



## **TENDER DOCUMENT**

**TENDER No: 6 OF 2021/2022**

**REQUEST FOR PROPOSALS FOR AUDIT SERVICES FOR**  
**MALKERNS TOWN BOARD FOR THE FINANCIAL YEARS**  
**2021/22 TO 2023/24**

**THE TOWN CLERK**

**MALKERNS TOWN BOARD**

**P.O. BOX 100**

**MALKERNS**

**[TEL:2528-3298/398](tel:2528-3298/398)**



## ADVERTISEMENT

### REQUEST FOR PROPOSALS FOR AUDITING THE BOOKS OF ACCOUNTS FOR THE FINANCIAL YEAR 2021/22 TO 2023/24

#### TENDER NUMBER 6 OF 2021/22

Malkerns Town Board (MKTB or “Board”) invites sealed Proposals from suitable, reputable and qualified Chartered Accounting firms registered with Eswatini Institute of Accountants (ESIA) for the Provision of External Audit Service for the Auditing of Books of Accounts for the Board. The ‘Request for Proposals’ document can be obtained at the Town Board Offices.

The purpose of this Request for Proposals (RFP) is to establish a service level agreement to cover a period of three (3) years. Detailed information regarding the terms of reference is available in the ‘Request for Proposals’ document. The Board shall continuously review the performance of the service provider and, if not satisfactory, the Board shall have the right to terminate the service agreement in line with the agreed terms and conditions.

Proposals will be evaluated on a **Quality and Cost basis** and the resulting contract will be a Unit Price contract (i.e. agreed fee rates for a specified period of time for either nominated personnel or a certain type or grade of personnel or type of service, with reimbursable items being on the basis of actual expenses or agreed unit prices).

The Proposal shall consist of a Technical Proposal and a Financial Proposal, which shall be in separate sealed envelopes marked “**Technical Proposal - TENDER NUMBER: 6 OF 2021/22**” and “**Financial Proposal - TENDER NUMBER: 6 OF 2021/22**”, respectively. The two envelopes must be enclosed in a sealed outer envelope, which shall be marked: “**Request for Proposal: Provision of Audit Services for the Auditing of Books of Account for Malkerns Town Board Financial years 2021/22 to 2023/24, TENDER NUMBER: 6 OF 2021/22- Do Not Open before 12:00pm (Eswatini**



time) on 28<sup>th</sup> February 2022” and addressed to “Town Clerk/Chief Executive Officer, Malkerns Town Board, Portion 59 of Farm 65, Mahlanya- Luyengo Road”. Failure to mark the envelope clearly and accurately may result in rejection of the application.

To be eligible for consideration for this proposal, a tenderer should provide in its proposal the documents specified in ‘Instructions to Tenderers’, including the following;

- **Signed declaration of eligibility**
- **Certified copy of a valid Trading Licence**
- **Original and Valid Tax Compliant Certificate**
- **Certified copy of an official statement of the Directors and alternative directors (i.e. Form ‘J’) or owner/s in the case of unincorporated persons**
- **Certified copy of an official statement of the annual summary of share capital and shares (i.e. Form ‘C’ or equivalent) for incorporated persons**
- **Certified copy of Labour Compliance Certificate**
- **Certified Copy of ENPF Compliance Certificate**
- **Police Clearance Certificates for all Directors.**
- **Company profile**
- **E500.00 receipt as proof of tender purchase from Malkerns Town Board**

The Proposal must be deposited in the Tender Box situated at the **Malkerns Town Board offices**, at the latest by **12.00pm (Eswatini time) on 28<sup>th</sup> FEBRUARY 2022**. Late tenders, as well as tenders received by telegram, facsimile, email or similar media **will not be considered**. Tenders received in time by the latest date and time for submission will be opened at the Board’s Offices at **12.00pm on the 28<sup>th</sup> FEBRUARY 2022**. Tenderers may attend the opening procedure.

Requests for clarifications, which must be in writing, should be addressed, via email, to [townclerk@malkernstownboard.co.sz](mailto:townclerk@malkernstownboard.co.sz); and copy to [accounts@malkernstownboard.co.sz](mailto:accounts@malkernstownboard.co.sz). The Board will strive to promptly respond in writing via e-mail to any requests for clarification up until Close of Business on **14<sup>th</sup> FEBRUARY 2022**. Written copies of Board’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders.

**APPOLO MAPHALALA**

**TOWNCLERK/CEO**



## **TERMS OF REFERENCE**

### **PREAMBLE**

The Board requires a qualified and professional registered Auditing firm to undertake the preparation and audit of accounts in accordance with Section 102 of the Urban Government Act of 1969. The firm is required to audit the Financial Statements of the Board which comprises the Statement of Financial Position, the Statements of Comprehensive Income, Statement of Changes in Equity, Statement of Cash flows, Notes, comprising a summary of significant accounting policies and other explanatory notes and comparative information prescribed by the International accounting standards.

