



Request for Tender (RFT) Document for Procurement of Goods, Works and Services Through Framework Agreement

Subject of Procurement:	Supply of office and pre-printed stationery
Procurement Reference Number:	RFTFIN/06/2024
Date of Issue:	10 March 2025
Participation	National

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Table of Contents

Invitation To Tender Under Open Tendering	1
Invitation To Tender Under Limited Tendering	Error! Bookmark not defined.
PART 1 – Tender Procedures	1
Section I. Instructions to Tenderers	2
Section II. Tender Data Sheet (TDS).....	20
Section III. Evaluation and Qualification Criteria	24
Section IV. Tender Forms.....	26
Section A. Tender Form.....	27
Section B. PRICE SCHEDULE.....	32
Section C. Tender Form.....	Error! Bookmark not defined.
Section V. Eligible Countries	39
PART 2 – Supply Requirements.....	40
Section VI. Schedule of Requirements	41
PART 3 - Contract	64
Section VII. General Conditions of Framework Agreement	65
Section IX. Contract Forms	84

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Invitation to Tenderers

Invitation To Tender Under Open Tendering

Supply of office and pre-printed stationery - RFTFIN/06/2024

1. The Eswatini Bank invites sealed tenders for supply and delivery of stationery for a period of one year framework contract renewable for two more years subject to performance appraisal by the Bank.
2. Tenders will be awarded on basis of framework agreement.
3. Tendering will be conducted in accordance with the open national Tendering method contained in the Public Procurement Act and Regulations 2020 and is open to all Tenderers.
4. Interested eligible Tenderers may obtain further information about the Tender documents at the address given below at 8(a) during office hours 0800 to 1700 hours. Tender documents in English may be purchased by interested consultant(s) from the address below at 8(a) upon payment of a **non-refundable fee of E350**. The method of payment will be through deposit in **any Eswatini Bank branch into Account Number 77400000533**.
5. Tender documents may be viewed and downloaded for free from the website <https://esppra.co.sz/sppra/tender.php> . Tenderers who download the tender document must forward their particulars immediately to tenders@swazibank.co.sz to facilitate any further clarification or addendum.
6. Tenders must be delivered to the address below at 8(c) at or **before 10 am 4 April 2025**. All Tenders must be accompanied by a Tender securing declaration. Tender securing declarations must be valid until 29 June 2025. Late Tenders shall be rejected. Tenders will be opened in the presence of the Tenderers' representatives who choose to attend at the address below at 8(d) at **10:10 am 4 April 2025**.
7. Tenderers are permitted to view samples at Eswatini Banking Engungwini Building-Procurement department Gwamile Street, Mbabane.
8. Address and contact details

(a)	Information about the tender can be accessed from:	tenders@swazibank.co.sz
(b)	Documents will be issued from:	10 March 2025
(c)	Tenders must be delivered to:	The Secretary of the Tender Committee Eswatini Bank Engungwini building. Gwamile street Mbabane

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		M-Floor
(d)	Address of Tender opening:	Eswatini Bank Engungwini building. Gwamile street Mbabane

9. The planned procurement schedule (subject to changes) is as follows:

	Activity	Date
(a)	Publish Tender notice	10 March 2025
(b)	Tender closing date	4 April 2025
(c)	Evaluation process	<i>(Within 10 working days from Tender closing date)</i>
(d)	Publication and communication of best evaluated Tenderer notice	<i>(Within 5 working days from Entity Tender Board/Relevant Approval's award)</i>
(e)	Contract signature	<i>(After expiry of at least 10 working days from display of the Notice of Tender Results).</i>



Signature:

Name: Hlengiwe Bhembe

Position of Authorized Official: Procurement Manager

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PART 1 – Tender Procedures

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Section I. Instructions to Tenderers

Table of Contents

A.	General	4
1	Scope of Tender	4
2	Source of Funds	5
3	Fraud and Corruption	5
4	Eligible Tenderers	6
5	Eligible Goods, Works and Services	7
B.	Contents of Tender Documents	8
6	Sections of Tender Documents	8
7	Clarification of Tender Documents	8
8	Amendment of Tender Documents	8
C.	Preparation of Tenders	9
9	Cost of Tender	9
10	Language of Tender	9
11	Documents Comprising the Tender	9
12	Tender Submission Form and Price Schedules	9
13	Alternative Tenders	9
14	Tender Prices and Discounts	9
15	Documents Establishing the Eligibility of the Tenderer	10
16	Documents Establishing the Conformity of the Goods, Works and Services	10
17	Documents Establishing the Qualifications of the Tenderer	10
18	Period of Validity of Tenders	10
19	Tender Security or Tender Securing Declaration	11
20	Format and Signing of Tender	11
D.	Submission and Opening of Tenders	12
21	Submission, Sealing and Marking of Tenders	12
22	Deadline for Submission of Tenders	12
23	Late Tenders	12
24	Withdrawal, Substitution, and Modification of Tenders	12
25	Tender Opening	13
E.	Evaluation and Comparison of Tenders	13
26	Confidentiality	13
27	Clarification of Tenders	14
28	Responsiveness of Tenders	14
29	Non-conformities, Errors, and Omissions	14
30	Preliminary Examination of Tenders	15
31	Examination of Terms and Conditions; Technical Evaluation	15
32	Evaluation of Tenders	15

