

**PRETORIA**

# PROCUREMENT DOCUMENT

**Procurement: FRAMEWORK AGREEMENT FOR AUDIT and FINANCIAL SERVICES**

**Procedure: Open Procedure**

**Reference number: UM2023/02835/PRET.**

# Important information

Tenders must be delivered to the Embassy of Sweden, 1166 Park Street, Hatfield, Pretoria, 0083 no later than 1st of March 2024, at 13.00 hours

The Embassy of Sweden in Pretoria recommends that the tenderer, as soon as possible after receipt of this invitation, take note of the requirements in this dossier. Some of the requested documentation may have to be obtained from designated authorities, which can result in long lead times. Note that requirements defined as “must” or “shall” are mandatory and must be fulfilled in order to qualify for evaluation.

Requests for clarification or additions to the procurement document shall be submitted in writing via ambassaden.pretoria-sida@gov.se and marked with **UM2023/02835/PRET.** The deadline for submitting questions is: 15th of February 2024.

 Response (QA) to questions will be posted at the Embassy’s website at: [www.swedenabroad.se\pretoria](http://www.swedenabroad.se\pretoria) no later than six (6) days before the tender submission deadline.

# 1. General orientation

## 1.1. Overall description of the procurement

The Embassy intends to enter contracts with three (3) audit firms assuming that at least three comply with the requirements stated in this Invitation to Tender. The Embassy aims at concluding the Framework Agreement to apply from March / April 2024 for a period of two (2) years + 1 +1 year of possible extension. The contracts may be extended twice with unaltered conditions for a period of twelve months for each extension.

## 1.2. Information on the contracting authority

**The Embassy of Sweden in Pretoria**

Embassy of Sweden, Pretoria

 1 iParioli Complex

1166 Park Street, Hatfield

Pretoria, 00830

The Embassy of Sweden in Pretoria through its development cooperation has the main objective of SRHR (Sexual and Reproductive Health and Rights) in South Africa and across the African continent. The new strategy is 2022 to 2026. Our budget is approximately 700 million SEK (around 70 million USD) per year, which is invested in various projects. A hub för democracy/human rights is based at embassy working regionally without any delegation of funds.

Our portfolio consists of current and planned projects are spread across the continent in countries such as South Africa, Zimbabwe, Zambia, DRC, Uganda, Tanzania, South Sudan, Mali, Senegal, ……. among others. Projects with UN agencies, AU (African Union), SADC, EAC, ECOWAS and other INGOs will be covered by this regional strategy. Nord African countries are not a part of our strategy. Details on the specific projects and countries shall be provided during Call-Off requests for proposal.

## 1.4. Eligible to call-off

Only the Embassy of Sweden in Pretoria will be entitled to make call offs from the framework agreement.

## 1.5. Purpose and background of the procurement

The framework agreement presented here is aimed for audit services where the Embassy is contract holder: The agreements Sweden hold with partner organisations grant the Embassy the right to commission special audits of partners, such as value for money audits, expenditure verifications, efficiency audits etc, for which the Embassy will be the contracting party. These framework agreements will be used for such audits. Under special circumstances, it could also be an annual financial audit at a partner organization, where the Embassy then is the contract holder. Furthermore, in connection with the preparation of possible support to institutions and organizations, the Embassy might also commission pre award audits, capacity studies or internal control reviews. Such pre-award audits form important parts of the assessment and give guidance to the design of the collaboration between the Embassy and the partner organisation. In suspicion of embezzlement and other corrupt practices, the Embassy need to call for investigative reviews and forensic audits on short notice. The Embassy also wants the framework agreements to include the possibility to call off advisory services and training sessions with Embassy staff and partner organisations.

It should be noted that the Framework Agreement will not include any guarantees of volume of services to be required/provided

## 1.6. Description of the services to be procured

* + **Capacity and Internal Control Assessment**
	+ **Other Risk Management Assessments**
	+ **Procurement Audit**
	+ **Investigations and Forensic Services**
	+ **Rolling Audit Services**
	+ **Financial Audits (Different ISA)**
	+ **Accounting and Risk Management Technical Support**
	+ **Capacity Building Services**

## 1.7. Framework agreement period

The framework agreement period runs for 24 calendar months. The Embassy is entitled (though not obligated) to extend the framework agreement by two times 12 months at a time, with unaltered terms and conditions. The total framework agreement period shall not exceed 60 months.

The framework agreement start date is estimated at: April/May 2024

## 1.8. Volumes

During the framework agreement period of maximum 4 years, the estimated value is approximately 15 000 000 SEK, excl. VAT. If this maximum budget is reached, the Embassy has the right to terminate or extend the framework agreement.

No guarantee of obtaining a certain volume is provided.

## [1.09. The opportunity to submit a tender on all or part of the procurement](https://www.kommersupphandling.se/elite/Journal/Procurement/ProcurementMaterial/MainCriteria/EditCriterion.aspx?JournalId=9204&CriterionId=362895)

Tenders shall cover the entire procurement.

## 1.10. Reasons relating to the decision not to divide the framework agreement

The reason for the procurement not being divided into different lots is that it is likely that the Embassy needs to call for assignments where at least two different kinds of audit services are combined. Some of our partners have differents partners in different countries with different capacities and needs.