The firm shall audit the Board in their preparation and presentation of the financial statements accordance with Swaziland and International Financial Reporting and in the manner required by Section 102 (3) of Urban Government Act, 1969 and Section 93 of the Urban Government Financial Regulations 1969. The audit firm is expected to perform the following responsibilities:

- a. Conduct an independent audit of the Board in line with International Standards on Auditing and International Financial Reporting Standards
- b. Review and evaluate the Board's internal control and risk management system and advise management and the Councillors on adequacy and effectiveness of the internal controls and systems, report of deficiencies and make recommendations on areas of improvements
- c. Express an opinion on whether the financial statements are prepared, in all material respects, in accordance with applicable international financial reporting standards and frameworks, whether the Board has maintained proper books of accounts and whether the accompanying financial statements give a true and fair view of the financial position of the Board.
- d. Provide and other value addition services consistent with the audit of the Board.

### **2. FORM OF COMPLETED WORK**

- a. The Audited Financial statements shall be four (4) hard copies and a Soft Copy.
- b. Draft Financial Statements to be reviewed by management.

- c. Draft Financial Statements shall be presented to the Finance Committee.
- d. The Audit Report and Financial Statements shall be presented to the Board.

### **3. BOARD ASSISTANCE IN PROVIDING BACKGROUND INFORMATION**

The audit firm is expected to make reference to the following:

- The Public Finance Management Act (PFMA) of 2017
- The Urban Government Act of 1969,
- The Rating Act No.4 1995,
- Urban Government Financial Regulation 1969,

### **4. INFORMATION REQUIRED FROM TENDERERS**

The Board will require the tenderers to submit the following information with respect to Auditing Firm.

#### **i) Relevant Experience**

Firms are to furnish Malkerns Town Board with examples of similar auditing work undertaken. The firm shall also state in its work program plan the estimated time to complete the audit. Tenderers shall also provide details of the contact name, address and telephone numbers of at least two recent (i.e. three years and less) clients who can be contacted in order to obtain a reference.

#### **ii) Ownership of consultant and Staff**

Ownership of the firms shall need to be stated by tenderer by way of producing relevant documents – Certificate of Incorporation. Tenderers shall list all individuals that will be involved on the assignment and describe, in brief, their professional and/or academic background as well as their experience in executing similar projects.

#### **iii) Receipt as proof of tender purchase**

Tenderers are requested to provide the Malkerns Town Board receipt as proof of purchase of the tender document.



#### **iv) Proof as registered auditors in the Kingdom of Eswatini**

Tenderers are requested to provide the copy of registered certificate with Eswatini Institute of Accountants (ESIA). Firms without these documents will be automatically disqualified

### **SECTION 1**

#### **INSTRUCTIONS TO AUDIT FIRMS**

#### **DEFINITIONS**

- a) "Board" means Malkerns Town Board.
- b) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property, to influence their participation in a procurement process or affect the execution of a contract.
- c) "Collusive" practices means a scheme or arrangement between two or more Audit firms, with or without the knowledge of the procuring entity, designed to establish tender prices at artificial, non-competitive levels.
- d) "Audit" means any entity or person that may provide or provides the Services to Council under the Contract.
- e) "Contract" means the Contract signed by the Parties and all the attached documents, i.e. the General Conditions (GCC), the Special Conditions (SCC), and the Appendices.
- f) "Corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public officer in the procurement process or in contract execution.
- g) "Data sheet" means such part of the Instructions to Audit firms(s) used to reflect specific assignment conditions.
- h) "Day" means calendar day
- i) "Fraudulent price" means representation or omission of facts in order to influence a procurement process or the execution of a contract.
- j) "Government" means the Government of Swaziland.
- k) "Instructions to Audit firm's "means the document which provides Audit firm(s) with all information needed to prepare their Proposals.

- l) “Personnel” means professionals and support staff provided by the Audit firm or by any Sub-Audit firm and assigned to perform the services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside Swaziland; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside Swaziland.
- m) “Proposal” means the Technical Proposal and Financial Proposal.
- n) “RFP” means this Request For Proposals.
- o) “Services” means the work to be performed by the Audit firm pursuant to the contract.
- p) “Sub-Audit Firm” means any person or entity with whom the Audit firm subcontracts any part of the Services.
- q) “Terms of Reference (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Council and Audit firm, and expected results and deliverables of the assignment.

## **1. Introduction**

1.1 Board will select an Audit firm or organization in accordance with the method of selection specified in the Data Sheet.

1.2 Audit firm (s) are invited to submit a Technical Proposal and a Financial Proposal for the provision of Audit for the review of financial manual and procedures required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Audit firm.

1.3 Audit firm (s) should familiarise themselves with local conditions and take them into account in preparing their Proposals to obtain first-hand information on the assignment and local conditions.

1.4 The Board will make timely available relevant data, information and reports upon signing of contract to the Audit firm(s).

1.5 Audit firm (s) shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Board is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Audit firm (s).

## 2. Conflict of Interest

**In accordance with Section 40 and 41 of the Procurement Act, 2011, the bidder is requested to fully comply with the requirements stated below:**

2.1 Audit firm(s) are required to provide professional, objective, and impartial service at all times and hold the Local Authority's interests' paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

2.2 Without limitation on the generality of the foregoing, Service Providers and any of their affiliates, shall be considered to have a conflict of interest and shall not be eligible for selection, under any of the circumstances set forth below:

(i) Audit firm(s) including its Personnel and Sub-Audit Firm(s) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Audit firm to be executed for the same or for another Local Authority. For example, a consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a consultant assisting the Local Authority in the privatization of public assets shall not purchase, nor advice purchasers of such assets. Similarly, a consultant hired to prepare Terms of Reference for an assignment shall not be hired for the assignment in question.