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33	Comparison of Tenders.....	16
34	Post-qualification of the Tenderer	16
35	Procuring Entity’s Right to Accept Any Tender, and to Reject Any or All Tenders	16
F.	Award of Framework Agreement.....	16
36	Award Criteria	16
37	Procuring Entity’s Right to Vary Quantities at Time of Award	17
38	Notification of Award of Framework Agreement	17
39	Signing of Framework Agreement	17
40	Performance Security.....	17
41	Procurement Related Complaints and Administrative Review.....	17

Standard Tender Document for Framework Agreement

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Section I. Instructions to Tenderers

A. General

1 Scope of Tender

- 1.1 The Procuring Entity indicated in the Tender Data Sheet (TDS), issues these Tender Documents for the supply of goods and if applicable any related services incidental thereto as specified in Section VI, Supply requirements. The name, identification, and number of lots(contracts) that are provided in the TDS.
- 1.2 Throughout these Tender Documents:
- (a) the term “in writing” means communicated in written form with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa;
 - (c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes official public holidays
 - (d) the term “Contract Manager” refers to the officer, body or institution appointed under Section 111 of the Public Procurement Regulations 2020;
 - (e) “Government” refers to the Government of the Kingdom of Eswatini, any Procuring Entity or the relevant approvals authority as defined in the Public Procurement Act of 2011; and
 - (f) “ESPPRA” refers to the Eswatini Public Procurement Regulatory Agency.
 - (g) “Framework Agreement” refers to the Contractual arrangement, which establishes a framework of terms, which will apply to subsequent orders made by the procuring entities for the Goods, Works and Services or covered by the framework over the period of time during which it is in force
 - (h) “Call off order” refers to a Contractual commitment to purchase a particular volume or value of goods or services under the terms of the Framework Agreement. These Contracts are normally formed through the placing of a specific purchase order for a quantity of goods or services following the terms set out in the Framework Agreement, under which the call off is made.
 - (i) “Mini-competition” is process of selecting a Tenderer or Tenderers, in case of framework agreement with multiple Tenderers, through a secondary competition among the Tenderers for issuing “Call of Order”. Mini-competition is conducted through Simplified Tender method or reverse auction or any other competitive method defined by the procuring entity. Mini-competitions are conducted, where not all the terms are laid down in the framework agreement, price rates among the Tenderers in panel varies much, or market price is fluctuated significantly, when the Tenderers are again in competition on the basis of the same and, if necessary, more precisely formulated terms, and, where appropriate, other terms referred to in the specifications of the framework agreement.
- 1.3 The Procuring Entity’s intention is to conclude a framework Contract as **specified in the TDS** with a Tenderer/s as **specified in the TDS**. Accordingly call-off orders will be placed whenever the needs for supply appear using Tenderer selection method as **specified in the TDS**
- 1.4 If the Contract is divided into lots, each lot may lead to the award of a separate Contract. The quantities indicated for different lots will be indivisible. The Tenderer must offer the whole of the quantity or quantities indicated for each lot. If the Tenderer is awarded Contracts for more than one lot, a single Contract may be concluded covering all those lots.

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- 1.5 Type of the framework agreement as **specified in the TDS**.
 - 1.6 The quantities estimated are only indicative quantities and do NOT compel the procuring entity to buy any of them. The procuring entity may at its own discretion purchase fewer or more quantities than the estimated quantities per item
 - 1.7 The Tenderer shall NOT be entitled to compensation and shall NOT be allowed to claim for changes of the unit prices in case of unit price-based framework agreement, in case the procuring entity decides to purchase fewer or more quantities than the indicative ones and/or in case the procuring entity decides NOT to purchase ANY of these quantities for some items
 - 1.8 Payments will only be made on the basis of the actual amounts of the Called-off Orders issued during the duration of the framework agreement.
 - 1.9 Place for delivery of Goods and Related Services shall be as specified in the TDS.
 - 1.10 INCOTERM of delivery condition shall be as specified in the TDS.
 - 1.11 Time limits for start and/or completion of the Contract shall be as specified in the TDS.

