk management strategy.
 - 7.1.2.2 An Annual Internal Audit Plan.
 - 7.1.2.3 Plans indicating the scope, cost and timelines of each audit in the annual internal audit.
 - 7.1.2.4 Audit reports directed to the Finance & Audit Committee detailing its performance against the plan to allow effective monitoring and intervention, when necessary.



- 7.1.3 It must co-ordinate with other internal and external providers of assurance to ensure proper coverage and minimal duplication of effort.
- 7.1.4 The internal audit function must assist the Standards Authority in maintaining effective controls by evaluating those controls and developing recommendations for enhancement or improvement.
- 7.1.5 It must assist the Standards Authority in achieving the objectives of SWASA by evaluating and developing recommendations for the enhancement or improvement of the processes through which:
- 7.1.5.1 Objectives and values are established and communicated;
 - 7.1.5.2 The accomplishment of objectives is monitored;
 - 7.1.5.3 Accountability is ensured;
 - 7.1.5.4 Corporate values are preserved;
 - 7.1.5.5 The adequacy and effectiveness of the system of internal control are reviewed and appraised;
 - 7.1.5.6 The relevance, reliability and integrity of management, financial and operating data and reports are appraised;
 - 7.1.5.7 Systems established to ensure compliance with policies, plans, procedures, statutory requirements and regulations, which could have a significant impact on operations, are reviewed; The means of safeguarding assets are reviewed and deemed as appropriate in verifying the existence of such assets;
 - 7.1.5.8 The economy, efficiency and effectiveness with which resources are employed are appraised;
- 7.1.6 The results of operations or programmes are reviewed to ascertain whether they are consistent with SWASA's established objectives and goals and whether the operations or programmes are being carried out as planned; and
- 7.1.7 The adequacy of established systems and procedures are assessed.



7.2 The audits that will need to be considered at SWASA are, among others:

7.2.1 IT security and systems processes audit.

7.2.2 Conducting special assignments and investigations, on behalf of the Finance & Audit Committee or the ED, into any matter or activity affecting the probity, interest and operating efficiency of SWASA.

7.2.3 Audit designed to detect fraud.

8. **FRAUD AND IRREGULARITIES**

In planning and conducting its work, the internal auditor should seek to identify serious defects in internal controls, which might result in possible malpractices. Any such defects must be reported immediately to the Executive Director and/or the Finance & Audit Committee without disclosing these to any other staff. This also applies to instances where serious fraud and irregularities have been uncovered.



9. EXPECTED OUTCOMES AND DELIVERABLES

9.1 Performing Audit Assignments

9.1.1 Each assignment should at least consist of the following:

9.1.1.1 A pre-audit survey;

9.1.1.2 An audit planning memorandum;

9.1.1.3 Minutes of the entrance meeting;

9.1.1.4 A risk assessment document;

9.1.1.5 System descriptions;

9.1.1.6 Audit programmes;

9.1.1.7 Sampling methodology;

9.1.1.8 Mechanisms for follow-up on matters previously reported and feedback to the Finance & Audit Committee;

9.1.1.9 Mechanisms to ensure that working papers are reviewed at the appropriate level;

9.1.1.10 A record of work performed;

9.1.1.11 A review of work performed;

9.1.1.12 Audit findings and recommendations;

9.1.1.12.1 Reporting (a draft internal audit report and a final internal audit report); and Follow-up on previous audit findings.

9.2 Reporting Requirements

9.2.1 The structure of the report should be as follows:

9.2.1.1 Introduction;

9.2.1.2 Audit objective and scope;

9.2.1.3 Background;

9.2.1.4 Executive summary, highlighting significant findings;

9.2.1.5 Findings, recommendations and management response (including implementation dates);

9.2.1.6 All audits as carried out according to the Internal Audit Plan and as approved by the Finance & Audit Committee;

9.2.1.7 Conclusion.

The auditor is to deliver an electronic copy and one signed copy of the final report to the Chairman of the Finance & Audit Committee and the Authority's Executive Director.



10. **QUALITY ASSURANCE REVIEWS OF THE WORK**

The auditor shall ensure that all work conforms to the IIA Standards for Professional Practice. Such work may further be subjected to external quality assurance, as may be considered necessary.