(ii) Audit firm(s) (including its Personnel and Sub-Audit firms) that has a business or family relationship with a member of the Board's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract.



2.3 Audit firm(s) have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve in the best interest of the Board, or that may be reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Auditing firm or termination of the Contract.

### **3. Association**

3.1 If a shortlisted Auditing firm could derive a competitive advantage from having provided Auditing services related to the assignment in question, the Board shall make available to all shortlisted Auditing firm (s) together with this RFP all information that would in that respect give such Auditing firm any competitive advantage over competing Auditing firm (s).

### **4. Commissions**

4.1 Audit firm (s) shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Audit firm is awarded the Contract, as requested in the Financial Proposal submission form.

### **5. One Proposal**

5.1 Audit firm (s) shall submit one proposal only and the required number of copies. However, this does not limit the participation of the same Sub-Audit firm, including individual experts, to more than one proposal for this RFP.

### **6. Validity**

6.1 The Data Sheet indicates how long Audit firm (s) Proposals must remain valid after the submission date. During this period, Auditing firm (s) shall maintain the availability of Professional staff nominated in the Proposal. Council will make its best effort to complete negotiations within this period. Should the need arise, however, the Board may request Auditing firm (s) to extend the validity period of their proposals.

Audit firm (s) who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Auditing firm (s) can submit new staff in replacement, who would be considered in the final evaluation for contract award. Audit firm (s) who do not agree have the right to refuse to extend the validity of their Proposals.



## **7. Clarification and Amendment of RFP Documents**

7.1 Audit firm (s) may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, through standard electronic means to the Board's e-mail address indicated in the Data Sheet. The Board will respond in writing or by standard electronic means and will send written or electronic copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Audit firm (s) that have shown interest to submit a proposal. Should Council deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure detailed below.

7.2 At any time before the submission of Proposals, the Board may amend the RFP by issuing an addendum in writing or by standard electronic means. To give Audit firm (s) reasonable time in which to take an amendment into account in their Proposals Council may, if the amendment is substantial, extend the deadline for the submission of Proposals.

## **8. Modification or withdrawal of tenders**

(1) Tenderers may modify, or withdraw the tender prior to the deadline for the submission of tenders.

(2) The modification or notice of withdrawal shall be effective if it is received by Board prior to the deadline for submission of tenders.

## **9. Preparation of Proposals**

9.1 The Proposal, as well as all related correspondence exchanged by the Audit firm (s) and the Board, shall be written in the English language.

9.2 In preparing their Proposal, Audit firm(s) are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

## **10. Preparation of the Technical Proposal**

Audit firm(s) are required to submit a full Proposal. The Proposal shall provide the information indicated in following paragraphs from (a) to (k) using the attached Standard Form.

a) A brief description of the Audit firm(s) organisation and an outline of recent experience of the Audit firm(s) and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2. For each assignment, the outline should indicate the names of Sub Consultants / Professional staff who participated, duration of the assignment, contract amount, and Audit firm(s) involvement. Information should be provided only for those assignments for which the Audit firm(s) was legally contracted as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Audit firm(s) should be prepared to substantiate the claimed experience if so, requested by the Board.

b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc., are provided by the Audit firm(s) - Form TECH-3.

c) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organisation and staffing schedule. Guidance on the content of this section of the Proposals is provided under Form - TECH-4.

d) The list of the proposed Professional staff by area of expertise, the position that would be assigned to each team member and their tasks -Form TECH-5.

e) CVs of the Professional staff signed by the staff themselves or by authorised representative of the Professional Staff - Form TECH-6.

f) The proposed work plan should be captured in - Form TECH-7.

g) Declaration of Conflict of interest - Form TECH-8 all Audit Firm(s) must fill in the Declaration of Interest Form.

h) The Price shall include all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at Consultants home office) and (b) reimbursable expenses (FORM FIN-1 SUMMARY OF COSTS)

I) The Audit Firm(s) shall be subject to local taxes such as withholding taxes where applicable. Price quoted are to be inclusive of all taxes.

j) Audit Firm(s) must express the price of their services in Emalangeni (Form TECH-1 and FIN-1) unless otherwise specified in the Data Sheet.

k) The Technical Proposal shall not include any financial information. A Technical Proposal, which contains financial information, shall declared non-responsive.

## **11. Preparation of the Financial Proposal**

11.1 The Financial Proposal shall be prepared using the attached Standard Forms, which prescribe the required minimum data and information. Audit firm (s) may provide additional details if appropriate. It shall list all costs associated with the assignment (excluding venue and conferencing costs for training workshop), including, but not necessarily limited to: (a) remuneration for Audit firm and (b) reimbursable expenses. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures.

11.2 All activities and items described in the Technical Proposal must be priced separately; 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.

11.3 The Audit firm shall be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, and levies) on amounts payable by Council under the Contract.

11.4 Audit firm(s) must express the price of their services in Emalangeneni unless otherwise specified in the Data Sheet. Commissions and gratuities, if any, paid or to be paid by Audit firm(s) and related to the assignment will be listed in the Financial Proposal Form FIN-1.

