









## 2.0 DEFINITIONS

a)	<b>SMVAF</b>	Sincephetelo Motor Vehicle Accidents Fund
b)	<b>Employee</b>	Any person employed either on permanent or contract basis.
c)	<b>Applicable Law</b>	Laws and any other instruments having the force of law in Eswatini, as they may be issued and in force from time to time
	<b>Local Currency</b>	Lilangeni (SZL).
e)	<b>Services</b>	The work to be performed by the Service provider pursuant to this Contract
f)	<b>Party</b>	Company or the Service provider, as the case may be, and “Parties” Means both of them.
g)	<b>Government</b>	The Government of Eswatini
h)	<b>Business day</b>	Any day of the week other than Saturdays, Sundays or public holidays in Eswatini.
	Expressions or words defined in this agreement shall bear their ordinary meaning Unless otherwise defined in this contract or by law.	

Annexure to the Agreement shall be deemed to be incorporated into and to form part of the agreement. Provided that in the event there is a conflict between a particular provision of the main body of the agreement and any annexure thereof, the provision in the main body of the agreement prevails and shall be deemed to state the final intention of the parties in this regard.

### **3.0 BACKGROUND OF THE FUND**

Sincephetelo Motor Vehicle Accidents Fund (SMVAF) is a category A Public Enterprise created as an instrument through which the government of Eswatini treats, rehabilitates and compensates victims of road traffic accidents. It is a Fund also empowered to collaborate with stakeholders in the prevention of accidents. SMVAF was part of the Third Party Insurance that was operational in the country from 1973 to 1986 wherein victims of traffic accidents claimed compensation. However, the increase in traffic accidents hiked premiums and motorists could not afford keeping up with their payments. As a result, many people that were injured in traffic accident could not be compensated.

### **4.0 PURPOSE OF THE PROJECT**

The purpose of the Audit is to review and verify if all invoices received and paid for by the Fund were for a good cause and accurate for the services requested and rendered by the medical service provider. This will include but not limited to the verification of accuracy of billings and invoicing in accordance with the medical standards for certain medical procedures performed, the occurrence and or existence of medical procedures charged and invoiced to the Fund, the accuracy of interventions made compared to the required and the accuracy of statements presented for payment by the Fund.

### **5.0 OBJECTIVES**

- (a) To Identify any discrepancies in the billing or invoicing by the medical service providers on the services or goods provided to the Fund which might have resulted in one or more of the following possibilities, including but not limited to:
- Overcharging on the services or goods rendered;
  - Duplication of invoices which might have resulted to the duplication of payments made to the service provider;
  - Unbundling of medical services;
  - Over servicing of patients beyond the required/recommended medical standards;
  - Non-compliance with the requirements of the international standards on hospitalization;
  - Overcharging on Consumables provided or supplied in the course of the medical service provision or interventions;
  - Overpricing on the provision of assistive devices on medical interventions;
  - Provision of Medical interventions and services that were not part of the ordered or requested services;
  - Overpayments for services rendered;

- Accuracy of reimbursements on up-front payments made to medical service providers on the actual costs of the medical interventions throughout the period.
- (b) To establish if there are any monies due and payable to the Fund as a result of the occurrence of any of the elements listed above.
- (c) To establish any possible Fraud and collusion between service providers and the Fund as duly represented.

## **6.0 SCOPE OF WORK**

The Scope includes the audit of the medical invoices for the four year period beginning from 01 April 2015 up to and including 31 March 2019. The audit is for all medical service providers engaged by the Fund inside and outside the Kingdom of Eswatini. This may include but no limited to South African Service providers. Medical service providers includes but not limited to medical services, medical goods, consumables, medical procedures, interventions and investigations.

## **6.1 EXPECTED DELIVERABLES**

Our deliverables includes but not limited to the following items which may be augmented by the suitably qualified service provider based on their auditing methodology and planned audit approach.

- A detailed report on the factual findings and outcomes of the audit
- A report on the amounts recoverable by the Fund from the medical service providers including the make-up of the amounts.
- A report on amounts that may not be recoverable by the Fund including the reasons thereof.
- Report to management on the break down on internal controls leading to the financial loss suffered by the Fund in the process including but not limited to the actual audit observation, effect, recommendation for improvement.



- Engagement and response from management on the observations and their commitment to preventing the reoccurrence of the control deficiency in the future.

## **7.0 WORK FLOW OR PLAN**

The suitably qualified consultant shall provide a detailed audit plan and or methodology showing methodologies to be used to conduct the audit and the proposed timelines from inception to completion of assignment, i.e. presentation of the final report with the deliverables outlined above.