11. **MONITORING THE PROGRESS OF ASSIGNMENTS**

On completion of each assignment, the auditor shall distribute the reports to the Finance & Audit Committee, the Chief Financial Officer and the Executive Director. On a quarterly basis, a report on progress against the plan, significant findings and administrative matters will have to be presented to the Finance & Audit Committee.

12. **INDEPENDENCE AND OBJECTIVITY OF STAFF**

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

13. **DURATION OF CONTRACT**

The contract is expected to run for **Three Years**, commencing on the date of signing the Engagement Letter. It will, however, be renewable annually and this will be subject to a review of the previous year’s performance against the Internal Audit Plan. The successful bidder should be able to start within 30 days of appointment.

14. **EVALUATION CRITERIA**

Phase 1: Technical Evaluation

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

Criteria	Points Allocated
Responsiveness to the Tender’s Terms of Reference	10
Experience of the firm in internal audit services, including specialised skills, expertise and value-added services	10
Experience in the internal audit of public entities	10
Qualifications and experience of team members	10
Ability to provide the services and adequate institutional support	10
Approach, Methodology and Project Management	50
TOTAL	100



The proposals will receive further consideration if they score at least 70% minimum points out of the 100 points on technical criteria as listed above.

15. TECHNICAL PROPOSAL AND CRITERIA

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

15.1.1 Experience of the firm in internal audit services, including specialised skills, expertise and value-added services:

15.1.2 Demonstration of the firm’s substantial internal audit experience.

15.1.3 Specialised skills, expertise and value-added services in the field of internal audit, with an emphasis on best practice methodology, tools and technology used.

15.1.4 Availability of forensic audit skills and tools.

15.1.5 Availability of computer audit skills and tools.

15.1.6 Experience in the internal audit of public entities:

15.1.7 Advanced understanding of and sufficient exposure to the Public Enterprises (Control and Monitoring) Act, 1999.

15.1.8 Experience in the auditing of public entities, with reference letters if possible.

15.1.9 External references, the size of audits and the size of the client base.

16. Qualifications and experience of team members:

16.1 The relevant individuals must be registered with the IIA.

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

17. FINANCIAL PROPOSAL

It is understood that internal audits are based on hourly rates and that budgets are compiled once the appointed auditor has assessed the likely extent of the SCOPE OF WORKS to be performed. Financial proposals will be compared on the basis of hourly rates. Firms are required to submit a table of hourly rates as per the table below. Rates should be inclusive of overheads and VAT. If a particular category does not exist for the firm, it can be omitted.

Category	Rates
Engagement Partner	SZL
Manager	SZL
Senior Auditor	



18. DOCUMENTS TO BE SUBMITTED

- 18.1 Company Profile.
- 18.2 Police Clearance for the Directors
- 18.3 An Original and Valid Tax Compliance Certificate.
- 18.4 A certified copy of Trading License.
- 18.5 Labour Compliance Certificate.
- 18.6 Form J.
- 18.7 Current Year Form C
- 18.8 A copy of the Tenderer's company audited annual financial statements for the past three years or since inception.
- 18.9 Names and Contact Details of at least three (3) reference customers
- 18.10 Completed Price Listing as per Section D of the Tender Document.
- 18.11 Statement of Joint Ventures/Partnerships (if any)

19. SUBMISSION DETAILS

Tenderers are required to submit 3 hard copies of their proposals and 1 copy on a USB stick or CD. Proposals should be forwarded by hand to the SWASA offices as described below by **12 Noon Friday 9th November 2018**.

