



SEBENTA NATIONAL INSTITUTE

REQUEST FOR PROPOSAL FOR EXTERNAL AUDIT SERVICES

REFERENCE NUMBER: RFP SNI 005 of 2024/25

ISSUED DATE: 30th December 2024

SUBMISSION DATE: 31st January 2025

CONFIDENTIALITY

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**Sebenta National Institute
P. O. Box 64
Mbabane**

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**INVITATION REQUEST FOR PROPOSAL FOR THE PROVISION OF
EXTERNAL AUDIT SERVICES REF NO: SNI 005 of 2024/25**

Sebenta National Institute (SNI) invites sealed tender Proposals for the provision of **External Audit Services for the financial years 2024/25 to 2026/27**. The purpose of this Request for Proposal is to invite for submission of proposals from Audit firms with pertinent skills and experience, to render audit services to the SNI.

Interested firms are expected to have acquired at least three (3) years practical experience in conducting similar work. The firm must have adequate resources in terms of qualified and experienced staff to carry out the assignment. The Institute shall continuously review the performance of the service provider and, if the performance of the service provider is not satisfactory, the Institute shall have the right to terminate the service agreement in line with the agreed terms and conditions.

Detailed information regarding the terms of reference can be downloaded from the ESPPRA's website at <https://esppra.co.sz> or at SNI website, <https://sebenta.ac.sz> and tender submission shall be accompanied by a proof of payment of a non-refundable fee of **E500.00** (Five Hundred Emalangeni). The payment shall be made through cash deposit or EFT at the below account number:

Name : **Sebenta National Institute**
Bank : **Nedbank**
Branch : **Corporate Place, Mbabane**
Account : **20000025764**
Branch : **360164**
Type : **Current Account**

The Proposal shall consist of a Technical Proposal and a Financial Proposal, which shall be in separate sealed envelopes marked "**Technical Proposal - RFP NO. SNI 005 of 2024/25**" and "**Financial Proposal - RFP**

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NO. SNI 005 of 2024/25”, respectively. The two envelopes must be enclosed in a sealed outer envelope, which shall be marked: **“Request for Proposal: Provision of External Audit Services - Do Not Open before 12:00 (noon) on Friday, 31st January 2025”** and addressed to **“The Secretary of the Tender Board, Sebenta National Institute”**. Failure to mark the envelope clearly and accurately may result in rejection of the application.

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SECTION A: INTRODUCTION

Tenderers are requested to complete their proposals following the outline indicated in this document:

1. BACKGROUND

Sebenta National Institute is a Public Enterprise in the Category “A” under the Ministry of Education and Training. Its mandate is to provide Basic Literacy, Non-formal Education, and Vocational Skills Training. The Institute has evolved from providing Basic Literacy Education to adults only, to providing education to all: out of school or over aged children, youths and adults. The Institute’s operations are all over Eswatini with a majority of its clients in the rural areas.

Over the years the Institute has extended its programmes to include non-formal education and vocational skills to every Swazi citizen irrespective of age, socio-economic background & disabilities, hence the slogan changed from **‘Mfundo Yalabadzala’** to **‘Imfundvo Yawonkhewonkhe’** which is education for all.

2. Participating Companies

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

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SECTION B: TERMS AND CONDITIONS OF TENDER

1. SNI is seeking reliable, financially stable vendors who can meet its stringent cost, quality and service requirements.
2. The tender document as well as all other correspondence and documents relating to the tender exchanged by the tenderer and SNI, shall be written in English language.
3. Tenderers should double check the prices quoted for accuracy before submitting their tender documents. Under no circumstances shall SNI accept any request for price adjustment on grounds that a mistake was made in the tendered prices.
4. To assist in the examination, evaluation and comparison of tenders, SNI 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.
5. By submission of the tender, the Tenderer implicitly certifies that:
 - 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.
 - 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.
 - 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.
6. SNI does not bind itself to accept the lowest or any tender nor give any reason for the acceptance or rejection of a tender. SNI may accept a tender for a part of the quantity offered or reject any tender without assigning any reason.