2 Source of Funds

- 2.1 The Procuring Entity has an approved budget from its regular funds towards the cost of the procurement described in TDS. The Procuring Entity intends to apply a portion of the funds to eligible payments under the call of orders/purchase orders/Contracts under the Framework Agreement for which these Tender Documents are issued.
- 2.2 Payments will be made directly by the procuring Entity and will be subject in all respects to the terms and conditions of the resulting contract laced by the Procuring entity.

3 Fraud and Corruption

- 3.1 It is the policy of the Government of the Kingdom of Eswatini through ESPPRA to requires that Procuring Entities as well as Tenderers, observe the highest standards of ethics during procurement and the execution of contracts.
 - (a) In pursuit of this policy, the Government of Eswatini defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in Contract execution;
 - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a Contract;
 - (iii) “collusive practice” means a scheme or arrangement between two or more Tenderers, with or without the knowledge of the Procuring Entity, designed to establish Tender prices at artificial, noncompetitive levels; and
 - (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a Contract;
 - (b) The procuring entity will reject a recommendation for award if it determines that the Tenderer recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

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- (c) The ESPPRA will suspend a tenderer from engaging in any public procurement proceeding for a stated period of time, if it at any time determines that the tenderer has engaged in corrupt or fraudulent practices in competing for or in executing a government contract.
- 3.2 In pursuit of the policy defined in Sub-Clause 3.1, the Procuring Entity may terminate a contract if at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Procuring Entity or of a tenderer during the procurement or the execution of that contract.
- 3.3 In pursuit of the policy defined in Sub-clause 3.1, the Government of The Kingdom of Eswatini requires representatives of both the Procuring Entities and of Tenderers and Providers to adhere to the relevant codes of ethical conduct. The Code of Ethical Conduct for Tenderers and Providers as provided in the Tendering forms shall be signed by the Tenderer and submitted together with the other Tendering forms.
- 3.4 In pursuit of the policy defined in Sub-clause 3.1, the Government of The Kingdom of Eswatini may suspend a provider from engaging in any public procurement or disposal process for a period determined by the Agency, where the provider is suspended from the procurement processes of an international agency of which Eswatini is a member.
- 3.5 Any communications between a Tenderer and the Procuring Entity related to matters of alleged fraud or corruption must be made in writing and addressed to the Controlling Officer of the Procuring Entity
- ..

4 Eligible Tenderers

- 4.1 A Tenderer, and all parties constituting the Tenderer, shall meet the following criteria to be eligible to participate in public procurement:
- (a) the Tenderer has the legal capacity to enter into a contract;
 - (b) the Tenderer is not:
 - (i) insolvent;
 - (ii) in receivership;
 - (iii) bankrupt; or
 - (iv) being wound up
 - (c) the Tenderer's business activities have not been suspended;
 - (d) the Tenderer is not the subject of legal proceedings for any of the circumstances in (b); and
 - (e) the Tenderer has fulfilled his or her obligations to pay taxes and social security contributions.
 - (f) have the nationality of any country, subject to the restrictions specified in Section V, Eligible Countries. .
- 4.2 A Tenderer may be a natural person, private entity, government-owned entity, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all parties shall be jointly and severally liable. For Tenders submitted by an existing or intended JV,

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- a Power of Attorney from each member of the JV nominating a Representative in the JV and a Power of Attorney from the JV nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution
- 4.3 A Tenderer, and all parties constituting the Tenderer including sub-contractors, shall have the nationality of an eligible country, in accordance with Section 5, Eligible Countries. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors for any part of the Contract including related services.
- 4.4 A Tenderer shall not have a conflict of interest. All Tenderers found to have conflict of interest shall be disqualified. Tenderers may be considered to have a conflict of interest with one or more parties in this Tender process, if they:
- (a) have controlling shareholders in common; or
 - (b) receive or have received any direct or indirect benefit from any of parties in the tendering process; or
 - (c) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Tender of another Tenderer, or influence the decisions of the Procuring entity regarding this Tendering process; or
 - (d) submit more than one Tender in this Tendering process, except for alternative offers permitted under ITT Clause 13. However, this does not limit the participation of subcontractors in more than one Tender, or as Tenderers and subcontractors simultaneously; or
 - (e) participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the Tender.
- 4.5 A Tenderer that is under a declaration of suspension by ESPPRA in accordance with ITT Clause 3.4, at the date of the deadline for tender submission or thereafter before contract award, shall be disqualified. The list of suspended tenderers is available at the electronic address **specified in the TDS**.
- 4.6 Government-owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law.
- 4.7 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.
- 4.8 A statutory corporation or body or company in which Government has a majority or controlling
- ## 5 Eligible Goods, Works and Services
- 5.1 All the Goods, Works and Services to be supplied under the Contract shall have as their country of origin in any country in accordance with Section V, Eligible Countries.
- 5.2 For purposes of this Clause, the term “Goods” means goods, raw materials, products, livestock, assets, land, equipment or objects of any kind and description in solid, liquid or gaseous form, or in the form of electricity, or intellectual and proprietary rights as well as works or services incidental to the provision of such Goods where the value of such works or services does not exceed the value of the Goods.
- 5.3 The term “country of origin” means the country where the Goods have been mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, processing, or assembly, another commercially recognised article results that differs substantially in its basic characteristics from its imported components.