TENDER NUMBER SWASA RFP/02/2018-2019

**The Executive Director
ESWATINI STANDARDS AUTHORITY
Office No. 2, Plot 247, Marbel Construction Premises
King Mswati III Avenue West & 11th Street
Matsapha Industrial Site.
P.O. Box 1399,
Matsapha
M202**

20. TERMS AND CONDITIONS OF TENDER

- 20.1 SWASA is seeking reliable, financially stable service providers who can meet its stringent cost, quality and service requirements;



20.2 The tender document as well as all other correspondence and documents relating to the tender exchanged by the tenderer and SWASA, shall be written in the English;

20.3 Tenderers should double check the prices quoted for accuracy before submitting their tender documents. Under no circumstances will SWASA accept any request for price adjustment on grounds that a mistake was made in the tendered prices;

20.4 To assist in the examination, evaluation and comparison of tenders, SWASA may, at its discretion, ask the tenderer for a clarification on any part of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted;

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

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



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



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

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

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

**REQUEST FOR PROPOSAL FOR THE PROVISION OF OUTSOURCED
INTERNAL AUDIT SERVICES: DO NOT OPEN BEFORE 12 NOON
(SWAZILAND TIME) ON 9th NOVEMBER 2018**

TENDER NUMBER: SWAS RFP/02/2018-2019

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



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



21.3.6 “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of SWASA, and includes collusive practice among tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive SWASA of the benefits of free and open competition; SWASA will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being blacklisted from procurement at SWASA.

21.3.7 Tenderers and their officers, employees, agents and advisers must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other Tenderer or any other person in relation to the preparation or submission of tenders. In addition to any other remedies available under any law or any contract, the SWASA may at its sole discretion immediately reject any tender submitted by a tenderer that engaged in any collusive tendering, anti-competitive conduct or any other similar conduct with any other tenderer or any other person in relation to the preparation or submission of Tenders.

21.3.8 Any collusion amongst Tenderers or between Tenderers and SWASA personnel is forbidden and discovery of any such act will disqualify the Tenderer(s) and result in disciplinary action against the SWASA employee.

21.3.9 The tender, or contract if it has been concluded already, will be declared invalid if SWASA determines that the Tenderer, or any person acting on his behalf, has offered, promised or given a bribe, gift or other inducement to an officer or employee of SWASA with the intention of influencing the award of the contract.

21.4 **Declaration of Eligibility**

Tenderers are required to complete and return the declaration of eligibility



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

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



22.7 A tender document submitted by a joint venture (JV) of two or more companies must be accompanied by a document forming the joint venture; duly registered and authenticated by a notary public or other official deputed to witness sworn statements, in which precisely defined the conditions under which the joint venture will function, its period of duration, the persons authorized to represent it and obligated thereby, the participation of the several companies forming the joint venture, and any other information necessary to permit a full appraisal of its function. The JV Agreement should be submitted with the tender documents.

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

23.1 Any document submitted in reply to the Invitation to Tender shall become the property of the SWASA. SWASA will use commercially confidential or proprietary information solely for the purpose of the evaluation of tenders and the selection of a suitable contractor.

23.2 Figures should not be altered or erased; any alteration should be effected by striking through the incorrect figures and inserting the correct figures in ink above the original figures. All such amendments should be initialled by the Tenderer in ink.

23.3 Arithmetical errors will be rectified only if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity. In such case, the unit price shall prevail, and the total price shall be corrected. If the tenderer does not accept the correction of the errors, his tender will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

23.4 SWASA will award the contract to the tenderer whose tender has been determined to be substantially responsive to the tender documents and who has offered the best evaluated tender price, provided that, such tenderer has demonstrated the capability and resources to complete the contract, and has offered the appropriate equipment and experienced personnel for the intended operation.



23.4.1 Tenderers must provide the following information in two sets; one in hard copy and the other in a soft copy (scanned format); the technical and financial.

- 23.4.1.1 Company profile.
- 23.4.1.2 Police Clearance for the Directors
- 23.4.1.3 An Original and Valid Tax Compliance Certificate.
- 23.4.1.4 A certified copy of Trading License.
- 23.4.1.5 Labour Compliance Certificate.
- 23.4.1.6 Form J.
- 23.4.1.7 Current Year Form C
- 23.4.1.8 A copy of the Tenderer's company audited annual financial statements for the past three years or since inception.
- 23.4.1.9 Names and Contact Details of at least three (3) reference customers
- 23.4.1.10 Completed Price Listing as per Section D of the Tender Document.
- 23.4.1.11 Statement of Joint Ventures/Partnerships (if any)

23.5 If the tenderer has any doubts as to the meaning of any portion of this document, he should set out in his covering letter the interpretation on which he relies. Clarification and Amendment of RFP Documents

23.6 Consultants may request a clarification of any of the RFP documents up to 5 days before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure detailed below.