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7. Acceptance or rejection of tender offer shall be communicated by a formal acceptance or rejection letter sent by email or normal post, directly to the tenderer. An acceptance by such letter shall not mean SNI is binding itself to an agreement. SNI 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 *void ab initio*.
8. The offers shall be deemed to be under consideration immediately after the tender closing date until SNI 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 SNI by any means. If necessary, SNI 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. SNI reserves the right to eliminate from the evaluation a tenderer contravening this provision.
9. Tenderers shall not be permitted to change the substance of their offers after the tender box has been opened.
10. SNI reserves the right to modify or change the specifications or even cancel the tender before the tender opening and such modifications or changes shall be communicated to the tenderers in advance as and when decided.
11. Participation in this tender process, or in relation to any matter concerning the tender, shall be at the tenderer's sole risk, cost and expense. SNI shall 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.
12. 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.

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13. The technical and financial proposal should be placed in a sealed envelope and then both envelopes enclosed in one suitable envelope sealed and marked **Provision of External Audit Services “RFP SNI 005 of 2024/25”**
14. Nothing shall prevent SNI from conducting a diligence search of the business of the Tenderers.
15. 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.
16. 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 initialed by the person or persons signing the tender.
17. Declaration of eligibility form must be completed and submitted with the tender document.
18. Completed Tender documents must be placed in the Tender Box situated at the Sebenta National Institute, Somhlolo Road, next to Eswatini College of Technology, **MBABANE** on or before **12:00 Noon** on **Friday, 31st January 2025**.
19. Tenders or any part thereof received after the stipulated closing date and time shall not be accepted. No tender may be modified after the deadline for submission of tenders.
20. Tenders shall be opened from 12:10 pm on the date of closing at the Sebenta National Institute Boardroom, Somhlolo Road, next to Eswatini College of Technology, MBABANE. Tenderers are invited to attend the Tender Opening Session for which they shall be informed if there are changes on the date.
21. The bid price shall be read and recorded in the presence of all the Tenderers, or their representatives present during the opening. However, tenders may be opened even if Tenderers or their representatives are not present at the scheduled time. Each Tenderer and the eventual contract holder agree to be bound by the laws of Eswatini and shall be subject to the laws of the country.

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Each Tenderer shall indicate a place in Eswatini and specify it in the Tender as his/her domicile, where all notifications may be served.

22. SNI 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;

22.1 “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

22.2 “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of SNI, 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 SNI of the benefits of free and open competition; SNI 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 SNI.

22.3 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, SNI 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.

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

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tender, or contract if it has been concluded already, will be declared invalid if SNI 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 SNI with the intention of influencing the award of the contract.

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

- Are or have been the subject of any proceedings or other arrangements relating to bankruptcy, insolvency or financial standing.
- Have been convicted of any offence relating to professional misconduct.
- Has not fulfilled any obligations relating to the payment of taxes in Eswatini.
- 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).

23. The Tenderer should provide satisfactory evidence acceptable to SNI to show that:

23.1 It is a reputable company which has adequate technical knowledge, professional qualification, and wide experience in performing project management services.

23.2 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.

23.3 It has an adequately qualified and experienced team assigned for the work under this tender.

24. The tender shall remain valid and open for acceptance by SNI for not less than ninety (90) days after the submission of tenders.

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- 25.** 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
- 26.** 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.
- 27.** Tenderers are advised to provide all relevant information as required.
- 28.** Any document submitted in reply to the Invitation to Tender shall become the property of SNI. SNI will use commercially confidential or proprietary information solely for the purpose of the evaluation of tenders and the selection of a suitable contractor.
- 29.** 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 initialed by the Tenderer in ink.
- 30.** 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.
- 31.** SNI shall 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.

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- 32.** Tenderers must provide the following information in hard copy(s); for the technical and financial proposal and the following documents certified where necessary;
- A. Company profile.
 - B. A certified copy of Tax Compliance Certificate.
 - C. A certified copy of Trading License.
 - D. Labour Compliance Certificate.
 - E. Form J.
 - F. Form C.
 - G. A certificate of affiliation to a licensing body
 - H. Police clearance of Directors
 - I. Names and Contact Details of at least three (3) reference customers
 - J. Completed Price Listing as per Section C of the Tender Document.
 - K. Statement of Joint Ventures/Partnerships (if any)
- 33.** 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.
- 34.** The onus is on tenderers to furnish sufficient information for a full technical and financial evaluation of offers.
- 35.** SNI 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.
- 36.** SNI reserves the right to require a performance guarantee for any upfront payment required by the vendor.
- 37.** Attach bid submission forms on the tender document.
- 38.** The notice of intention to award will also be published through the ESPPRA website (<https://esppra.co.sz>).
- 39.** Tender prices must clearly reflect separately all taxes to be charged and should be in Emalangeneni.