## **8.0 QUALIFICATIONS AND CREDENTIALS OF THE SERVICE PROVIDER**

The service provider must clearly outline the qualifications skills, experience, and expertise of the team that will be assigned for the conduct of the assignment including their positions and responsibility for the purposes of executing the exercise. The team must contain the balance of skill for the effective and efficient execution of the exercise within reasonable timelines and with due diligence and quality.

There must also be the CV of the key team members and their credentials including registration with professional bodies.

The proposal document must also highlight the following information:

- i) Experience in forensic auditing of medical invoices.
- ii) At least three (3) references where similar work has been undertaken.
- iii) Composition of the team of the service provider. It is necessary that the service provider clarifies who the team leader is, as well as the role to be played by any of the support team members.
- iv) Qualifications of the team to be involved in the project with proof thereof attached.



## 9.0 EVALUATION CRITERIA

Tenderers will be evaluated on **TECHNICAL** and **FINANCIAL** competence. The Technical proposal will weigh 70% and the Financial will weigh 30%. The minimum Technical Score required to pass and proceed to financial evaluation is: **70%**. Kindly submit two separate proposals: Technical and Financial proposal.

### i) **Technical Evaluation:**

	<b>ITEM</b>	<b>Points</b>
<b>1.</b>	Understanding of the project and scope	<b>10</b>
<b>2.</b>	Overall methodologies adopted to produce expected deliverables	<b>20</b>
<b>3.</b>	Detailed work plan with time frames for the overall project	<b>15</b>
<b>4.</b>	Verifiable track record of successful audits done in the last 5 years	<b>10</b>
<b>5.</b>	Qualifications of team	<b>15</b>
	<b>TOTAL</b>	<b>70</b>

### ii) **Financial Evaluation**

The financial evaluation of the tenders will follow the following process:

- The evaluation team will review the financial bids and determine the evaluation price for each proposal;

	<b>ITEM</b>	<b>Points</b>
1.	Competitive pricing and value for money	<b>30</b>

### iii) **Final Evaluation**

- The weighted technical and financial scores shall be added together to give a total score for each proposal
- Proposal with highest score shall be recommended for award
- As outlined above, SMVAF will adopt a two-envelope system and evaluate proposals using a **Quality and Cost-Based Selection Model**. The Technical proposals will be evaluated first. Thus, it is important and compulsory to submit a separate technical proposal and separate financial proposal, each wrapped in a separately sealed envelope and clearly marked '**TECHNICAL PROPOSAL**' and

‘**FINANCIAL PROPOSAL**’, respectively. These two envelopes must be submitted in one sealed envelope titled **REQUEST FOR PROPOSALS FOR THE PROVISION OF FORENSIC AUDIT OF INVOICES FROM MEDICAL SERVICE PROVIDERS**.

## **10.0 ELIGIBILITY OF TENDERERS**

SMVAF requires that Tenderers observe the highest standard of ethics during the procurement process and execution of contracts. When used in the present regulations, the following terms are defined as follows;

- ii) **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a company official in the procurement process or in contract execution; and
- iii) **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of SMVAF, and includes collusive practice among tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive SMVAF of the benefits of free and open competition. SMVAF will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being blacklisted from procurement at SMVAF.
- iii) Tenderers and their officers, employees, agents and advisers must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other Tenderer or any other person in relation to the preparation or submission of tenders. In addition to any other remedies available under any law or any contract, the SMVAF may at its sole discretion immediately reject any tender submitted by a tenderer that engaged in any collusive tendering, anti- competitive conduct or other similar conduct with any other tenderer or any other person in relation to the preparation or submission of Tenders.

- iv) Any collusion amongst Tenderers or between Tenderers and SMVAF personnel is forbidden and discovery of any such act will disqualify the Tenderer(s) and result in disciplinary action against the SMVAF employee. The tender, or contract if it has been concluded already, will be declared invalid if SMVAF determines that the Tenderer, or any person acting on his behalf, has offered, promised or given a bribe, gift or other inducement to an officer or employee of SMVAF with the intention of influencing the award of the contract.

The Tenderer should provide satisfactory evidence acceptable to SMVAF to show that:

- v) It is a reputable company who has adequate technical knowledge, professional qualification, and wide experience in performing the desired task
- vi) It has adequate financial stability and status to meet the stipulations under the contract. It is financially solvent and without current judgments or any other financial background which could prevent it from operating bank accounts, raising finance and conducting other activities which are essential to the running of a business.
- vii) It has an adequately qualified and experienced team assigned for the work under this tender. Tenderers are advised to provide all relevant information as required.