## **12. Packing and Submission of Proposal**

12.1 The original proposal (Technical Proposal and Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Audit firm(s) themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 and FIN-1

12.2 An authorized representative of the Audit firm(s) shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The signed Technical and Financial Proposals shall be marked “Original”.

12.3 The Technical Proposal shall be marked “Original” or “Copy” as appropriate. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.

12.4 If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated in the Data Sheet, this will constitute grounds for declaring the Proposal non-responsive.

## **13. Latest Date for Submission**

13.1 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Board no later than the date and time indicated in the Data Sheet or any extension to this date. Any proposal received by the Board after the deadline for submission shall be returned unopened.

13.2 A tenderer may modify or withdraw the tender prior to the deadline for the submission of tenders.

#### **14. Opening of Technical Proposals**

14.1 The Board shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

14.2 From the time the Proposals are opened to the time the Contract is awarded, the Audit firm(s) should not contact the Board on any matter related to its Technical and/or Financial Proposal. Any effort by Audit firm(s) to influence Council in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Audit firm s' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

#### **15. Evaluation of the Technical Proposals**

15.1 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). 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.

15.2 After the technical evaluation is completed and the Entity Tender Board has provided it's approval, the Board 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.

15.3 The Board shall simultaneously notify in writing Audit firm(s) that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date allow Audit firm(s) sufficient time to make arrangements for attending the opening. Audit firm(s) attendance at the opening of Financial Proposals is optional.

## **16. Opening of Financial Proposals**

16.1 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 firm's 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 request it.

## **17. Evaluation of Financial Proposals**

17.1 The Evaluation Committee will 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.

## **18. Evaluation of Quality and Cost based Proposals**

18.1 The lowest evaluated Financial Proposal ( $F_m$ ) will be given the maximum financial score ( $S_f$ ) of 100 points. The financial scores ( $S_f$ ) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical ( $S_t$ ) and financial ( $S_f$ ) 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 : ( $s$ ) =  $S_t \times T\%$

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

## **19. Contract Award Procedures**

19.1 The awarding of contract shall be recommended to the best evaluated tenderer, as determined by the evaluation methodology and criteria specified in the invitation document.

19.2 The contract award decision shall be taken by the appropriate approvals authority, but the award decision does not constitute a contract.

19.3 Following the contract award decision, the procuring entity shall prepare a notice indicating the name of the best evaluated tenderer, the value of the proposed contract and any evaluation scores. The notice shall be-

(a) sent directly to all tenderers who submitted tenders by letter and, where appropriate, by fax or email; and,

19.4 The Board shall allow a period of at least ten working days to elapse from the date of despatch of the notice before a contract is awarded.

## **20. Place and Time for Negotiations**

20.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Audit firm 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 Board proceeding to negotiate with the next-ranked Audit firm. Representatives conducting negotiations on behalf of the Audit firm must have written authority to negotiate and conclude a Contract.

## **21. Technical Negotiations**

21.1 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 Audit firm to improve the Terms of Reference. The Board and the Audit firm(s) 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 Board to ensure satisfactory implementation of the assignment. The Board shall prepare minutes of negotiations which will be signed by the Board and the Audit firm.

## **22. Financial Negotiations**

22.1 If applicable, it is the responsibility of the Audit firm, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Audit firm under the Contract. The financial negotiations will include a clarification (if any) of the firm’s tax liability in the Board’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.

22.2 Having selected the Audit firm on the basis of, among other things, an evaluation of proposed Professional staff, the Board expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Board will require assurances that the Professional staff will be actually available.

The Board 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 Audit firm may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and shall be submitted by the Audit firm within the period of time specified in the letter of invitation to negotiate.

22.3 Negotiations will conclude a review of the draft Contract. To complete negotiations the Board and the Audit firm will initial the agreed Contract. If negotiations fail, the Board will invite the Audit firm whose Proposal received the second highest score to negotiate a Contract.



22.4 After completing negotiations the Board shall award the Contract to the selected Audit firm and after Contract signature, promptly notify all Audit firm(s) who have submitted proposals.

22.5 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Audit firm(s) who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract.

### **23. Commencement of Assignment**

23.1 The Audit firm is expected to commence the assignment on the date and at the location specified in the Data Sheet.

### **24. Corrupt, Collusive, Fraudulent or Coercive Practices**

24.1 Audit firm(s) should be aware that an Audit firm who engages in corrupt, collusive, fraudulent or coercive practices will have their proposals rejected and may further be subject to the prosecution under the laws of Swaziland.