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40. Any query/ clarification in connection with the Tender or the Invitation to Tender shall be submitted in writing to: **acc@sebenta.co.sz** before **23rd January 2025**.

41. Modification or withdrawal of tenders

41.1 Tenderers may modify or withdraw the tender prior to the deadline for the submission of tenders.

41.2 The modification or notice of withdrawal shall be effective if it is received by the Institute prior to the deadline for submission of tenders.

TENDER DATA SHEET

This Tender Data Sheet shall be read in conjunction with the foregoing “Instructions to Tenderers”

Section	Section description.	Additional or modifying data to the Instructions to Tenderers
1.	Eligibility Criteria	-Tenderers must provide a signed ‘Declaration of Eligibility’ in the format as included in this Tender Document (Section 4). In case of a joint venture or consortium each member must sign a declaration.
2.	Qualification Criteria	-The Qualification Criteria for the audit firm shall be at least 3 years of experience in the provision of external audit services. -For the Qualification Criteria, please attach the requested ‘Qualification and Experience Form.’
3.	Validity Period of the Tender	The validity period of the Tender shall be 90 days from the date of Tender submission.
4.	Documentary	One (1) original and two (2) copy(s) are required for both Financial and Technical proposals. Mark clearly on the Requirements front page, which is the original and which is the copy.
5.	Documents comprising Tenderers Offer	-In addition to the documents stated in the “Instructions to Tenderers”, the following documents are required:

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		<p>-A certified copy of an official statement of the Directors, alternative directors, managers and auditors of the company (for Eswatini firms: Form 'J').</p> <p>-A certified copy of an official statement of the annual summary of shares capital and shares (for Eswatini firms: Form 'C').</p> <p>-Certified copy of the Labour Compliance Certificate.</p> <p>-Certified Police Clearance for Directors and Security personnel</p> <p>-Certified Certificate/licensing from a recognised security body</p> <p>-Document, Qualification and Experience Form</p> <p>-Organizational Structure Form</p>
6.	Prices	<p>Prices must include the cost of providing the services including all taxes and duties to the point of delivery.</p> <p>The point of delivery shall be: Sebenta National Institute Premises.</p> <p>All prices in the tender must be in Emalangeni.</p>
7.	The location for submission of Tenders is:	<p>-The Secretary to the Tender Board SNI Reception, Somhlolo Road, next to Eswatini College of Technology</p> <p>-Tenders must be deposited in the Tender Box at the Reception. The Tender Box Closing Time is as per the Clock at the Reception of the SNI Office Building.</p> <p>-The date and time for submission of Tenders is Friday, 31st January 2025, not later than 12:00 noon.</p>

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		<p>-The envelope SHALL be sealed and must be marked: “Provision of External Audit Services” RFP SNI 005 of 2024/25</p> <p>” Addressed to: The Secretary to the Tender Board Sebenta National Institute Somhlolo Road, MBABANE</p> <p>-The envelope must contain the original, which are marked ‘original’ and an envelope containing the copy, which are marked ‘copy’.</p>
8.	Tender Opening	<p>Tenders will be opened at Sebenta National Institute Boardroom Mbabane, Somhlolo Road, Next to Eswatini College of Technology on Friday, 31st January 2025, at 12:10 pm</p>
9.	Detailed Evaluation	<p>The Criteria stated in the “Instruction to Tenderer” will be used in the evaluation. Tenders will be evaluated on criteria, sub-criteria and point system. Partial Offers will not be accepted. Only complete offers will be considered for evaluation.</p>
10.	Award of Contract	<p>A Performance Security is required to the value of 5%. The Performance Security shall be provided in the form stated in Special Conditions of the Contract and shall be valid for the period of the Contract including any warranty obligations. Once delivery has been completed the Supplier may apply to have the Performance Security reduced to 1% to cover the period of warranty obligations.</p>

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TENDER FORMS

TECHNICAL PROPOSAL SUBMISSION FORM

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

Tender No. RFP SNI 005 of 2024/25

To: The Secretary of the Tender Board
Sebenta National Institute
P.O. Box 64
Mbabane

Dear Sir,

Having examined the Invitation to Tender documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide External Audit Service at Sebenta National Institute in conformity with the said “Invitation to Tender” documents for the sum of

.....
.....

(Sum in figures and in writing) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender and which are inclusive of all taxes.

We undertake, if our Tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements. If our Tender is accepted, and if required in the Special Conditions of Contract, we will obtain the performance security of a reputable bank or an insurance company in a sum equivalent to 5% (five percent) of the Contract Price for the due performance of the Contract, and in the form prescribed by the Procuring Entity.