## 1.11. Appendices

The procurement document relating to this procurement includes the following appendices:

Appendix 1 - Terms of Reference

Appendix 2 - Draft of the framework agreement

Appendix 3 - Sida’s General Conditions for Framework Agreements and Contracts 2022.1

Appendix 4 - Self Declaration for subcontractors on which the tenderer relies and consortium parties

Appendix 5 - Declaration of honour

Appendix 6 - Language level definition

Appendix 7 - Personal data processing agreement

Appendix 8 - Call-off inquiry ranked framework agreement

Appendix 9 - Call-off inquiry renewed competitive tendering

Appendix 10 - CV template consultant category 1

Appendix 11 - CV template consultant category 2

Appendix 12 - CV template consultant category 3

Appendix 13 - Reference assignment

Appendix 14 - List of Consultants

# 2. Administrative terms and conditions

## 2.1. Procurement procedure

The procurement is carried out through an open procedure, in accordance with the Swedish Public Procurement Act (2016:1145), also known as LOU. The procedure does not allow negotiation. Therefore, it is of great importance that the best possible terms and conditions are submitted in the tender.

## 2.2. Prerequisites for tender submission

### **2.2.1. Submission of the tender**

The tender and all associated documents shall be delivered to the following address:

**Embassy of Sweden, 1166 Park Street, Hatfield, Pretoria, 0083, Republic of South Africa,**

**no later than 1st of Mars 2024 at 13.00 hours.**

The tender must include physical copies of all tender documents. Applicants should also submit an electronic copy on a USB-stick. Mark the tender with **UM2023/02835/PRET** and clearly indicate a contact person, address, phone number and e-mail for any potential communication.

The tenderer is not entitled to claim compensation for work or other costs associated with participating in the procurement.

### **2.2.2. The form of the tender**

All electronic documents in the tender shall be saved in a commonly used format, such as .doc, .docx, .xls, .xlsx, .ppt, .pptx, .pdf, .txt, .jpg and .tif. Use the file format .zip if it is necessary to send the documents in a compressed form.

References to information in the form of links to web pages and unsolicited attachments will not be considered to constitute part of the tender and will not be taken into account in the review and evaluation of the tender.

In order to facilitate examination and evaluation of the tender, it is the Embassy’s strong desire that the submitted tender be formatted in accordance with the procurement document’s headings/disposition, that any templates belonging to the procurement document be used and filled in, and that references to any attachments be presented in a clear manner.

### **2.2.3. The language of the tender**

The tender shall be written in [English].

* Curriculum Vitae (CV)
* Certificates issued by a party other than the tenderer

If the above-mentioned documents exist only in languages other than the above mentioned language [French], then in addition to the document in the original language, a translation into [English] shall also be attached.

### **2.2.4. Tender submission deadline**

The deadline to submit a tender is 01-03-2024.

### **2.2.5. Period of validity of the tender**

The tender shall be valid until 01-12-2024.

### **2.2.6. Variant tenders or alternative tenders**

Variant tenders or alternative tenders are not permitted. If the tenderer submits provisions or reservations pertaining to the conditions in the procurement document, the tender may be rejected. The tenderer is therefore asked to avoid providing information and attachments that have not been requested.

## 2.3. Clarification, additions, or questions on the procurement document

Questions, requests for clarification or additions to the procurement document shall be submitted in writing via ambassaden.pretoria-sida@gov.se and marked with UM2023/02835/PRET. The deadline for submitting questions is: 15-02-2024.

Responses to questions will be posted on the Embassy’s website at: www.swedenabroad.se/pretoria

Answers to questions will be published no later than six (6) days before tender submission deadline.

Published questions and answers, as well as any clarifications and additions submitted during the tender period, constitute part of the procurement document. It is the tenderer's responsibility to keep up to date.

## 2.4. Correction of errors, clarification and additional information of the tender

The Embassy is under no obligation to request additions or clarifications by the tenderers. However, the authority may allow or request that a tenderer correct a typing error, miscalculation or any other error in a submitted document, or clarify or complement such an act, as long as it complies with the principles of equal treatment and transparency.

It is therefore important that the tenderer ensure that all requested information and documents are provided in the tender.

## 2.5. Notification of decision

Notification of award decisions will be sent out to the Tenderers contact person’s address stated its tender.

The reception of a notification regarding the award decision does not mean that a binding framework agreement has been signed between the Embassy and the winning tenderer. A framework agreement only becomes legally binding when it has been signed by both parties.

Framework agreement will be signed no sooner than ten (10) days after the date on which the notification of the award decision is sent to the tenderers.

The Embassy can cancel the procurement if there are objective reasons, such as lack of competition, unforeseen events or too high prices. If the procurement is cancelled a decision will be notified to all tenderers.

## 2.6. Confidentiality

As soon as the award decision has been sent to all tenderers, all documents relating to the procurement, including tenders, become subject to the principle of public access to official documents. If a tenderer considers that it may suffer damages if information provided in the tender should become public, the tenderer shall submit a written request for confidentiality containing **a)** the information to which the request for confidentiality pertains and **b)** what economic damages the tenderer would be suffered if the information should be disclosed.

Upon request for disclosure of tender documents, the Embassy will in each case review any request for confidentiality submitted by a tenderer. The Embassy’s assessment regarding confidentiality may be appealed to the administrative court. The Embassy can therefore not guarantee that the information in the tender will not be revealed to the public.

## 2.7. Examination and evaluation

The framework agreements will be awarded to the most economically advantageous tender, as determined according to the following basis:

**Best price-quality ratio**

The examination and evaluation of submitted tenders will be carried out in steps (described below), on the basis of the information provided by the tenderer in its tender, together with the supplementary documents.

#### Step 1 – Examination of tenders

In the first step, the Embassy will examine whether the submitted tender is complete and whether the requirements outlined in the section “Administrative terms and conditions” and in the section “Requirements for tenderers” have been met. The tenders that meet these requirements advance to Step 2; all other tenders will be rejected.