### **25. Good standing with the Board**

25.1 Bidding Firms and or their Directors must be of good standing with the local authority in terms of rates and all other dues

## INSTRUCTIONS TO AUDIT FIRMS

### Proposal Data Sheet

Paragraph Reference
<b>NAME OF LOCAL AUTHORITY</b>
Malkerns Town Board
<b>SCOPE</b>
<ul style="list-style-type: none"><li>• Conducting an independent audit of the Board in line with International Standards on Auditing (ISA) and International Financial Reporting Standards (IFRS).</li><li>• Review and evaluate the Board's internal control and risk management systems and advise management and Board members on adequacy and effectiveness of internal controls and systems, report of deficiencies and make recommendations on areas of improvements.</li><li>• Express an opinion on whether the financial statements are prepared, in all material respects, in accordance with the applicable international financial reporting standards and frameworks, whether the Board has maintained proper books of accounts, and whether the accompanying financial statements give a true and fair view of the Board.</li><li>• Provide any other value addition services consistent with the audit of the Board.</li></ul>
<b>METHOD OF SELECTION</b>
Quality and Cost Based Selection (QCBS)
<b>NAME OF ASSIGNMENT</b>
Provision of Services for Auditing The Books of Accounts 2021/2022 to 2023/2024
<b>VALIDITY</b>
Proposals must remain valid for 90 (ninety) days after the submission date.
<b>CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS</b>
Clarifications may be requested in writing (email only), but not later than 14 <sup>th</sup> FEBRUARY 2022. The address for requesting clarifications is: <a href="mailto:townclerk@malkernstownboard.co.sz">townclerk@malkernstownboard.co.sz</a> ; or <a href="mailto:accounts@malkernstownboard.co.sz">accounts@malkernstownboard.co.sz</a>
<b>PREPARATION OF THE TECHNICAL PROPOSAL</b>

As required in Form TECH-6, the following documents shall be included as Appendices to the Technical Proposal if a firm is tendering (in case of a joint venture or consortium each member must provide the documents):

- Signed Declaration of Eligibility (TECH-7 below);
- Certified copy of a valid Trading Licence;
- Certified copy of a valid Tax Clearance Certificate;
- Certified copy of an official statement of the Directors and alternative directors (i.e. Form 'J') or owner/s in the case of unincorporated persons;
- Certified copy of an official statement of the annual summary of share capital and shares (i.e. Form 'C' or equivalent) for incorporated persons; and
- Certified copy of Labour Compliant Certificate (if tenderer is an employer).
- Certified copy of police clearance
- Company profile
- E500.00 proof of tender purchase

#### **PREPARATION OF THE FINANCIAL PROPOSAL**

Taxes: All Audit firm(s) must take note that a withholding tax of 15% on the gross amount paid shall be levied on payment made to non-Swazi residents companies/contractors in respect of services performed in Swaziland and 10% on Swazi resident companies/contractors unless the company/contractor has a tax exemption certificate from the Commissioner of Taxes (Refer to Income Tax Order No. 21 of 1975 as amended)

Information on taxes may be obtained from the following:

**The Commissioner General**

**P.O. Box 186**

**Mbabane**

**Eswatini**

**Tel. +268 2406 4050 (contact centre)**

**Portion 419 of Farm 50, Along MR103 Ezulwini – SRA Headquarters**

GPS Coordinates S 26 25.120 E 31 10.623

#### **PROJECT DURATION**

The estimated period required for the assignment is: Three (3) financial years.



## TRAINING

Training is a specific component of this assignment: No

## COLLECTION & SUBMISSION

Tender documents cost E500.00 (Five Hundred Emalangeni) which is non-refundable & are obtained from Malkerns Town Board Offices and they can also be downloaded from ESPPRA website. [www.sppra.co.sz](http://www.sppra.co.sz);

The proposal submission address:

Tender submission should be in a sealed enveloped marked “Technical Proposal – RFP NO.6 OF 2021/2022 and Financial Proposal – RFP NO.6 of 2021/2022 and addressed to: The Town Clerk/CEO, Malkerns Town Board, P.O. Box 100, Malkerns.

Tender document must be submitted to Malkerns Town Board and deposited to the designated tender box at the Boardroom on or before 12:00, 28<sup>th</sup> February 2021.

***Late or telefax tenders will not be accepted.***

## PACKING AND SUBMISSION OF THE PROPOSAL

The Audit firms must submit One (1) original and three (3) copies of the Technical Proposal, and One (1) original and three (3) copies of the Financial Proposal.

The proposal shall consist of a Technical Proposal and a Financial Proposal, which shall be in separate sealed envelopes marked “Technical Proposal – Tender No. 6 of 2021/22” and Name of tenderer and “Financial Proposal – Tender No.6 of 2021/22”,and Name of tenderer respectively. The two envelopes must be enclosed in a sealed outer envelope, which shall be marked: “Request for Proposal: Provision of Auditing Services for 2021/2022 Books of Accounts – Tender Number 6 of 2021/22 - Do Not Open before 12.00pm (Eswatini time) on the 28<sup>th</sup> FEBRUARY 2022” and addressed to:

The Town Clerk/CEO

Malkerns Town Board

Portion 59 of Farm 65

MALKERNS

MR27 Mahlanya – Luyengo Public Road

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

The Proposal should be deposited in the Tender Box situated at the Malkerns Town Board Offices at the latest by 12.00noon (Eswatini time) on the 28<sup>th</sup> FEBRUARY 2022. *Late applications will not be considered.*