We agree to abide by this Tender for a period of 60 days from the date fixed for Tender opening, as stated in the Tender Data Sheet Section 15, and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award,

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shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any tender you may receive.

(signature) (in the capacity of)

Duly authorized to sign Tender for and on behalf of _____

[Seal of the Tenderer]

TENDER FORMS

FINANCIAL PROPOSAL - STANDARD FORMS

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal in accordance with instructions provided

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Proposal or Activity Costs

FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

[Note to Audit firm(s):

This Financial Proposal Submission Form should be on the letterhead of the Audit firm(s) and should be signed by a person with the proper authority to sign documents that are binding on the entity. It should be included by the Audit firm in its financial proposal.]

[>>>Location>>>]

[>>>Date>>>]

Procurement Reference No: [>>>insert Proposal Reference number>>>]

To: [>>>Name and address of Procuring Entity>>>]

Dear Sirs:

We, the undersigned, declare that:

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(a) **We offer to provide the consulting services for [>>insert a brief description of the Services>>] in conformity with your Request for Proposals and our technical and financial proposals;**

(b) **The schedule of prices of our proposal is attached.**

(c) Our proposal shall be valid for a period of [>>specify the number of calendar days>>] days from the date fixed for the proposal submission deadline in accordance with the Request for Proposals, and it shall remain binding upon us, subject to any modifications resulting from negotiations, and may be accepted at any time before the expiration of that period; (d) We understand that you are not bound to accept any proposal that you receive;

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

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

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

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

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

FORM FIN-2: Summary of Proposal or Activity Cost

[Note to Audit firm(s): Audit firm(s) may reproduce this form in landscape format with additional columns, rows or fields]

[Commissions and gratuities, if any, paid or to be paid to agents by Audit firm(s) and related to the assignment should be listed]

Cost item	Cost (SZL)
Fees (provide detailed rates and descriptions)	
Reimbursable costs (provide detailed rates and descriptions)	

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% fee increases in subsequent years, describe basis for increase (if applicable)	
Local taxes (provide detailed rates and descriptions)	
Total	

[The above table may be expanded to include more categories and types of relevant data and information as appropriate]

TENDER FORMS

DECLARATION OF ELIGIBILITY

In accordance with the requirements of the Procurement Regulations issued in accordance with the terms of THE PUBLIC FINANCE MANAGEMENT ACT of 2017, all Tenderers must meet the following criteria, to be eligible to participate in public procurement [Tenderers must provide a signed declaration on their company letterhead in the following format. If the Tender is being presented by a joint venture or consortium, all members must sign each their declaration.]

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

To: The Chief Executive Officer

Sebenta National Institute

P O Box 64

Mbabane

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Dear Sirs

(1) RE: Request for Proposal: Tender Reference.

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 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:.....

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TENDER FORMS

FORM FOR TENDER SECURITY

WHEREAS Messrs..... [Name of Tenderer]
of..... [Address of Tenderer]

Hereinafter referred to as the "Tenderer" has on [date] submitted its Tender for the Supply of External Audit Services at Sebenta National Institute AND WHEREAS the said Tenderer has undertaken to abide by his/her Tender so submitted for a period of not less than 90 calendar days of the date of submission hereinabove stated, or such other period as may mutually be agreed between Sebenta National Institute, represented by the Chief Executive Officer of Sebenta National Institute and the Tenderer.

NOW

WE,..... [Name

And address of financial institution registered in the Kingdom of Eswatini] hereby guarantee and undertake to pay to the account of the Sebenta National Institute on first demand in writing and without reference to the Tenderer the sum of Emalangeni E.....[Insert the sum first as a figure, then in words].

PROVIDED THAT

- a) This Tender Security remains valid, and
- b) Sebenta National Institute declares in writing that the Tenderer has failed to abide by his undertaking that the Tender shall remain open for acceptance within the specified period, or that the Tenderer is unwilling for some reason (which shall be clearly stated) to abide by his Tender or enter into a contract agreement with Sebenta National Institute for the Provision of External Audit Services at Sebenta National Institute.

This Tender Security shall remain valid in the first instance until the earlier of:

- a) 10 days after the expiry of the Tenderer's Tender;

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- b) Upon our receipt of copies of the contract signed by the Tenderer and the Performance Security issued to you upon the instruction of the Tenderer; or
- c) Upon our receipt of a copy of a notification from ESPPRA/Sebenta to the Tenderer of the name of the successful Tenderer.