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- 5.4 The nationality of the Provider that produces, assembles, distributes, or sells the Goods shall not determine their origin.
- 5.5 If so, required in the **TDS**, the Tenderer shall demonstrate that it has been duly authorised by the Manufacturer of the Goods to supply, in the Kingdom of Eswatini, the Goods indicated in its Tender.

B. Contents of Tender Documents

6 Sections of Tender Documents

- 6.1 The Tender Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITT Clause 8.

PART 1 Tender Procedures

- Section I. Instructions to Tenderers (ITT)
- Section II. Tender Data Sheet (TDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Tender Forms
- Section V. Eligible Countries

PART 2 Supply Requirements

- Section VI. Schedule of Requirements

PART 3 Contract

- Section VII. General Conditions of Framework Agreement (GCFA)
- Section VIII. Special Conditions of Framework Agreement (SCFA)
- Section IX. Framework Agreement Forms

7 Clarification of Tender Documents

- 7.1 A prospective Tenderer requiring any clarification of the Tender Documents shall contact the Procuring Entity in writing at the Procuring Entity's address **specified in the TDS**. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than at least seven (7) days prior to the deadline for submission of Tenders. The Procuring Entity shall forward copies of its response to all those who have acquired the Tender Documents, including a description of the inquiry but without identifying its source. Should the Procuring Entity deem it necessary to amend the Tender Documents as a result of clarification, it shall do so following the procedure under ITT Clause 8 and ITT Sub-Clause 22.2.

8 Amendment of Tender Documents

- 8.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tender Documents by issuing addendum.
- 8.2 Any addendum issued shall be part of the Tender Documents and shall be communicated in writing to all who have obtained the Tender Documents directly from the Procuring Entity.
- 8.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT Sub-Clause 22.2

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C. Preparation of Tenders

9 Cost of Tender

- 9.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tender process.

10 Language of Tender

- 10.1 The medium of communication shall be in writing.
- 10.2 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity, shall be written in **English**.
- 10.3 Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages into **English language**, in which case, for purposes of interpretation of the Tender, such translation shall govern.

11 Documents Comprising the Tender

- 11.1 The Tender shall comprise the following:
- (a) Tender Submission Form and the applicable Price Schedules, in accordance with ITT Clauses 12 and 14;
 - (b) Tender Security or Tender-Securing Declaration, in accordance with ITT Clause 19, if required;
 - (c) written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT Clause 20;
 - (d) documentary evidence in accordance with ITT Clauses 16 and 27, that the Goods, Works and Services conform to the Tender Documents;
 - (e) documentary evidence in accordance with ITT Clause 17 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted; and
 - (f) any other document **specified in the TDS**.

12 Tender Submission Form and Price Schedules

- 12.1 The Tenderer shall submit the Tender Submission Form using the form furnished in Section IV, Tender Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.2 The Tenderer shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Tender Forms

13 Alternative Tenders

- 13.1 Alternative Tenders shall not be permitted.

14 Tender Prices and Discounts

- 14.1 The prices and discounts quoted by the Tenderer in the Tender Submission Form and in the Price, Schedules shall conform to the requirements specified below.
- 14.2 All lots and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Lots or items not listed in the Price Schedule shall be assumed to be not included in the Tender, and provided that the Tender is substantially responsive, the corresponding adjustment, as appropriate, shall be applied in accordance with ITT Clause 29.

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- 14.3 The price to be quoted in the Tender Submission Form shall be the total price of the Tender, excluding any discounts offered.
- 14.4 The Tenderer shall quote any unconditional discounts and indicate the method for their application in the Tender Submission Form.
- 14.5 Prices shall be quoted in Emalangi, inclusive of all taxes and duties (Delivered Duties Paid).
- 14.6 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account.
- 14.7 If so, indicated in ITT Sub-Clause 1.1, Tenders are invited for individual Contracts (lots) or for any combination of Contracts (packages). Unless otherwise **indicated in the TDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Tenderers wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITT Sub-Clause 14.4 provided the Tenders for all lots are submitted and opened at the same time.