## EVALUATION OF THE TECHNICAL PROPOSALS

**Criteria, sub-criteria and point system for the evaluation of Full Technical Proposals are:**

<b>Criteria</b>	<b>Maximum Points</b>
<b>Experience of the Audit Firm relevant to the assignment (at least 3 relevant projects)</b>	<b>20</b>
Maximum Points	<b>20</b>
<b>Overall Response to TOR</b>	
<ul style="list-style-type: none"> <li>• Technical approach and methodology</li> </ul>	20
<ul style="list-style-type: none"> <li>• Work plan</li> </ul>	10
<ul style="list-style-type: none"> <li>• Organisation and staffing</li> </ul>	10
Maximum Points	<b>50</b>
<b>Company and Key Personnel</b>	
<ul style="list-style-type: none"> <li>• Range and depth of experience with similar Consultancies including with other public enterprises</li> </ul>	<b>10</b>
<ul style="list-style-type: none"> <li>• Relevant experience and qualifications</li> </ul>	<b>10</b>

Maximum Points		<b>20</b>
Participation by Nationals among proposed team		<b>10</b>
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: <b>70 (seventy)</b>		
<b>EVALUATION OF THE FINANCIAL PROPOSALS</b>		
Evaluation will take place in Lilangeni (SZL) only.		
<b>EVALUATION OF QUALITY COST BASED PROPOSALS</b>		
<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: <math>Sf = 100 \times Fm / F</math>, 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: <math>S = St \times T\% + Sf \times P\%</math>. 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:</p> <p><b>T = 0.7</b></p> <p><b>P = 0.3</b></p>		
<b>MODIFICATIONS AND WITHDRAWAL OF RFP</b>		
<p>An Audit Firm may modify or withdraw its RFP after submission, provided that written notice of the notification is received by the Board prior to the deadline for its submission. A withdrawal notice may also be sent to <a href="mailto:townclerk@malkernstownboard.co.sz">townclerk@malkernstownboard.co.sz</a> / <a href="mailto:accounts@malkernstownboard.co.sz">accounts@malkernstownboard.co.sz</a> but followed by a signed confirmation copy. The Audit Firm's representative shall initial RFP changes or modifications in black ink.</p>		

No RFP may be modified after the deadline for submission of RFP's. No RFP may be withdrawn in the interval between the deadline for submission of RFPs and the expiration of its validity.
<b>NEGOTIATIONS ADDRESS</b>
Expected address for contract negotiations: <b>Malkerns Town Board Offices, Portion 59 of Farm 65, MR27 Mahlanya – Luyengo Road.</b>
<b>COMMENCEMENT OF ASSIGNMENT</b>
The assignment is expected to commence on or before MAY 2022 or immediately after contract award (subject to confirmation by the Board).

## SECTION 2

### TECHNICAL PROPOSAL - STANDARD FORMS

Paragraph 9 of 'Instructions to Audit firm s' informs about the format in which the Technical Proposal shall be submitted.

TECH-1 Technical Proposal Submission Form

TECH-2 Audit Firm(s) organisation, Experience and Financial Standing

TECH-3 Comments and suggestions on the Terms of Reference and on counterpart staff and facilities to be provided by the client

TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment.

TECH-5 Proposed Timelines

TECH-6 Documents comprising of the proposal

TECH-7 Staffing schedule

TECH-8 Work Schedule

TECH-9 Declaration of Eligibility



*FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM*

---

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

**To: The Town Clerk**

**Malkerns Town Board**

**Portion 59 of Farm 65**

**MALKERNS**

Dear Sirs:

I, the undersigned, offer to provide **External Audit Services for Malkerns Town Board** in accordance with your Request for Proposal dated [>>>Insert Date>>>] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 2.1 of the Data Sheet, we undertake to negotiate on the basis of the proposal. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the Audit Services related to the assignment not later than the date indicated in Paragraph Reference 22.1 of the Data Sheet.

We understand that Malkerns Town Board is not bound to accept the lowest or any proposal.



We remain,

Yours sincerely,

Authorized Signature:.....

Name and Title of Signatory:.....

Name of Audit Firm:.....

Address:.....

[Stamp of the Firm]

.....



**FORM TECH-2: AUDIT FIRM(S) ORGANISATION AND EXPERIENCE**

**A – Audit Firm’s Organisation**

*[A brief description of the Audit Firm’s Organisation]*

**B - Audit Firm’s Experience**

[using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. The experience must be relevant to the Scope of Services. Use not more than 5 pages.]

Assignment Name:	Approx. value of the services provided by your firm under the contract (in Emalangeni)
Country : Location within country:	Duration of assignment or (months)
Name of client:	Name of senior professional staff of your firm involved and functions performed (indicate the most significant profiles such as Project Director/Coordinator, Team Leader)
Address:	Name of associated Consultants, if any
Start date (month/year):	
Completion date (month/year):	
Narrative description of project:	
Description of actual services provided by your	



staff within the assignment:	
Was the project delivered “to specification, on time and to budget”? What was the Consultants role in delivering the project ‘to specification, on time and to budget?	



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

A – On the Terms of Reference

Present and justify here any modifications or improvement to the Scope of Services you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of activities. Such suggestions should be concise and to the point, and incorporated in your proposal)

B – On any Personnel, Equipment, Facilities and Services to be provided by the Procuring Entity or other Stakeholders

Comment here on any personnel, equipment, facilities and services to be provided by the procuring entity or other stakeholders according to Paragraph Reference 4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc. I the undersigned, certify that to the best of my knowledge and belief, these CVs correctly describes the qualifications, and experience of the team to be assigned for the audit services. I understand that any wilful misstatement described herein may lead to the firm’s disqualification or dismissal, if engaged.