#### Step 2 – Examination of the object of the procurement

In Step 2, the Embassy will examine whether the tender meets the requirements associated with the object of the procurement, which are outlined in the section “Requirements for services.” The tenders that meet these requirements advance to Step 3; all other tenders will be rejected.

#### Step 3 – Evaluation

In Step 3, the tender is evaluated in accordance with the evaluation methodology, as set forth in the section “Evaluation of tenders.”

#### Step 4 – Qualification of tenderers

Prior to offering to sign the framework agreements, the Embassy will verify whether the requirements set forth in the section “Requirements of tenderers” is fulfilled by requesting information or evidence according to section “Qualification of tenderers”.

## 2.8. Call-off procedure

***Combined call-off order***

Call-off orders are implemented through a combination of a fixed ranking system and renewed competitive tendering.

Call-off orders equal to or below 160 working hours is implemented through a ranking system. When calling-off, the top-ranked framework agreement supplier (in the ranking system) shall be selected. When calling-off, the top-ranked Consultant (in the ranking system) shall be
selected. The top-ranked Consultant is obliged to confirm the call-off enquiry
within two (2) working days and to respond to the call-off enquiry within ten (10)
working days.

Call-off orders above 160 working hours is implemented through renewed competitive tendering. The call-off enquiry is issued to all suppliers contracted through framework agreements.

One (1) supplier will be accepted, provided that as many eligible offers are received.

Contracts will be awarded to the tenderer who has submitted the most economically advantageous tender in the renewed competition, according to the following basis:

**Best price-quality ratio**

Award criteria to be assessed at renewed competitive tendering include, for example:

* Competences and qualifications
* Organisation for the assignment
* Method
* Timeline and work plan
* Price

Forensic and investigative audits are implemented through a ranking system, without consideration of the threshold (160 hours). Time to answer is 5 working days.

## 2.9. Contract terms and conditions

The tenderer shall accept the attached framework agreement, including appendices and Sidas Standard Conditions for Framework Agreements and Contracts.

## 2.10. Personal Data Processing

The tenderer shall accept the personal data processing agreement in Appendix - 7.

# 3. Requirements for tenderers

## [3.1. Self](https://www.kommersupphandling.se/elite/Journal/Procurement/ProcurementMaterial/MainCriteria/EditCriterion.aspx?JournalId=9204&CriterionId=360958)-declaration by tenderers

The tenderer shall respond to all requirements in the section “Requirements of tenderers” in this procurement document. Alternatively, it may reuse a previously completed ESPD.

If the tenderer choose to reuse the ESPD document, the tenderer is obliged to ensure that all requirements in the section “Exclusion grounds” and the section “Qualification requirements” in this procurement document **(Appendice 4)** have been answered in the attached ESPD.

## 3.2 Subcontractors on which the tenderer relies

A tenderer may invoke the capacity of others to meet the requirements relating to economic and financial standing under point 2.2 or technical and professional capacity under point 3 in the Self Declaration by Tenderer. Other companies refer to natural or legal persons such as subsidiaries or sister companies within a group or a partner.

A tenderer who invoke the capacity of other companies must in the tender provide a special declaration regarding all the requirements set out in the section "Exclusion grounds" in this procurement document for each of the companies whose capacity is invoked.

A tenderer who wishes to exercise this right must, at the request of Sida, state the function that the company is to fulfil and submit a commitment from the company in question or otherwise demonstrate that the tenderer will have the necessary resources when the contract is to be fulfilled. The proof can consist of a parent company guarantee, cooperation agreement or the such a document.

The tenderer must without delay and on request submit documentation in accordance with the section "Qualification of tenderers" in this procurement document which proves that the above requirement is met.

***NOTE, subcontractor (s) to be used for the performance of requested services (ie the object of the procurement) are not to be considered as invoked companies.***

# 3.3 Consortia

Joint bidding refers to the situation that the tenderer is not an individual legal or natural person who invokes the capacity of other companies, but that several legal or natural persons within the framework of a so-called consortium submit a tender. It is permitted to submit tenders through a consortium in this procurement.

Tenderers who intend to submit tenders in a consortium must submit in the tender a special declaration regarding all requirements set out in the section "Exclusion grounds" in this procurement document (Self declaration) for each of the companies participating in the consortium. The qualification requirements must be met in full by the consortium.

The tenderer who submits a tender in a consortium shall, at the request of the Embassy, submit a copy of the consortium agreement signed by all consortium parties.

The tenderer must without delay and on request submit documentation in accordance with the section "Qualification of tenderers" in this procurement document which proves that the above requirement is met.

## 3.4. Qualification of tenderers

Whenever it is deemed necessary for the further processing of the tender, the Embassy may request information or evidence to verify fulfilment of the requirements set forth in the section “Requirements for tenderers”. This information/evidence is referred to as “supplementary documents”.

The Embassy will request the supplementary documents listed below (information/evidence) of the tenderer(s) to whom the Embassy intends to award a framework agreement.

1. Evidence that the tenderer and any subcontractors on which the tenderer relies or consortium parties are not to be excluded according to Chapter 13, Section 1 of the LOU (i.e. section “A: Grounds relating to criminal convictions” in this procurement document) shall primarily consist of an “extract from a criminal records database,” or else an “equivalent document issued by a competent government authority”. If neither of these forms of evidence can be provided, the tenderer may submit a “declaration of honour before an authorised body, or a similar declaration”.

Under the current rules, the types of extracts from the criminal register that can be issued in Sweden are not such extracts from the criminal record databases as are referred to in the requirements of the law. There is also no competent government authority in Sweden that issues equivalent documents. The first and second evidence options are thus excluded for Swedish tenderers. The only option that remains is that a representative of the Swedish tenderer submit a declaration of honour. Examples of such declarations are available in *Attachment [insert number] - Declarations of honour.*

2. Documentation issued by a competent government authority attesting to compliance with respect to the payment of taxes and social security contributions in the home country of the tenderer and of any subcontractors on which the tenderer relies or consortium parties.