15 Documents Establishing the Eligibility of the Tenderer

- 15.1 To establish their eligibility in accordance with ITT Clause 4, Tenderers shall complete the Tender Submission Form, included in Section IV, Tender Forms.

16 Documents Establishing the Conformity of the Goods, Works, and Services

- 16.1 To establish the conformity of the Goods and Related Services to the Tender Documents, the Tenderer shall furnish as part of its Tender the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VI, Schedule of Requirements.
- 16.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 16.3 The Tenderer shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the TDS** following commencement of the use of the goods by the Procuring Entity.
- 16.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

17 Documents Establishing the Qualifications of the Tenderer

- 17.1 The documentary evidence of the Tenderer's qualifications to perform the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction:
- (a) that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

18 Period of Validity of Tenders

- 18.1 Tenders shall remain valid for the period **specified in the TDS** after the Tender submission deadline date prescribed by the Procuring Entity. A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-compliant. The Procuring entity will make its best effort to complete the procurement process within this period.

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- 18.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT Clause 19, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security or being liable for suspension in case of a Tender Securing Declaration. A Tenderer granting the request shall not be required or permitted to modify its Tender.

19 Tender Security or Tender Securing Declaration

- 19.1 The Tenderer shall furnish as part of its Tender, a Tender Security or a Tender-Securing Declaration, in case of One Tenderer based framework agreement, if required, as **specified in the TDS**. In case of a framework agreement with multiple Tenderers, the Tenderer shall submit the Tender security during the mini-competition process.
- 19.2 The Tender Security shall be in the amount **specified in the TDS** and denominated in Emalangeni, and shall:
- (a) at the Tenderer's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;
 - (b) be issued by a reputable institution selected by the Tenderer. If the institution issuing the bond is located outside Eswatini, it shall have a correspondent financial institution located in Eswatini to make it enforceable.
 - (c) be substantially in accordance with one of the forms of Tender Security included in Section IV, Tender Forms, or other form approved by the Procuring Entity prior to Tender submission;
 - (d) be payable promptly upon written demand by the Procuring Entity in case the conditions listed in ITT Clause 19.5 are invoked;
 - (e) be submitted in its original form; copies will not be accepted;
- 19.3 If a Tender Security or a Tender- Securing Declaration is required in accordance with ITT Sub-Clause 19.1, any Tender not accompanied by a substantially responsive Tender Security or Tender Securing Declaration in accordance with ITT Sub-Clause 19.1, shall be rejected by the Procuring Entity as non-responsive.
- 19.4 The Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's furnishing of the Performance Security pursuant to ITT Clause 40.
- 19.5 The Tender Security may be forfeited or the Tender Securing Declaration executed:
- (a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Tender Submission Form, except as provided in ITT Sub-Clause 18.2; or
 - (b) if the successful Tenderer fails to:
 - (i) sign the Contract in accordance with ITT Clause 39;
 - (ii) furnish a Performance Security in accordance with ITT Clause 40.
- 19.6 The Tender Security or Tender- Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted at the time of Tender, the Tender Security or Tender-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned.

20 Format and Signing of Tender

- 20.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT Clause 11 and clearly mark it "ORIGINAL." In addition, the Tenderer shall submit copies of the Tender, in the number **specified in the TDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

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- 20.2 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorisation shall consist of a Power of Attorney which if signed in Eswatini shall be registered and if signed outside Eswatini, shall be notarized and shall be attached to the Tender. The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the Tender, except for unamended printed literature, shall be signed or initialed by the person signing the Tender
- 20.3 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

21 Submission, Sealing and Marking of Tenders

- 21.1 The Tenderer shall enclose the original and each copy of the Tender, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single plain envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.
- 21.2 The inner and outer envelopes in case of mail or by hand submission shall:
- (a) Bear the name and address of the Tenderer;
 - (b) be addressed to the Procuring Entity in accordance with ITT Sub-Clause 22.1;
 - (c) bear the specific identification of this Tender process indicated in ITT Sub-Clause 1.1 and any additional identification marks as specified in the TDS; and
 - (d) bear a warning not to open before the time and date for Tender opening, in accordance with ITT Sub-Clause 25.1.
- 21.3 If all envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the Tender.

22 Deadline for Submission of Tenders

- 22.1 Tenders must be received by the Procuring Entity at the address no later than the date and time specified in the TDS.
- 22.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Documents in accordance with ITT Clause 8, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

23 Late Tenders

- 23.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT Clause 22. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

24 Withdrawal, Substitution, and Modification of Tenders

- 24.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice in accordance with ITT Clause 10, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITT Sub-Clause 20.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

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- (a) submitted in accordance with ITT Clauses 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” or “Modification;” and
 - (b) received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT Clause 22.
- 24.2 Tenders requested to be withdrawn in accordance with ITT Sub-Clause 24.1 shall be returned unopened to the Tenderers.
- 24.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Tender Submission Form or any extension thereof.
- 24.4 In case of e-Procurement system the Tenderer has to follow the process of Withdraw, substitution or modification as provisioned in the system.