Date:.....



## 5. FORM TECH – 4: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK

### PLAN FOR PERFORMING THE ASSIGNMENT

Technical approach, methodology, and work plan are key components of the Technical Proposal. You are requested to present your Technical Proposal divided into the following three chapters: Technical Approach and Methodology, Work Plan, and Organisation and Staffing.

#### **5.1 Technical Approach and Methodology**

You should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

#### **5.2 Work Plan**

You should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-7

#### **5.3 Organisation and Staffing.**

You should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical support staff.

*FORM TECH – 5: PROPOSED TIMELINES*

<b>Professional Staff</b>				
<b>Name of staff</b>	<b>Firm</b>	<b>Area of expertise</b>	<b>Position Assigned</b>	<b>Task Assigned</b>



7. *FORM TECH – 6* CURRICULUM VITAE (CV) FOR PORPOSED PROFESSIONAL STAFF

1. **Proposed Position** [only one candidate shall be nominated for each position]:
2. **Name of Firm** [insert name of firm proposing staff] .....
3. **Name of staff** [insert full name].....
4. **Date of Birth**..... Nationality .....
5. Education [indicate college/university and any other specialised education of staff member, giving names of institutions, degrees obtained and dates of obtainment]:.....
6. **Membership of relevant professional association**
7. **Other relevant Training** [indicate significant training since degrees under 5 – Education was obtained]:.....
8. **Countries of work experience** [list countries where staff has worked in the last ten years].....
9. **Languages** [for each language indicate proficiency: good, fair, poor in speaking, reading and writing]:.....
10. **Employment record** [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment held (see format here below):  
 dates of employment, name of employing organisation, positions held]:.....  
 From [Year].....To [Year].....  
 Employer:.....  
 Position Held:.....

<p><b>11. Detailed Tasks Assigned</b></p> <p>[List all tasks to be performed under this assignment]</p>	<p><b>12. Work undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b></p> <p>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11]</p>
---	---





	Name of assignment or project Year:..... Location:..... Client:..... Main project features:..... Positions held:..... Activities performed:.....
--	--

**12. Certification:**

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

Date.....

[Signature of staff member or authorised representative of the staff] Day/Month/Year

Full name of authorised representative:.....



**8. FORM TECH – 7 WORK SCHEDULE**

	Acti vity	Weeks											
		1	2	3	4	5	6	7	8	9	10	11	12
1.													
2.													
3.													
4.													
5.													
6.													
7.													
8.													

**9. FORM TECH – 8 DECLARATION OF INTEREST**

**DECLARATION FORM**

Any legal or natural person, excluding any permanent and contractual employee of Malkerns Town Board; may take any offer or offers in terms of this tender invitation. In view of possible allegations of favouritism. Should the resulting tender, or part thereof be awarded to –

Any person employed by Malkerns Town Board in the capacity of a supplier, consultant or service provider, or



Any person who acts on behalf of Malkerns Town Board

Any person having kinship, blood relationship, with a person employed by, or who acts on behalf of Malkerns Town Board; Any legal person who is in any way connected to any person contemplated in paragraph (a), (b), or (c),

It is required that:

The Tenderer or his/her authorised representative shall at submission of the tender document declare his/her positions vis-à-vis Malkerns Town Board and /or take an oath declaring his or her interest, where it is known that any such relationships exist between the Tenderer and a person employed by Malkerns Town Board in any capacity.

Does such a relationship exist?

YES/NO

If YES, state particulars of all such relationships (if necessary, please add additional pages containing the required information)

Name .....  
POSITION .....  
OFFICE WHERE EMPLOYED .....  
TELEPHONE NUMBER .....  
RELATIONSHIP .....

Name .....  
POSITION .....  
OFFICE WHERE EMPLOYED .....  
TELEPHONE NUMBER .....  
RELATIONSHIP .....



Failure on the part of the Tenderer to fill in and/or sign this certificate may be interpreted to mean an associate as stipulated in paragraph 1, above exists.

In the event of a contract being awarded to a Tenderer with an association as stipulated in paragraph 1, above, and it is subsequently known that false information was provided in response to the above question, Malkerns Town Board may, in addition to any other remedy it may have recover from the supplier all costs, losses or damages incurred or sustained by Malkerns Town Board as a result of the award of the contract; and/or

Cancel the contract and claim any damages, which Malkerns Town Board may suffer by having to make less favourable arrangements after such cancellation.

.....  
SIGNATURE OF DECLARANT

.....  
TENDER NUMBER

.....  
DATE

.....  
POSITION OF DECLARANT

.....  
NAME OF COMPANY OR TENDERER



**10. FORM TECH-9: DECLARATION OF ELIGIBILITY**

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

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

**To: The Town Clerk**

**Malkerns Town Board**

**Portion 59 of Farm 65**

**P.O. Box 100**

**MALKERNS**

Dear Sirs,

(1) Re **TENDER NUMBER: 6 OF 2021/22**

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 .....



### **SECTION 3**

#### **FINANCIAL PROPOSAL - STANDARD FORMS**

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal in accordance with instructions provided under paragraph 10 of the ‘Instructions to Audit firms’ section.