.....

(Authorised Signature)

.....

(Date)

.....

(Name of Signatory)

.....

(Seal/Stamp of Financial Institution)

.....

(Position of Signatory)

TENDER FORMS

QUALIFICATIONS AND EXPERIENCE

INVITATION TO TENDER FOR THE PROVISION OF EXTERNAL AUDIT SERVICES AT SEBENTA NATIONAL INSTITUTE

Reference RFP SNI 005 of 2024/25

Tenderers must submit detailed information of their experience in external audit and must furthermore submit acceptable proof of their ability to supply high quality service and submit a list of present external audit Contracts together with their Tender Documents. Tenders are not limited to a specific number of pages detailing qualifications and experience but should note that the information provided will be used during the evaluation of this tender.

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Tenderers are reminded that prior to recommending an award of contract the Procuring Entity may decide to post qualify the lowest evaluated substantially responsive tenderer to verify the tenderer’s documentation and people. A contract will not be awarded to any tenderer who fails to be post qualified.

- Details of Tenderers full contact details (physical address, telephone, e-mail address, facsimile number, etc.)

.....
.....

- Details of the extent of the Tenderers external audit activities and business e.g. branches etc.:

.....
.....

- The number of years that the Tenderer is in the external audit business, (specifically in undertaking assignments of a similar size and complexity):

.....

- A list of existing External Audit contracts (of a similar size and complexity to this assignment):

.....
.....

- Details of past performance in both previous and existing External Audit contracts (of a similar size and complexity to this assignment):

.....

- A list of referees able to directly comment on your past/current performance in delivering External Audit contracts of a similar size and complexity to this assignment:

.....

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.....

- Any other details that demonstrate your experience and capacity to deliver a contract of this complexity:

.....

.....

Signed.....

(For The TENDERER)

Date.....

TENDER FORMS

ORGANIZATIONAL STRUCTURE

INVITATION TO TENDER FOR PROVISION OF EXTERNAL AUDIT SERVICES AT SEBENTA NATIONAL INSTITUTE

Tender Reference RFP SNI 005 of 2024/25

Tenderers are to submit a functional organization structure for managing this Contract. A Clear indication shall be given of the Tenderers envisaged organizational principles, procedures and functions for the effective management and operation of this Contract. Tenders are not limited to a specific number of pages detailing organizational structure but should note that the information provided will be used during the evaluation of this tender.

Tenderers are reminded that prior to recommending an award of contract the Procuring Entity may decide to post qualify the lowest evaluated substantially

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responsive tenderer to verify the tenderer's documentation and facilities. A contract will not be awarded to any tenderer who fails to be post qualified.

1. Details of the contractor's proposed approach to deliver this contract, including principles and procedures to be applied in the management of the service and working with the Institute's staff:

.....
.....

2. Details of the contractor's proposed organizational structure to deliver this contract, including expected on site involvement of key supervisory staff (including proposed hours per week):

.....
.....

3. The name and CV of the person who shall have overall responsibility for delivering the External Audit service at Sebenta National Institute and designated leaders. Attach curriculum vitae's.

.....

4. Comments on the specifications, if any:

.....

Signed.....

(For The TENDERER)

Date.....

TENDER FORMS

CURRICULUM VITAE FOR PROPOSED STAFF

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1. Proposed Position: [*Only one candidate shall be nominated for each position*]

2. Name of Staff: [*Insert full name*] _____

3. Nationality: _____

4. Education: _____

[*Indicate College/ University and other specialized education of staff member, giving name of Institutions, degrees obtained, and dates of obtainment*]

5. Other Training: [*Indicate significant training since degrees under 4 - Education were obtained. Attach certified copies of professional qualification for all key personnel*]

6. Membership of Professional Associations:

7. Countries of Work Experience: [*List countries where staff has worked in the last ten years*]

8. Employment Record: [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment dates of employment name of employing organization and positions held*]

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9. Detailed Tasks Assigned

[List all tasks to be performed under this assignment]

10. Work Undertaken that Best Illustrates the Capability to Handle the Assigned Tasks *[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 9.]*

Name of assignment or project: _____

Year: _____

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____

11. Certification:

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

Date: _____

(Signature of staff member)

(Day/Month/Year)

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TENDER FORMS

SPECIFICATIONS

THE INVITATION TO TENDER FOR THE PROVISION OF EXTERNAL AUDIT SERVICES AT SEBENTA NATIONAL INSTITUTE

Tender Reference RFP SNI 005 of 2024/25

1.0 Scope of Service

When it was established in 1960, the Institute provided Adult Basic Literacy to enable to achieve personal development through learner centred, participative and functional teaching and learning approach. Over the years the Institute has extended its programmes to include non-formal education and vocational skills to every Swazi citizen irrespective of age, socio-economic background and disabilities, hence the slogan changed from 'Imfundvo Yalabadzala to Imfundvo yawonkhewonkhe; which is education for adults to education for all.