25 Tender Opening

- 25.1 The Procuring Entity shall conduct the Tender opening in public at the address, date and time **specified in the TDS**. Any specific electronic Tender opening procedures required if electronic Tender is permitted in accordance with ITT Sub-clause 21.1, shall be as **specified in the TDS**.
- 25.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

Next, envelopes marked “REPLACEMENT” shall be opened and read out and relevant details read out. Replacement tenders shall be recorded as such on the record of the tender opening.

Only envelopes that are opened and read out at Tender opening shall be considered further.

- 25.3 All other envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the Tender Prices, including any discounts and alternative offers; the presence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate. Only discounts and alternative offers read out at Tender opening shall be considered for evaluation. No Tender shall be rejected at Tender opening except for late Tenders, in accordance with ITT Sub-Clause 23.1.
- 25.4 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum: the name of the Tenderer and whether there is a withdrawal, substitution, or modification; the Tender Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required. The Tenderers’ representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Tenderers who submitted Tenders in time, and posted online when electronic Tender is permitted.

E. Evaluation and Comparison of Tenders

26 Confidentiality

- 26.1 Information relating to the examination, evaluation, comparison, and post-qualification of Tenders, and recommendation of Contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with such process until publication of the Contract Award.

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- 26.2 Any effort by a Tenderer to influence the Procuring Entity in the examination, evaluation, comparison, and post-qualification of the Tenders or Contract award decisions may result in the rejection of its Tender.
- 26.3 Notwithstanding ITT Sub-Clause 26.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tender process, it should do so in writing.

27 Clarification of Tenders

- 27.1 To assist in the examination, evaluation, comparison and post-qualification of the Tenders, the Procuring Entity may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the Evaluation of the Tenders, in accordance with ITT Clause 29.
- 27.2 In cases of a discrepancy between the unit price and the total amount the unit price will prevail. In cases of a discrepancy between the words and figures, the amount in words will prevail.

28 Compliance and Responsiveness of Tenders

- 28.1 The Procuring Entity's determination of a Tender's compliance and responsiveness is to be based on the contents of the Tender itself.
- 28.2 A substantially compliant and responsive Tender is one that conforms to all the terms, conditions, and specifications of the Tender Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (b) limits in any substantial way, inconsistent with the Tender Documents, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or
 - (c) if rectified would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.
- 28.3 If a Tender is not substantially compliant and responsive to the Tender Documents, it shall be rejected by the Procuring Entity and may not subsequently be made compliant and responsive by the Tenderer by correction of the material deviation, reservation, or omission.

29 Non-conformities, Errors, and Omissions

- 29.1 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformities or omissions in the Tender that do not constitute a material deviation.
- 29.2 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.
- 29.3 Provided that the Tender is substantially responsive, the Procuring Entity shall correct arithmetical errors on the following basis:

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- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 29.4 If the Tenderer that submitted the best-evaluated Tender does not accept the correction of errors, its Tender shall be disqualified, and its Tender Security may be forfeited or its Tender-Securing Declaration executed.

30 Preliminary Examination of Tenders-Eligibility and Administrative Compliance

- 30.1 The Procuring Entity shall examine the legal documentation and information submitted by Tenderers to verify the eligibility of Tenderers and goods in accordance to ITT Clause 4 and 5
- 30.2 If after the examination of eligibility, the Procuring entity determines that the Tenderer, the Goods and/or the related Services are not eligible, it shall reject the Tender.
- 30.3 Tenders to confirm that all documents and technical documentation requested in ITT Clause 11 have been provided, and to determine the completeness of each document submitted.
- 30.4 The Procuring Entity shall confirm that the following documents and information have been provided in the Tender. If any of these documents or information is missing, the offer shall be rejected.
- (a) Tender Submission Form, in accordance with ITT Sub-Clause 12.1;
 - (b) Price Schedules, in accordance with ITT Sub-Clause 12.2;
 - (c) Tender Security or Tender Securing Declaration, in accordance with ITT Clause 19 if applicable.