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:

(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]*

<b>Cost item</b>	<b>Cost (SZL)</b>
<b>Fees</b> (provide detailed rates and descriptions)	
<b>Reimbursable costs</b> (provide detailed rates and descriptions)	
<b>% fee increases in subsequent years, describe basis for increase</b> (if applicable)	
<b>Local taxes</b> (provide detailed rates and descriptions)	
<b>Total</b>	

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



1. FORM FIN – 3 BREAKDOWN OF COSTS BY ACTIVITY

	Activity	1	2	3	4	5	6	7
1.								
2.								
3.								
4.								
5.								



**Form of Contract**

**CONTRACT FOR CONSULTANCY SERVICES**

Between

**Malkerns Town Board**

And

**(Name of Audit Firm)**

**THE PROVISION OF EXTERNAL AUDIT SERVICES FOR MALKERNS TOWN BOARD**

Dated: .....



**CONTRACT FOR CONSULTING SERVICES**

**SMALL ASSIGNMENTS**

**LUMP –SUM PAYMENTS**

**CONTRACT**

THIS CONTRACT (“Contract”) is entered into this .....day of .....2022 by and between the Malkerns Town Board (“client) having its principal place of business at Malkerns Town Board, Portion 59 of Farm 65, Mahlanya – Luyengo Road respectively and ..... (“the Auditing firm”) having its principal office located in.....

WHEREAS, the Malkerns Town Board wishes the Audit Firm to perform the services hereinafter referred to, and

WHEREAS, the Supplier is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows,

- 1. **Services** – the Audit firm shall perform the services specified in Section 1, ‘‘Terms of Reference and Scope of Service’’ which is made an integral part of this Contract (‘‘the Services) The Audit firm shall provide the personnel listed in section 4, Form B – Firm’s Experience to perform the services.

The Audit Firm shall submit to the Board reports in the form and within the time periods specified in Section 2.

- 2. **Term** – The auditing firm shall perform the services during the period commencing on the .....2022 and continuing until August 2024 and or other period as may be subsequently agreed by the parties in writing.



3. **Payment – A Ceiling**

For services rendered in pursuant to section 2, the Malkerns Town Board shall pay the Audit Firm an amount not exceeding E..... on a monthly basis. This amount has been established based on the understanding that it includes all of the Audit Firm’s costs and profits as well as any tax obligation that may be imposed on the Audit Firm.

B. Schedule of Payments

The schedule of payments is specified below’

- i) E.....monthly in equal instalments for 36 months.

C Payment Conditions

Payment shall be made in Emalangeneni, no later than the last day of every month.

- 4. **Project Administration** - The Malkerns Town Board designates Mr. Appolo Maphalala as the Malkerns Town Board’s coordinator. The Coordinator will be responsible for the coordination of activities under this contract, for acceptance and approval of other deliverables by the Malkerns Town Board and for receiving and approving invoices for the payment.

B. Reports The reports listed in Section 2, “Scope of Work”, shall be submitted in the quarterly as well as Special Audit Assignments as requested from time to time.

**5. Performance Standards** – The Audit Firm undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Audit Firm shall promptly replace any employees assigned under this contract that the Malkerns Town Board considers unsatisfactory.

**6. Confidentiality** – the Audit Firm shall not, during the term of this contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or Malkerns Town Board’s business or operations without the prior written consent of the Malkerns Town Board.

**7. Ownership of Material** – Any studies, reports or other material, graphic, software or otherwise, prepared by the Audit Firm for the Malkerns Town Board under the Contract shall remain the property of Malkerns Town Board. The Audit Firm may retain a copy of such documents and software.



8. **Audit firm not to be engaged in some activities** – The Audit Firm agrees that, during the term of this contract and after its termination, any entity affiliated with the Audit Firm shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services. 35

9. **Insurance** – The Audit Firm will be responsible for taking out any appropriate insurance coverage.

10. **Assignment** - The Audit Firm shall not assign any contractor or sub-contract without Malkerns Town Board’s prior written coverage.

11. **Law Governing Contract and Language** – The Contract shall be governed by the laws of the Kingdom of Eswatini, and the language of the Contract shall be English.

12. **Resolution of disputes** – any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Kingdom of Eswatini.

13. **Non – Performance** – should the Audit Firm fail and /or neglect to fulfil any of its obligations as laid down, articulated and /or expected in terms of the Terms of Reference of the internal audit service and the Contract of Award, the Local Authority shall be entitled to cancel the contract, without prejudice to all damages that may be claimed by the Local Authority, if the defaulting party fails to remedy such default within 30 (thirty) working days after receiving notice to perform its obligations and/or remedy such default as the case may be.

The Local Authority reserves the right to withhold a whole or portion of the initial mutually agreed payment, if performance is unsatisfactory in regard to the agreed Terms of Reference and contract of Award which shall include the unsatisfactory execution of services to be rendered or if the services and/or output fail to meet any agreed specifications and/or deadlines.

**Signed at .....on this day the.....day of March.....2022**

**FOR MALKERNS TOWN BOARD**



**Signed by:**.....

**Title:**.....

**As witnesses:**

**Signed by**.....

**Title:**.....

**Signed by**.....

**Title:**.....

**FOR EXTERNAL AUDITOR**

**Signed by**.....

**Title:**.....

**As witnesses:**

**Signed by**.....

**Title:**.....