Sebenta's mandate was formerly extended in 2010 when the Institute was formally tasked with providing Non-formal Primary Education (NPE) to over-aged or out of school children. In this programme Sebenta is expected to create an equivalence between non formal and formal primary education to allow flexibility or movement for learners between the formal and non-formal education systems at grade/age-appropriate levels. The need for creating equivalence necessitated the review and alignment of Sebenta materials with formal education to allow ease to learners' movement between the two systems. The equivalence also resulted in the Institute receiving an examination status in 2012.

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1.1 Terms of Reference

The objective of the tender is to procure services of a consultant to assist SNI with the external audit services for the financial year 2024/2025. The vendor shall undertake the following:

1. Perform audit functions in terms of the Public Finance Act of 2017.
2. The evaluation of Public Finance Management Act of 2017.
3. Conducting audits in accordance with auditing standards and best practice guidelines of public sector auditors.
4. Evaluating compliance with legislation relations to financial matters, financial management and others related to financial management and other related matters against pre-determined objectives.
5. Other legislative functions.
6. Communication audit findings and make recommendations to management.
7. Provide a final report with management responses on corrective actions and the presentation thereof to the audit committee, where necessary.
8. Present final report to the SNI board.

1.2 Milestones and Reporting Timelines

Based on the understanding of the deliverables at hand, the consultant/consultancy is expected to develop an audit plan on how they will carry out the audit activities.

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SECURITY FORM

PERFORMANCE

SCHEDULE OF REQUIREMENTS

REQUEST FOR TENDER FOR THE PROVISION OF EXTERNAL AUDIT SERVICES AT SEBENTA NATIONAL INSTITUTE

Item no	Description of the supply and Qty Required	Qty	Required Delivery period	Delivery address
1.	The Provision of external audit services to Sebenta National Institute	N/A	Three years starting from April 2024 to March 2027	Sebenta National Institute, Mbabane

Partial Offers will not be accepted.

Signed

Date

SECTION C: TENDER EVALUATION PROCESS AND CRITERIA

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

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1. Evaluation of Technical Proposals

- 1.1 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference (TORs), applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St).
- 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.
- 1.3 After the technical evaluation is completed and the Entity Tender Board has provided its approval, SNI shall inform the Audit firm(s) who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Audit firm(s) 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.
- 1.4 SNI 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.

2. Opening of Financial Proposals

2.1 Financial Proposals shall be opened publicly in the presence of the Audit firm s' representatives who choose to attend. The name of the Audit firm(s) and the technical scores of the Audit firms shall be read aloud. The Financial Proposal of the Audit firm(s) 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 Audit firm(s) who requests it.

3. Evaluation of Financial Proposals

- 3.1 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial

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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.

3.2 The Evaluation Committee will convert prices in various currencies to the single currency specified in the RFP document. The official selling rates used, provided by the source indicated in the RFP document, will be those in effect on the date indicated in the RFP document. 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)

4. Evaluation of Quality and Cost based Proposals

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 x T% + Sf x P%. The firm achieving the highest combined technical and financial score will be invited for negotiations.

5. Award of Contract

Prior to recommending an award of contract, the Procuring Entity 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. This will also be published through the ESPPRA website. Thereafter the Procuring Entity will 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.

Prior to the expiration of the Tender's validity, the Procuring Entity will notify the successful Tenderer in writing that its Tender has been accepted. The successful

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Tenderer will be expected to sign a contract within 14 (fourteen) days of the notification of award.

EVALUATION CRITERIA AND WEIGHTINGS

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

Responsiveness of Tender		Responsiveness YES/NO
All required documentation and information have been submitted. A. Checklist as attached in Section D of this document. B. Company profile C. Financial proposal D. Certified Copy of Valid Tax Clearance Certificate E. Certified Copy of Valid Trading License F. Proof of payment for the tender G. Names and contact details of at least three reference customers H. Certified Directors Police clearance I. All the tender documents have been appropriately signed and authorised. J. The document has been submitted in the correct format; K. The correct number of legible copies has been submitted.		
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 in the provision of external audit services, including specialised skills, expertise and value-added services. 	