3. Documentation issued by a competent government authority in the country in question supporting the claim that the tenderer and any subcontractors on which the tenderer relies or consortium parties are not bankrupt, in company reconstruction, in liquidation or equivalent. Examples of such declarations are available in *Attachment [insert number] - Declarations of honour.*

4. A declaration of honour as proof that the tenderer and any subcontractors on which the tenderer relies or consortium parties have not entered into a voluntary arrangement with creditors, that their assets are not being administered by a liquidator or a court, or that they have not suspended their business activities. Examples of such declarations are available in *Attachment [insert number] - Declarations of honour.*

5. Documentation attesting to compliance with respect to registration in a register that is equivalent to the Swedish Register of Companies or trade register, or a similar register.

6. Alternative proof of economic and financial position, in accordance with the section “Financial ratio”.

7. Reference assignments.

8. Commitment in the form of a parent company guarantee, cooperation agreements, or equivalent from all subcontractors on which the tenderer relies.

9. A copy of a consortium agreement, signed by all consortium parties.

The supplementary documents (information/evidence) verifying fulfilment of the requirements set forth in the section “Exclusion grounds”, i.e. p. 1–4 above, may not be more than **three months old**, as calculated from the closing date for tenders.

**The following applies to all the above-mentioned documents:**

The tenderer is recommended to have the documentation at hand since this information is to be submitted without delay.

If the tenderer submits information/evidence in a language other than Swedish or English, the tenderer must submit on request a translation of the original document in Swedish or English.

If the tenderer cannot submit information/evidence in accordance with the above, an explanation must be attached to this. If the explanation is considered insufficient by Sida, this could mean that the tenderer will be excluded from the procurement, which may have consequences for the tender as a whole.

A tenderer is under no obligation to submit supplementary documents if the Embassy has access to the information or is able to obtain access free of charge to the information by electronic means.

## 3.5. Consultant conflicts of interest

If the Embassy is using an external consultant for the formulation of this procurement document (or for other preparatory work prior to this procurement) and the consultant also plans to submit a tender in the procurement, improper competitive advantages may arise. A consultant who has been engaged for the formulation of this procurement document or other preparatory work may therefore be excluded from submitting a tender in this part of the procurement. It is irrelevant if the consultant was hired by the Embassy or if the consultant participated as a subconsultant.

## 3.6. Exclusion grounds

#### A. GROUNDS RELATING TO CRIMINAL CONVICTIONS

Article 57(1) of Directive 2014/24/EU sets out the following reasons for exclusion:

#### A.1. Participation in a criminal organisation

Has the economic operator itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein been the subject of a conviction by final judgment for participation in a criminal organisation, by a conviction rendered at the most five years ago or in which an exclusion period set out directly in the conviction continues to be applicable? As defined in Article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organised crime (OJ L 300, 11.11.2008, p. 42).

Only *if the answer is not "No (Fulfilled)" the tenderer shall complete the comment field with the following information:*

*a) Date for conviction*

*b) Reason*

*c) Who has been convicted?*

*d) Length of the period of exclusion*

*e) Have you taken measures to demonstrate your reliability ("Self-Cleaning") (Yes/No)? If "Yes" Please describe them*

*f) Is this information available electronically? If "Yes" provide URL, Reference/Code and Issuer*

##### A.2. Corruption

Has the economic operator itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein been the subject of a conviction by final judgment for corruption, by a conviction rendered at the most five years ago or in which an exclusion period set out directly in the conviction continues to be applicable? As defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, OJ C 195, 25.6.1997, p. 1, and in Article 2(1) of Council Framework Decision 2003/568/JHA of 22 July 2003 on combating corruption in the private sector (OJ L 192, 31.7.2003, p. 54). This exclusion ground also includes corruption as defined in the national law of the contracting authority (contracting entity) or the economic operator.

*Only if the answer is not "No (Fulfilled)" the tenderer shall complete the comment field with the following information:*

*a) Date for conviction*

*b) Reason*

*c) Who has been convicted?*

*d) Length of the period of exclusion*

*e) Have you taken measures to demonstrate your reliability ("Self-Cleaning") (Yes/No)? If "Yes" Please describe them*

*f) Is this information available electronically? If "Yes" provide URL, Reference/Code and Issuer*

##### A.3. Fraud

Has the economic operator itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein been the subject of a conviction by final judgment for fraud, by a conviction rendered at the most five years ago or in which an exclusion period set out directly in the conviction continues to be applicable? Within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests (OJ C 316, 27.11.1995, p. 48).

*Only if the answer is not "No (Fulfilled)" the tenderer shall complete the comment field with the following information:*

*a) Date for conviction*

*b) Reason*

*c) Who has been convicted?*

*d) Length of the period of exclusion*

*e) Have you taken measures to demonstrate your reliability ("Self-Cleaning") (Yes/No)? If "Yes" Please describe them*

*f) Is this information available electronically? If "Yes" provide URL, Reference/Code and Issuer*

##### A.4. Terrorist offences or offences linked to terrorist activities

Has the economic operator itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein been the subject of a conviction by final judgment for terrorist offences or offences linked to terrorist activities, by a conviction rendered at the most five years ago or in which an exclusion period set out directly in the conviction continues to be applicable? As defined in Articles 1 and 3 of Council Framework Decision of 13 June 2002 on combating terrorism (OJ L 164, 22.6.2002, p. 3). This exclusion ground also includes inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.