31 Examination of Terms and Conditions; Technical Evaluation

- 31.1 The Procuring Entity shall examine the Tender to confirm that all terms and conditions specified in the GCFA and the SCFA have been accepted by the Tenderer without any material deviation or reservation.
- 31.2 The Procuring Entity shall evaluate the technical aspects of the Tender submitted in accordance with ITT Clause 16, to confirm that all requirements specified in Section VI, Schedule of Requirements of the Tender Documents have been met without any material deviation or reservation.
- 31.3 If, after the examination of the terms and conditions and the technical evaluation, the Procuring Entity determines that the Tender is not substantially responsive in accordance with ITT Clause 28, it shall reject the Tender.

32 Evaluation of Tenders

- 32.1 The Procuring Entity shall evaluate each Tender up to this stage of the evaluation, to be substantially responsive.
- 32.2 To evaluate a Tender, the Procuring Entity shall only use all the factors, methodologies and criteria defined in ITT Clause 32. No other criteria or methodology shall be permitted.

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- 32.3 To evaluate a Tender, the Procuring Entity shall consider the following:
- (a) the Tender Price as quoted in accordance with clause 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITT Sub-Clause 29.3;
 - (c) price adjustment due to discounts offered in accordance with ITT Sub-Clause 14.4;
 - (d) adjustments due to the application of the evaluation criteria **specified in the TDS** from amongst those set out in Section III, Evaluation and Qualification Criteria;
- 32.4 The Procuring Entity's evaluation of a Tender may require the consideration of other factors, in addition to the Tender Price quoted in accordance with ITT Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Tenders, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITT Sub-Clause 32.3 (d).
- 32.5 If so, **specified in the TDS**, these Tender Documents shall allow Tenderers to quote separate prices for one or more lots, and shall allow the Procuring Entity to award one or multiple lots to more than one Tenderer. The methodology of evaluation to determine the best-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.

33 Comparison of Tenders

- 33.1 The Procuring Entity shall compare all substantially responsive Tenders to determine the best-evaluated Tender, in accordance with ITT Clause 32 and by application of preferential treatment in accordance with Section 39 of the Public Procurement Act 2011 and Section 12 of the Public Procurement Regulations 2020 to Swati-owned companies.

34 Post-qualification of the Tenderer

- 34.1 The Procuring Entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the best-evaluated and substantially responsive Tender is qualified to perform the Contract satisfactorily.
- 34.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 17.
- 34.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the next best-evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

35 Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders

- 35.1 The Procuring Entity reserves the right to accept or reject any Tender, and to annul the Tender process and reject all Tenders at any time prior to Agreement award, without thereby incurring any liability to Tenderers.

F. Award of Framework Agreement

36 Award Criteria

- 36.1 The Procuring Entity shall award the Framework Agreement to the Tenderer/ Tenderers whose offer/s has been determined to be the best-evaluated Tender and is substantially responsive to the

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Tender Documents, provided further that the Tenderer is determined to be qualified to perform the Framework Agreement satisfactorily.

37 Procuring Entity's Right to Vary Quantities at Time of Award

37.1 At the time the call-off order is awarded, the Procuring Entity reserves the right to increase or decrease the quantity of Goods, Works and Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages specified in the TDS, and without any change in the unit prices or other terms and conditions of the Tender and the Tender Documents.

38 Notification of Award of Framework Agreement

38.1 Prior to the expiration of the period of Tender validity, the Procuring Entity shall notify the successful Tenderer, in writing, that its Tender has been accepted.

38.2 Until a formal call of order or Contract is prepared and executed, the notification of Framework Agreement shall not constitute a binding Agreement.

38.3 Upon the successful Tenderer's furnishing of the signed Framework Agreement Form and performance security pursuant to ITT Clause 40, the Procuring Entity will promptly notify each unsuccessful Tenderer and will discharge its Tender security, pursuant to ITT Clause 19.4.

39 Signing of Framework Agreement

39.1 Promptly after notification, the Procuring Entity shall send the successful Tenderer the Agreement and the Special Conditions of Framework Agreement.

39.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

40 Performance Security

40.1 Within twenty-eight (28) days of the receipt of notification of award from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCFA, using for that purpose the Performance Security. In case of a framework agreement with several Tenderers, the Performance security shall be submitted by the successful Tenderer only after the mini-competition process within the specified days by the procuring entity before issuing call-off order. Form included in Section IX Contract forms, or another Form acceptable to the Procuring Entity. The Procuring Entity shall promptly notify the name of the winning Tenderer to each unsuccessful Tenderer and discharge the Tender Securities of the unsuccessful Tenderers pursuant to ITT Sub-Clause 19.4.

40.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the call-off order/Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security or execution of the Tender-Securing Declaration. In that event the Procuring Entity may award the call-off order to the next best-evaluated Tenderer, whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the agreement satisfactorily.