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	<ul style="list-style-type: none"> • Experience in the provision of external audit services in both public and private sector. ☐ 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 and timelines proposed • Project management, monitoring and quality assurance process 	
Maximum Points		50
Total Maximum Points		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		
Foreign currency rate will be converted to Lilangeni (SZL) at the official selling rate published by the Central Bank of Eswatini on the day of the latest submission date of the tender.		
Evaluation will take place in Lilangeni (SZL) only.		
Evaluation of Quality Cost Based Proposals		
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.		
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 RFP document: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.		
The weights given to the Technical and Financial Proposals are: T = 0.7 P = 0.3		

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GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

(a) “Applicable Law” means the laws and any other instruments having the force of law in Eswatini, as they may be issued and in force from time to time.

(b) “Service Provider” means any private or public entity that will provide the Services to the Institute under the Contract.

(c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, i.e. these General Conditions (GCC), the Special Conditions (SCC), and the Appendices.

(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6.

(e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1.

(f) “GCC” means these General Conditions of Contract.

(g) “Government” means the Government of Eswatini.

(h) “Local Currency” means Lilangeni (SZL).

(i) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.

(j) “Party” means the Institute or the Service Provider, as the case may be, and “Parties” means both of them.

(k) “Personnel” means persons hired by the Service Provider or by any Sub-Service Providers and assigned to the performance of the Services or any part thereof.

(l) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.

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(m) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A hereto.

(n) “Sub-Service Providers” means any person or entity to whom/which the Service Provider subcontracts any part of the Services.

(o) “In writing” means communicated in written form with proof of receipt.

1.2 Law Governing

This Contract, its meaning and interpretation, and the relation Contract between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in the English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

1.4.1 Delivery of

Any notice, request or consent required or permitted to be given, or Notice made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

1.4.2 Change of

A Party may change its address for notice hereunder by giving the Address other Party notice in writing of such change to the address specified in the SCC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in Eswatini or elsewhere, as the Institute may approve.

1.6 Authority of

In case the Service Provider consists of a joint venture/ consortium/Member in association of more than one entity, the Members hereby authorize Charge the entity specified in the SCC to act on their behalf in exercising all the Service

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Provider's rights and obligations towards the Institute under this Contract, including without limitation the receiving of instructions and payments from the Institute.

1.7 Authorized

Any action required or permitted to be taken, and any document Representative required or permitted to be executed under this Contract by the Institute, or the Service Provider may be taken or executed by the officials specified in the SCC.

1.8 Taxes and Duties

The Service Provider, Sub-Service Providers, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SCC, the amount of which is deemed to have been included in the Contract Price.

1.9 Fraud and Corruption

Service Providers should be aware that a Service Provider who engages in corrupt, collusive or fraudulent practices will have their Tenders rejected or Contract terminated in accordance with Clause GCC 2.6.1(c) and may further be subject to prosecution under the laws of Eswatini.

1.9.1 Commission

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

2. COMMENCEMENT, COMPLETION, MODIFICATION TERMINATION CONTRACT AND OF

2.1 Effectiveness

This Contract shall come into effect on the date the Contract is signed by both Parties or at such other later date as may be stated in the SCC. of Contract. The date the Contract comes into effect is defined as the Effective Date.

2.2 Commencement of Services

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The Service Provider shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

2.3 Expiration of Unless terminated earlier pursuant to Clause GCC 2.6, this Contract

shall expire at the end of the period after the Effective Date, as specified in the SCC.

2.4 Modifications

Any modification or variation of the terms and conditions of this or Variations Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any Tenders for modification or variation made by the other Party.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension

Any period within which a Party shall, pursuant to this Contract, of Time complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

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2.5.4 Payments

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

2.6 Termination

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

(a) If the Service Provider does not remedy a failure in the of their obligations under the Contract, within forty-five (45) days after being notified or within any further period as the Institute may have subsequently approved in writing.

(b) If the Service Provider becomes insolvent or bankrupt.

(c) If the Service Provider, in the judgment of the Institute has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(d) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(e) If the Institute, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

(f) If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 8 hereof.

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

(a) If the Institute fails to pay any money due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause GCC 7 hereof within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue.

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(b) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(c) If the Institute fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 8 hereof.