*Only if the answer is not "No (Fulfilled)" the tenderer shall complete the comment field with the following information:*

*a) Date for conviction*

*b) Reason*

*c) Who has been convicted?*

*d) Length of the period of exclusion*

*e) Have you taken measures to demonstrate your reliability ("Self-Cleaning") (Yes/No)? If "Yes" Please describe them*

*f) Is this information available electronically? If "Yes" provide URL, Reference/Code and Issuer*

##### A.5. Money laundering or terrorist financing

Has the economic operator itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein been the subject of a conviction by final judgment for money laundering or terrorist financing, by a conviction rendered at the most five years ago or in which an exclusion period set out directly in the conviction continues to be applicable? As defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing (OJ L 309, 25.11.2005, p. 15).

*Only if the answer is not "No (Fulfilled)" the tenderer shall complete the comment field with the following information:*

*a) Date for conviction*

*b) Reason*

*c) Who has been convicted?*

*d) Length of the period of exclusion*

*e) Have you taken measures to demonstrate your reliability ("Self-Cleaning") (Yes/No)? If "Yes" Please describe them*

*f) Is this information available electronically? If "Yes" provide URL, Reference/Code and Issuer*

##### A.6. Child labour and other forms of trafficking in human beings

Has the economic operator itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein been the subject of a conviction by final judgment for child labour and other forms of trafficking in human beings, by a conviction rendered at the most five years ago or in which an exclusion period set out directly in the conviction continues to be applicable? As defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims, and replacing Council Framework Decision 2002/629/JHA (OJ L 101,15.4.2011, p. 1).

*Only if the answer is not "No (Fulfilled)" the tenderer shall complete the comment field with the following information:*

*a) Date for conviction*

*b) Reason*

*c) Who has been convicted?*

*d) Length of the period of exclusion*

*e) Have you taken measures to demonstrate your reliability ("Self-Cleaning") (Yes/No)? If "Yes" Please describe them*

*f) Is this information available electronically? If "Yes" provide URL, Reference/Code and Issuer*

#### B. GROUNDS RELATING TO THE PAYMENT OF TAXES OR SOCIAL SECURITY CONTRIBUTIONS

#### B.1. Payment of taxes

Has the economic operator breached its obligations relating to the payment of taxes, both in the country in which it is established and in Member State of the contracting authority or contracting entity if other than the country of establishment?

*Only if the answer is not "No (Fulfilled)" the tenderer shall complete the comment field with the following information:*

*a) Country or Member State concerned*

*b) Amount concerned and currency*

*c) Has this breach of obligations been established by means other than a judicial or administrative decision? (Yes/No). If "Yes", Please describe which means were used*

*d) Has the economic operator fulfilled its obligations by paying or entering into a binding arrangement with a view to paying the*

*taxes or social security contributions due, including, where applicable, any interest accrued or fines? (Yes/No)). If "Yes", Please describe them*

*e) Is this information available electronically? If "Yes" provide URL, Reference/Code and Issuer*

##### B.2. Payment of social security

Has the economic operator breached its obligations relating to the payment social security contributions, both in the country in which it is established and in Member State of the contracting authority or contracting entity if other than the country of establishment?

*Only if the answer is not "No (Fulfilled)" the tenderer shall complete the comment field with the following information:*

*a) Country or Member State concerned*

*b) Amount concerned and currency*

*c) Has this breach of obligations been established by means other than a judicial or administrative decision? (Yes/No). If "Yes" Please describe which means were used*

*d) Has the economic operator fulfilled its obligations by paying or entering into a binding arrangement with a view to paying the taxes or social security contributions due, including, where applicable, any interest accrued or fines? (Yes/No)). If "Yes", Please describe them*

*e) Is this information available electronically? If "Yes" provide URL, Reference/Code and Issuer*

#### C. GROUNDS RELATING TO INSOLVENCY, CONFLICTS OF INTERESTS OR PROFESSIONAL MISCONDUCT

#### C.1. Breaching of obligations in the field of environmental law

Has the economic operator, to its knowledge, breached its obligations in the field of environmental law? As referred to for the purposes of this procurement in national law, in the relevant notice or the procurement documents or in Article 18(2) of Directive 2014/24/EU.

*Only if the answer is not "No (Fulfilled)" the tenderer shall complete the comment field with the following information:*

*a) Please describe them*

*b) Have you taken measures to demonstrate your reliability ("Self-Cleaning")? If "Yes", Please describe them*

##### C.2. Breaching of obligations in the field of social law

Has the economic operator, to its knowledge, breached its obligations in the field of social law? As referred to for the purposes of this procurement in national law, in the relevant notice or the procurement documents or in Article 18(2) of Directive 2014/24/EU.

*Only if the answer is not "No (Fulfilled)" the tenderer shall complete the comment field with the following information:*

*a) Please describe them*

*b) Have you taken measures to demonstrate your reliability ("Self-Cleaning")? If "Yes", Please describe them*

##### C.3. Breaching of obligations in the fields of labour law

Has the economic operator, to its knowledge, breached its obligations in the field of labour law? As referred to for the purposes of this procurement in national law, in the relevant notice or the procurement documents or in Article 18(2) of Directive 2014/24/EU.

*Only if the answer is not "No (Fulfilled)" the tenderer shall complete the comment field with the following information:*

*a) Please describe them*

*b) Have you taken measures to demonstrate your reliability ("Self-Cleaning")? If "Yes", Please describe them*

##### C.4. Bankruptcy

Is the economic operator bankrupt? This information needs not be given if exclusion of economic operators in this case has been made mandatory under the applicable national law without any possibility of derogation where the economic operator is nevertheless able to perform the contract.