## **11.0 CONTRACT AWARD**

- i) A tenderer who scores the highest final score shall be selected as the preferred tenderer and will be recommended for the award of the contract. Approval of award and of contract does not constitute a contract award.
- ii) An intention of a notice to award in terms of the circular No. 3 of 2015 dispensed by the Swaziland Public Procurement Authority shall be issued. The notice shall allow for a notice period of at least 10 working days from the dispatch and publication of the notice before the award of the contract.
- iii) The intention to award will be sent and published to the Swaziland Public Procurement Authority website [www.sppra.co.sz](http://www.sppra.co.sz).
- iv) Non-Conformities, Errors and Omissions to any conditions stated anywhere in this will lead to disqualification.

## 12.0 DURATION

The whole exercise should be completed within a period not exceeding 3 calendar months. The consultant shall provide sufficient resources to carry out the task within the time frame specified.

## 13.0 SUBMISSION AND VALIDITY OF TENDERS

### i) Submission of Tenders

- Technical and Financial proposals shall be submitted. These proposals should be separated and clearly marked **“TECHNICAL”** and **“FINANCIAL”**. The separate, sealed envelopes of both the financial and technical proposals should then be sent to SMVAF in **ONE** sealed envelope clearly marked as follows:

**TENDER NO.: SMVAF011/2020/21**

### **REQUEST FOR PROPOSALS FOR THE PROVISION OF FORENSIC AUDIT OF INVOICES FROM MEDICAL SERVICE PROVIDERS**

These must be delivered on or before the date of closure for proposals to:

**SINCEPHETELO MOTOR VEHICLE ACCIDENTS FUND**

**HEADQUARTERS SMVAF OFFICE PARK**

**MBHILIBHI**

**STREET MBABANE**

- The Closing date for submission of the tenders is **17<sup>th</sup> January 2022** at the **Sincephetelo Motor Vehicle Accidents Fund Headquarters, SMVAF Office Park, Fourth Floor, Finance Office, Mhilibhi Street, Mbabane, Swaziland** no later than 12:00p.m. Request for Clarification closes on the **10<sup>th</sup> January 2022 at 1200HRS**. Tenders shall be opened on the **17<sup>th</sup> January 2022 at 1215HRS** at SMVAF Headquarters.
- Tenderers are expected to submit **1 ORIGINAL** document of the tender document and **4 copies** of each technical and financial proposal, clearly marked as such.
- Faxed, emailed or late tenders will not be considered.



**Tenderers should also provide the following:**

- **Company profile.**
  - **An Original Tax Compliance Certificate.**
  - **A certified copy of Trading License.**
  - **A certified copy of Form J and Form C**
  - **Police clearance for company directors**
  - **A copy of the Tenderers Company audited annual financial statements for the past three (3) years or since inception.**
  - **Names and Contact Details of at least three (3) reference customers**
  - **Proof of payment for the tender fee.**
- 
- Omissions and non-conformance to any of the above conditions will lead to disqualification.
  - Tender price should be valid for 90 days.
  - Note that SMVAF payment terms are 30 days from the date of invoice.
  - Successful tenderers will be required to sign the service level agreement/contract.
  - It is SMVAF's sole discretion to award or not to award any of the tenderers nor will SMVAF be bound to give reasons for not awarding any or all of the tenderers.

ii) Validity of Tenders

Tenders shall be valid for a period of 3 calendar months from the submission deadline.

iii) Language of Tenders

All bids must be written in English.

iv) Withdrawal, Substitution and Modifications

- In the event that a tenderer wishes to withdraw a tender, a notification in writing addressed to **procurement@mva.org.sz**, followed by a signed confirmation copy. The changes or modifications shall be initialed in black ink.
- There shall be no refund of the tender fee for any withdrawals
- No tenders may be withdrawn in the interval between the deadline for submission of tenders and the expiration of its validity.

- Where a tenderer wishes to substitute or modify a tender, He/she shall do so in writing addressed to [procurement@mva.org.sz](mailto:procurement@mva.org.sz). Modified/replaced tender documents shall be clearly marked and submitted before the closing date of the tender.
  - No tenders may be modified after the deadline for submission of tenders.
- v) At any time prior to the deadline for submission of applications, the SMVAF may amend the request for proposals by issuing addenda. Any addendum issued will be communicated to all applicants who have notified SMVAF of their intention to submit proposals and/or will be made available on the SMVAF website ([www.mva.org.sz](http://www.mva.org.sz)). To give prospective applicants reasonable time to take an addendum into account in preparing their proposals, the SMVAF may, at its discretion, extend the deadline for the submission of applications.