23.7 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

23.8 The onus is on tenderers to furnish sufficient information for a full technical and financial evaluation of offers.

23.9 The Authority reserves the right at any point of the tender process, to disqualify any non-compliant tender proposal (i.e., proposals failing to meet the terms of these instructions) received.

23.10 The Authority reserves the right to require a performance guarantee for any upfront payment required by the Service Provider.

23.11 Tender prices must clearly reflect separately all taxes to be charged and should be in Emalangeni;

23.12 **Any query in connection with the Tender or the Invitation to Tender shall be submitted in writing to: procurement@swasa.co.sz**



24. TENDER EVALUATION PROCESS AND CRITERIA

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

24.1 Evaluation of the Technical Proposals

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

24.1.1.1 The responsiveness of the Tenderer to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive proposal shall be given a technical score.

24.1.1.2 A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

24.1.1.3 After the technical evaluation is completed and the Board of Directors has provided its approval, the Agency shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process.

24.1.1.4 The Agency shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.



24.2 **Opening of Financial Proposals**

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

24.3 **Evaluation of Financial Proposals**

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

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



24.4 **Evaluation of Quality Cost based Proposals**

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

24.5 **Place and Time for Negotiations**

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

24.6 **Technical Negotiations**

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



24.7 **Financial Negotiations**

- 24.7.1 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Client's country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
- 24.7.2 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.
- 24.7.3 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.
- 24.7.4 After completing negotiations the Client shall award the Contract to the selected Consultant, and promptly notify all Consultants who have submitted proposals. After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.



24.7.5 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. This will be based on the following:

24.8 Unit pricing / costs for each service.

24.8.1 Tender prices must clearly reflect separately all taxes to be charged.

24.9 Award of Contract

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

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



25. EVALUATION CRITERIA AND WEIGHTINGS

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

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

Maximum Points		40
Proposed Methodology and Approach	<ul style="list-style-type: none"> • Methodologies proposed • Project management, monitoring and quality assurance process 	
Maximum Points		50
Total Maximum		100



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



26. SUBMISSION CHECKLIST

REQUIREMENT	AVAILABLE / NOT AVAILABLE (Please tick - √ or cross – x as appropriate)
A. Company profile.	
B. A Certified copy of a Trading Licence.	
C. An Original and Valid Tax Compliance Certificate.	
D. Labour Compliance Certificate	
E. Form J	
F. Current Year Form C	
G. A Copy of the Tenderers Audited Financial Statements for the past three years or since inception.	
H. Names and contact details of at least three (3) reference customers.	
I. Completed Price Listing as per Section D of the Tender Document.	
J. Statement of joint ventures/partnerships (if any).	

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



27. DECLARATION OF ELIGIBILITY

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

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

To: The Executive Director
Eswatini Standards Authority
P O Box 1399
Matsapha

Dear Madam,

(1) Re REQUEST FOR PROPOSAL: **SWAS RFP/02/2018-2019**

We hereby declare that: -

- a) I/We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract;
- b) I/We are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended, and we are not the subject of legal proceedings for any of the foregoing;
- c) I/We have fulfilled our obligations to pay taxes and social security contributions;
- d) I/We have not, and our directors or officers have not, been convicted of any criminal offence related to our/their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings; and
- e) I/We do not have a conflict of interest in relation to the procurement requirement.
- f) I/We do not have any of its directors or officers, have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of five years preceding the commencement of procurement proceedings;
- g) I/We are not subject to suspension in accordance with section 55, and none of its directors or officers have been involved in a tenderer or supplier currently subject to suspension.

Signed



Authorised Representative

Date



28. FORM OF TENDER

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

.....

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

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

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

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

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

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

Authorised Signatory.....

Name in CAPITAL LETTERS.....

Address.....

.....
Date.....

Phone No.....

Job Title.....

Email.....