*Only if the answer is not "No (Fulfilled)" the tenderer shall complete the comment field with the following information:*

*a) Please describe them*

*b) Indicate reasons for being able nevertheless to perform the contract*

*c) Is this information available electronically? If "Yes" provide URL, Reference/Code and Issuer*

##### C.5. Insolvency

Is the economic operator the subject of insolvency or winding-up? This information needs not be given if exclusion of economic operators in this case has been made mandatory under the applicable national law without any possibility of derogation where the economic operator is nevertheless able to perform the contract.

*Only if the answer is not "No (Fulfilled)" the tenderer shall complete the comment field with the following information:*

*a) Please describe them*

*b) Indicate reasons for being able nevertheless to perform the contract*

*c) Is this information available electronically? If "Yes" provide URL, Reference/Code and Issuer*

##### C.6. Arrangement with creditors

Is the economic operator in arrangement with creditors? This information needs not be given if exclusion of economic operators in this case has been made mandatory under the applicable national law without any possibility of derogation where the economic operator is nevertheless able to perform the contract.

*Only if the answer is not "No (Fulfilled)" the tenderer shall complete the comment field with the following information:*

*a) Please describe them*

*b) Indicate reasons for being able nevertheless to perform the contract*

*c) Is this information available electronically? If "Yes" provide URL, Reference/Code and Issuer*

##### C.7. Analogous situation like bankruptcy under national law

Is the economic operator in in any analogous situation like bankruptcy arising from a similar procedure under national laws and regulations? This information needs not be given if exclusion of economic operators in this case has been made mandatory under the applicable national law without any possibility of derogation where the economic operator is nevertheless able to perform the contract.

*Only if the answer is not "No (Fulfilled)" the tenderer shall complete the comment field with the following information:*

*a) Please describe them*

*b) Indicate reasons for being able nevertheless to perform the contract*

*c) Is this information available electronically? If "Yes" provide URL, Reference/Code and Issuer*

##### C.8. Assets being administered by liquidator

Are the assets of the economic operator being administered by a liquidator or by the court? This information needs not be given if exclusion of economic operators in this case has been made mandatory under the applicable national law without any possibility of derogation where the economic operator is nevertheless able to perform the contract.

*Only if the answer is not "No (Fulfilled)" the tenderer shall complete the comment field with the following information:*

*a) Please describe them*

*b) Indicate reasons for being able nevertheless to perform the contract*

*c) Is this information available electronically? If "Yes" provide URL, Reference/Code and Issuer*

##### C.9. Business activities are suspended

Are the business activities of the economic operator suspended? This information needs not be given if exclusion of economic operators in this case has been made mandatory under the applicable national law without any possibility of derogation where the economic operator is nevertheless able to perform the contract.

*Only if the answer is not "No (Fulfilled)" the tenderer shall complete the comment field with the following information:*

*a) Please describe them*

*b) Indicate reasons for being able nevertheless to perform the contract*

*c) Is this information available electronically? If "Yes" provide URL, Reference/Code and Issuer*

##### C.10. Agreements with other economic operators aimed at distorting competition

Has the economic operator entered into agreements with other economic operators aimed at distorting competition?

*Only if the answer is not "No (Fulfilled)" the tenderer shall complete the comment field with the following information:*

*a) Please describe them*

*b) Have you taken measures to demonstrate your reliability ("Self-Cleaning") (Yes/No)? If "Yes", Please describe them*

##### C.11. Guilty of grave professional misconduct

Is the economic operator guilty of grave professional misconduct? Where applicable, see definitions in national law, the relevant notice or the procurement documents.

*Only if the answer is not "No (Fulfilled)" the tenderer shall complete the comment field with the following information:*

*a) Please describe them*

*b) Have you taken measures to demonstrate your reliability ("Self-Cleaning") (Yes/No)? If "Yes", Please describe them*

##### C.12. Conflict of interest due to its participation in the procurement procedure

Is the economic operator aware of any conflict of interest, as indicated in national law, the relevant notice or the procurement documents due to its participation in the procurement procedure?

*Only if the answer is not "No (Fulfilled)" the tenderer shall complete the comment field with the following information:*

*a) Please describe them*

##### C.13. Direct or indirect involvement in the preparation of this procurement procedure

Has the economic operator or an undertaking related to it advised the contracting authority or contracting entity or otherwise been involved in the preparation of the procurement procedure?

*Only if the answer is not "No (Fulfilled)" the tenderer shall complete the comment field with the following information:*

*a) Please describe them*

##### C.14. Early termination, damages or other comparable sanctions

Has the economic operator experienced that a prior public contract, a prior contract with a contracting entity or a prior concession contract was terminated early, or that damages or other comparable sanctions were imposed in connection with that prior contract?

*Only if the answer is not "No (Fulfilled)" the tenderer shall complete the comment field with the following information:*

*a) Please describe them*

*b) Have you taken measures to demonstrate your reliability ("Self-Cleaning") (Yes/No)? If "Yes", Please describe them*

#### C.15. Guilty of misinterpretation, withheld information, unable to provide required documents and obtained confidential information of this procedure

Can the economic operator confirm that:

a) It has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria,

b) It has withheld such information,

c) It has not been able, without delay, to submit the supporting documents required by a contracting authority or contracting entity, and

d) It has undertaken to unduly influence the decision making process of the contracting authority or contracting entity, to obtain confidential information that may confer upon it undue advantages in the procurement procedure or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award?

*Only if the answer is not "No (Fulfilled)" the tenderer shall complete the comment field with a description of the circumstances.*

## 3.7 Qualification requirements

### 3.7.1 Suitability

#### Registration in a trade register

The tenderer shall be registered in a company, trade or association register or a corresponding register used by the company in which the tenderer’s business is located.