#### **14.0 CONTRACT TERMS AND CONDITIONS**

- i) The clause headings in this Contract are used for convenience and reference purposes only and shall not be used in the interpretation nor be deemed to modify or amplify the terms of this Agreement or any clause thereof.
- ii) Unless the context clearly indicates a contrary intention, any words importing or connoting any gender includes all genders;
- iii) The singular included the plural or vice versa.
- iv) Natural persons include artificial person and vice versa and shall in the eventuality of a change in the Law in Eswatini to provide for the same, insolvency shall include judicial management;

#### **15.0 COMMENCEMENT**

- i) The services to be carried under the Contract are to commence from the date of signature of the Contract.
- ii) In the event that any delay in the completion of the project is occasioned by any fault and/or delay by either party, the project shall be completed within such extended time as the parties may agree in writing; provided that both parties shall avoid any delays to the project.

## **16.0 EXECUTION**

- i) The project shall be executed during the contract period and completed by the Consultant on or before the completion date.
- ii) SMVAF will appoint a person to be a project Manager to administer the Contract on her behalf.
- iii) The consultant shall report to an internal Project Manager.
- iv) The Project Manager shall be the liaison person for SMVAF and shall be responsible for directing the performance of this contract. The Consultant shall constantly report and /or update the SMVAF on progress of the project at all material times where necessary or when required to do so. The Consultant will appoint a person to be a Liaison person for the Consultant.

## **17.0 PAYMENT**

- i) When claiming payment, the Consultant shall submit an invoice to the SMVAF. The invoice shall be submitted together with supporting documentation, addressed to the SMVAF.
- ii) SMVAF shall make payments to the Consultant within 30 days of receipt of a valid invoice.
- iii) The payment terms shall be as follows: *as agreed with the successful tenderer.*
- iv) The currency of payment of the Contract shall be in Eswatini Lilangeni.

## **18.0 POSTPONEMENT, VARIATION AND TERMINATION**

- i) Either party may, by written notice to the other party and at any time, give prior notice of his intention to postpone or abandon project, in whole or in part, or terminate this contract.
- ii) The effective date of termination of the project shall not be less than fifteen (15)

Days after receipt of such notice, or such other longer or shorter period as may be agreed between the Parties.

- iii) Upon receipt of such notice the Consultant shall take immediate steps to bring the Services to a close and reduce expenditure to a minimum.
- iv) Termination of the Contract, for whatever reasons, shall not prejudice or affect the accrued rights or claim and liabilities of either party to this Contract.

## **19.0 VARIATION**

- i) This agreement can only be varied by agreement in writing entered into by the parties.
- ii) Either one of the parties can initiate negotiations with a view to reach such said agreement.
- iii) Should there be any queries please contact The Senior Procurement Officer on these contacts Tel: (+268) 24086800 Email: [procurement@mva.org.sz](mailto:procurement@mva.org.sz)

## **20.0 APPLICABLE LAW**

- This Contract shall be deemed to be concluded in Eswatini and shall accordingly be governed and construed according to the laws for the time being in force in the Kingdom of Eswatini



**21.0 APPENDICES**

**BID SUBMISSION FORM**

*Service provider 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 Consultant, Address, and Date>>>]

The Secretary to the Tender Committee  
Sincephetelo Motor Vehicle Accidents Fund  
SMVAF Office Park  
P.O. Box 4239  
Mbabane

Dear Sir/Madam

I, the undersigned, offer to provide **SERVICE FOR THE FORENSIC AUDIT OF INVOICES FROM MEDICAL SERVICE PROVIDERS** to the Sincephetelo Motor Vehicle Accidents Fund in accordance with your Request for Proposal dated ..... and our Proposal.

I hereby submit our Proposal, which displays compliance to the requirements and evaluation criteria. I 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, we undertake to negotiate on the basis of the proposal. My Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if my Proposal is accepted, to provide service for the forensic audit of invoices from medical service providers related to the assignment on the date to be agreed upon. We understand that the SMVAF is not bound to accept the lowest or any proposal.

Yours sincerely,  
Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

Business Address: \_\_\_\_\_



**DECLARATION OF ELIGIBILITY**

*[Service provider 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 Consultant, Address, and Date>>>] To:

**The Secretary to the Tender Committee**

Sincephetelo Motor Vehicle Accident Fund  
SMVAF Office Park  
P.O. Box 4239  
Mbabane

Dear Sir/Madam,

**Re Tender Reference: RFP No: SMVAF011/2020/21 – SERVICE FOR THE FORENSIC AUDIT OF INVOICES FROM MEDICAL SERVICE PROVIDERS**

We hereby declare that: -

- (a) We, have the legal capacity to enter into the contract;
- (b) We are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended, and we are not the subject of legal proceedings for any of the foregoing;
- (c) We have fulfilled our obligations to pay taxes and social security contributions;
- (d) We 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) We do not have a conflict of interest in relation to the procurement requirement.

Signed.....

Authorized Representation

Date.....