2.6.3 Payment

Upon termination of this Contract pursuant to Clauses GCC 2.6.1 or upon GCC 2.6.2, the Institute shall make the following payments to the Service Provider:

Termination

(a) Payment pursuant to Clause GCC 6 for Services satisfactorily performed prior to the effective date of termination.

(b) Except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GCC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE SERVICE PROVIDER

3.1 General

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

3.2 Conflict of Interests

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

3.2.1 Service

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The payment of the Service Provider pursuant to Clause GCC 6 shall Providers Not constitute the Service Provider's only payment in connection with this to Benefit Contract or the Services, and the Service Provider shall not accept for from Commissions, their own benefit any trade commission, discount, or similar payment in the discharge of their obligations under the Contract, and the Service Disconnection with activities pursuant to this Contract or to the Services or counts, etc.

Provider shall use their best efforts to ensure that the Personnel, any Sub-Service Providers, and agents of either of them similarly shall not receive any such additional payment.

3.2.2 Service

The Service Provider agrees that, during the term of this Contract and Provider and after its termination, the Service Provider and any entity affiliated with Affiliates Not the Service Provider, as well as any Sub-Service Providers and any to be entity affiliated with such Sub-Service Providers, shall be disqualified Otherwise from providing goods, works or services (other than the services) Interested in resulting from or directly related to the Service Provider's Services for Project the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities

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

3.3 Confidentiality

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

3.4 Insurance to be The Service Provider (a) shall take out and maintain, and shall cause Taken Out by the any Sub-Service Providers to take out and maintain, at their (or the Sub-Service Provider Service Providers', as the case may be) own cost but on terms and conditions approved by the Institute, insurance against the risks, and for the coverage, as shall be specified in the

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SCC; and (b) at the Institute's request, shall provide evidence to the Institute showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service

The Service Provider shall obtain the Institute's prior approval in Provider's writing before taking any of the following actions:

Actions Requiring

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

3.6 Reporting Obligations

- (a) The Service Provider shall submit to the Institute the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
- (b) Final reports shall be delivered in **(4) hard copies and a soft copy** as specified in said Appendix.

3.7 Documents Prepared by the Service Provider

- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Service Provider under this Contract shall become and remain the property of the Institute / to be the Property of the Institute, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such Institute documents to the Institute, together with a detailed inventory thereof.
- (b) The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.

4. SERVICE PROVIDER'S PERSONNEL

4.1 Description of Personnel

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

4.2 Removal

(a) Except as the Institute may otherwise agree, no changes shall and/or be made in the Key Personnel. If, for any reason beyond the Replacement reasonable control of the Service Provider, such as retirement, of Personnel death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

(b) If The Institute Finds that any of the Personnel have

(i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Institute's Written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Institute.

(c) The Service Provider shall have no claim for additional costs arising Out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE INSTITUTE

5.1 Assistance

The Institute shall use its best efforts to provide the Service Provider such assistance as specified in the SCC.

5.2 Change in the If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the Law Related to cost incurred by the Service Provider in performing the Services, then Taxes and the remuneration and reimbursable expenses otherwise payable to the Duties Service Provider under this Contract shall be

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increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GCC.

6. PAYMENTS TO THE SERVICE PROVIDER

6.1 Payment

Payments under this unit price contract shall be for the actual quantity delivered or performed, using fixed unit prices for different items specified in the Services described in Appendix A. Payment shall be based on agreed fee rates for nominated personnel and certain type or grade of personnel and reimbursable items, such as transportation and subsistence, using either actual expenses or the agreed unit prices.

6.2 Contract Unit

(a) The unit prices and reimbursables payable in foreign Prices and currency/currencies is set forth in the SCC.

Reimbursable Payment

(b) The unit price and reimbursables payable in local currency is set forth in the SCC.

6.3

1. Terms and Conditions of Payments

Payments will be made to the account of the Service Provider and according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC, the first payment shall be made against the provision by the Service Provider of an advance payment guarantee for the same amount and shall be valid for the period stated in the SCC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the Institute shall have approved in writing. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Service Provider has submitted an invoice to the Institute specifying the amount due.

2. Good Faith

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

3. Settlement Of Disputes

3.1

Amicable Settlement

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

3.2

Dispute Resolution

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

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SECTION D: SUBMISSION CHECKLIST

REQUIREMENT AVAILABLE / NOT AVAILABLE (Please tick - √ or cross – x as appropriate)

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. Completed Price Listing as per instruction to tenderers	
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.

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