Swedish tenderers shall be registered for VAT (if not exempt from the payment of value added tax) and possess an F-tax card. Non-Swedish tenderers shall be registered for VAT (if not exempt from the payment of value added tax) and possess a Tax Identification Number (TIN).

# 4. Requirements for services

The template for this section should act as an aid when formulating a specification of requirements. The template in this section should be adapted to each individual procurement and is not mandatory for the person designing the procurement document.

## [**4.1. Subcontractors**](https://www.kommersupphandling.se/elite/Journal/Procurement/ProcurementMaterial/MainCriteria/EditCriterion.aspx?JournalId=9204&CriterionId=360955) **for the implementation of the assignment**

The tenderer has the opportunity to hire a subcontractor / s to carry out the assignment. A subcontractor is a supplier who assists the tenderer with the services covered by this procurement and which are not invoked to ensure economic, technical and professional capacity. Such suppliers who supply various goods and services to the tenderer are not either to be considered as subcontractors.

If a subcontractor (s) will be engaged for the execution of the assignment, the following information must be stated about the subcontractor (s) in the tender:

* Name
* Organization number
* Tasks that subcontractor (s) will perform

At the request of Sida, a tenderer who hires a subcontractor (s) to carry out the assignment, by means of a certificate or copy of a signed cooperation agreement, must demonstrate a cooperation relationship with the subcontractor (s) that is valid throughout the framework agreement period.

The tenderer is responsible for the subcontractor's work as for his own work. The tenderer is also responsible for the subcontractor complying with requirements, criteria and conditions in the framework agreement.

**NOTE:** The subcontractor (s) to be used for the performance of the requested services (ie the object of the procurement) are not to be considered as invoked companies in terms of financial, technical and professional capacity. See further under point 3.2.

**Will the tenderer engage subcontractor(s) to carry out the assignment?**

## 4.2. Terms of reference

The tenderer **shall** accept the prerequisites for the implementation of the assignment, which are presented in Appendix 1 – Terms of reference.

## 4.9. Organisation of call-off assignments

The tenderer **shall** submit a description of staffing for future call-off assignments. The description must include the following:

* Process of staffing for future call-off assignments.
* The tenderer's network and co-operations internationally that will facilitate the implementation of future assignments.

## 4.10. Quality assurance routines

Tenderers shall provide a description of quality assurance routines that demonstrates how the quality of the service that is requested in this procurement will be quality assured. The description must include the following:

* How future assignments will be quality assured.
* How the tenderer shall prevent and manage any deviations from the agreed-upon level of quality.

## 4.11. Qualifications and competence

The tenderer shall provide consultants with relevant experience who safeguard the fulfilment of the purpose and scope of the framework agreement.

#### Level 1 consultants shall

* have a master's degree from University or equivalent qualification,
* have at least ten (10) years of experience working in a senior position / Team Leader within the Auditing Sector, and
* have very good skills in English (written and spoken), equivalent to at least level 2 (according to the language level definition appendix); see appendix 6
* Forensic audit knowledge and experience, at leat one level 1 consultant shall have at least 3 years
* One reference of previous assignment of relevance for this framework, see appendix 13

#### Level 2 consultants shall

* have a master's degree from University or equivalent qualification,
* have at least five (5) years of experience working within within the Auditing Sector, and
* have very good skills in English (written and spoken), equivalent to at least level 2 (according to the language level definition appendix); see appendix 6.
* good skills in French for at leat one person in the team and one in Portuguese as well, equivalent to at least level 2

#### Level 3 consultants shall

* have a bachelor's degree or equivalent qualification,
* have at least two (2) years of experience working within the auditing or financial sector, and
* have very good skills in English, equivalent to at least level 2 (according to the language level definition appendix); see appendix 6.

**The tenderer shall provide five (5) Level 1 consultant; ten (10) Level 2 consultant and five (5) Level 3 consultant with different qualifications covering the scope described in the entire ToR.**

**The tender shall include the CVs of the proposed Level 1, Level 2 and Level 3 consultants. Each CV must include the following:**

* + **The person’s first name and surname,**
	+ **education,**
	+ **professional experience, and**
	+ **language skills.**

**Fulfilment of the above-mentioned competence requirements for Level 1, Level 2 and Level 3 consultant shall be demonstrated in the attached CV of each consultant. The templates in Appendix 10, 11 and 12 shall be used.**

**The tender shall include One reference of previous assignment of relevance for this framework, for each level 1 consultant, see appendix 13**

## 4.13. Measures to limit travel For framework agreements and in the event that the implementation of the call-off order entails travel

Tenderers **shall** provide a description regarding the measures that will be taken to limit the number of trips (especially air travel) while implementing future call-off orders. The description must include the following:

* Alternative measures to limit the number of trips, especially air travel, in implementing the assignment. Examples of such alternative measures may include that the tenderer hires local consultants and uses resources in the immediate area, for example by travelling to a neighbouring country, using ICT resources, or similar measures.

## 4.14. Reporting and documentation

Reporting shall always be done in writing (English language) and orally upon request. Reporting shall when applicable include Management Letters with Management’s Response. “It should be possible to be provided with specific needed reports at no extra cost.”

**4.15 Statistics**

The tenderer shall, at the request of the Embassy, provide statistics regarding the use of the Framework Agreement.

The statistics shall be reported once (1) every year.

The statistics shall contain the following:

*- Total amount of call-offs*

*- Specification of Service / assignment*

The tenderer shall deliver requested statistics in digital form that is readable in publicly available cell-based calculation software, such as Excel or equivalent.

# 5. Evaluation criteria

## 5.1. Organisation of call-off orders (maximum 20 points)

The assessment and scoring of the submitted description of staffing for future assignments/call-off orders will be done in accordance with the section “Evaluation of tenders.”

In the assessment, the following will be reviewed:

* How the tenderer intends to ensure the staffing for future call-off assignments (10 points)
* The tenderer’s network and co-operations that will facilitate the implementation of future assignments (10 points).

## 5.2. Quality assurance routines (maximum 20 points)

The assessment and scoring of the submitted description of quality assurance routines will be done in accordance with the section “Evaluation of tenders.”

In the assessment, the following will be reviewed:

* How the tenderer guarantees the quality of the service that is requested in this procurement (10 points)
* How the tenderer shall prevent and manage any deviations from the agreed-upon level of quality (10 points)

## 5.3. Merits (maximum 55 points)

Section 4.11 specifies the minimum requirements for proposed persons’ qualifications and competence. The evaluation will be conducted on the basis of the below award criteia and scored in accordance with the section "Evaluation of tenders"

In the assessment, the following will be reviewed for the team as a whole:

* Extent of experience working within or been responsible for or participated in forensic audits and/or investigative. (15 points)
* Extent of experience of all other areas of the scope presented in the Terms of Reference (Capacity and Internal Control Assessment, Other Risk Management Assessments, Procurement Audit, Rolling Audit Services, Financial Audits (Different ISA), Accounting and Risk Management Technical Support, Capacity Building Services) (40 points)

## 5.4. Measures to limit travel (maximum 5 points) For framework agreements and in the event that the implementation of the call-off order entails travel

The assessment and scoring of submitted descriptions regarding which measures will be taken to limit the number of trips (especially air travel) while implementing subsequent call-off orders will be carried out in accordance with the section “Evaluation of tenders.”

In the assessment, the following will be reviewed:

* Whether reasonable steps are proposed by which to limit the number of trips (especially air travel) while carrying out the assignment (5 points)

# 6. Tender prices

Prices, fees and costs shall be expressed in SEK, excl. VAT, but including any other taxes and charges.

## 6.1. Hourly rates

The tenderer shall specify each consultant’s hourly rate below.

|  |  |  |
| --- | --- | --- |
|  |  | Price/hour |
| Level 1 consultant |  |       |
| Level 2 consultant |  |       |
| Level 3 consultant |  |       |

For evaluation purposes, the tender price will be price/hour Level 1 consultant + price/hour Level 2 consultant + price/hour Level 3. Please supply for each level.

## 6.2. Abnormally low tenders

If a tender appears to be abnormally low, The Embassy is obligated to request that the tenderer explain the low price or cost. If the tenderer has failed to explain the low price or cost in a satisfactory manner, The Embassy will reject the tender.

# 7. Evaluation of tenders

The evaluation of tenders will be carried out on the following basis:

Best price-quality ratio

## 7.1. Evaluation method

The evaluation will be conducted on the basis of the below award criteria:

|  |  |  |  |
| --- | --- | --- | --- |
|

|  |  |
| --- | --- |
| Award criteria |  |

 | Maximum score |
|

|  |
| --- |
| Organisation of call-off ordersQuality assurance routinesMeritsMeasures to limit travel |

 | 20205505  |
| Total points | 100 |

The assessment and scoring of the award criteria will be carried out according to the following scoring scale:

|  |  |  |
| --- | --- | --- |
| The score for each criterion generates a weighted score. For example, a criterion score of 20 points that is deemed to be “Good” is assigned 0.8 x 20 = 16 points. (In the evaluation, the levels (in %) will be fixed. This means that no intermediate levels will be used.) | RejectedInadequateAcceptableGoodVery good | 0 %40 %60 %80 %100 % |

The tender must receive at least 70 points to be eligible for further evaluation.

Definition of the scoring scale:

Rejected = The description or equivalent element is missing or has major shortcomings.

Inadequate = The description or equivalent element is included but has certain shortcomings.

Acceptable = The description or equivalent element is sufficiently good but lacks substantial benefits or is of uneven quality.

Good = The description or equivalent element is adequate and well suited for the purpose.

Very good = The description or equivalent element provides added value and is of high quality overall.

The quality score is used to reward provided quality by awarding tenders a percentage mark-up on the price, wherein the mark-up is a function of how much lower the quality of the tender is judged to be in relation to the maximum quality. This method makes it possible to determine a comparative value for each tender. The winning tender is the one with the lowest comparative figure.

#### The following formula is used:

Comparison value = Tendered price x (1 + Percentage surcharge).

Percentage surcharge = [(maximum quality score – quality score assigned)/maximum quality score] x upward adjustment factor;

The upward adjustment factor reflects the effect the quality offered should have when added to the price in an evaluation. The higher the upward adjustment factor is, the greater the importance accorded to qualitative criteria in relation to the price. **For this procurement, the weighting factor is set at 3.0.**

#### Evaluation example:

The upward adjustment factor is set at 2.5.

Tender A: Price of 480,000 SEK; the total quality score obtained is 90 out of 100 points.

Tender B: Price of 400,000 SEK; the total quality score obtained is 75 out of 100 points.

##### Evaluation, Tender A

Percentage surcharge = (100 – 90) / 100 x 2,5; Percentage increase = 0.25;

Comparative figure = 480,000 x (1 + 0.25); Comparative figure = 600,000.

##### Evaluation, Tender B

Percentage surcharge = (100 – 75) / 100 x 2,5; Percentage increase = 0.625;

Comparative figure = 400,000 x (1 + 0.625); Comparative figure = 650,000.

The winning tender is A, since it has the lowest comparison value.