41 Procurement Related Complaints and Administrative Review

41.1 The procedures for making a Procurement-related Complaint are as **specified in the TDS**

42. Abnormal Low and Abnormally High Prices

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41.1 Abnormally Low Prices

42.1.1 An Abnormally Low Price is one where the financial price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the price raises material concerns with the Procuring Entity as to the capability of the Tenderer to perform the Contract for the offered price.

42.1.2 In the event of identification of a potentially Abnormally Low Price by the evaluation committee, the Procuring Entity shall seek written clarification from the firm, including a detailed price analyses of its price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the Tendering document.

42.1.3 After evaluation of the price analyses, if the Procuring Entity determines that the firm has failed to demonstrate its capability to perform the contract for the offered price, the Procuring Entity shall reject the firm's Tender.

41.2 Abnormally High Prices

42.2.1 An abnormally high price is one where the proposal price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between the Tenderers is compromised.

42.2.1 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tendering Document to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high proposals. The Procuring Entity may also seek written clarification from the Tenderer on the reason or the high Tender price. The Procuring Entity shall proceed as follows:

- i) If the Tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the proposal depending on the Procuring Entity's budget considerations.
- ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high proposal prices, the Procuring Entity shall reject all Tenders and may re-invite for Tenders for the contract based on revised estimates, specifications, scope of work and conditions of contract.

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42.3 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between Tenderers is compromised (often due to collusion, corruption or other manipulations), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise and copy ESPPRA, before re-inviting tenders.

]

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Section II. Tender Data Sheet (TDS)

The following specific data for the Goods, Works and Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

ITT Clause Reference	A. General
ITT 1.1	The Procuring Entity is Eswatini Bank
ITT 1.1	The name and identification number of the Tender are Supply of office and pre-printed stationery - RFTFIN/06/2024 The number, identification and names of the lots comprising this Tender are as per price schedules
ITT 1.3	The Procuring Entity is procuring on its own behalf from Multiple Tenderers . Accordingly call-off orders will be placed following direct selection to the successful tenders.
ITT 1.5	Type of the framework agreement shall be unit price
ITT 1.9	Place of delivery is Engungwini building Gwamile street Mbabane
ITT 1.10	INCOTERM of delivery condition shall be is DPP
ITT 1.11	Delivery shall ONLY take place following the issuance of “call-off orders” to be issued by the procuring entity during the duration of this framework agreement. The Framework agreement has duration of 12 month with effect from the effective date .
ITT 1.2	Supply of office and pre-printed stationery

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ITT 4.5	A list of firms debarred from participating in Public Procurement is available at https://esppra.co.sz/sppra/suspended.php
ITT 5.5	Manufacturer's authorization is not required.
	B. Contents of Tender Documents
ITT 7.1	For Clarification of Tender purposes only, the Procuring Entity's address is: The Secretary of the Tender Committee Eswatini Bank Engungwini building Gwamile street Mbabane Email: tenders@swazibank.co.sz The Procuring Entity will respond to any request for clarification provided that such request is received no later than 21 March 2025.
	C. Preparation of Tenders
ITT 11.1 (f)	The Tenderer shall submit the following additional documents in its Tender: <ul style="list-style-type: none"> • Brochures of office stationery
ITT 14.7	Prices quoted for each lot shall correspond at least to 100 % of the items specified for each lot. Prices quoted for each item of a lot shall correspond at least to 100 percent of the quantities specified for this item of a lot.
ITT 16.3	Period of time the Goods are expected to be functioning (for the purpose of spare parts) 12 months
ITT 18.1	The Tender validity period shall be 90 days from the date of Tender opening.
ITT 19.1	A Tender Securing Declaration <i>shall</i> be required.
ITT 19.2(f)	Tender Securing Declaration shall be valid until 17 July 2025 .
ITT 20.1	In addition to the original of the Tender in case of Tender submission by mail or by hand, the number of copies is: two (2) copies

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	D. Submission and Opening of Tenders
ITT 22.1	For Tender submission purposes, the Procuring Entity's address is: Eswatini Bank Engungwini building. Gwamile street Mbabane M-Floor The deadline for proposal submission is: Date: 4 April 2025 Time (Pretoria time): 10 am
ITT 25.1	The Tender opening shall take place at: Eswatini Bank Engungwini building. Gwamile street Mbabane Date: 4 April 2025 Time (Pretoria time): 10 am
	E. Evaluation and Comparison of Tenders
ITT 32.3(d)	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: (a) Deviation in Delivery schedule: NO (b) the cost of major replacement components, mandatory spare parts, and service: NO (c) the performance and productivity of the equipment offered, NO
ITT 32.5	Tenderers shall be allowed to quote separate prices for one or more lots.
	F. Award of Framework Agreement
ITT 37.1	Not applicable as award is on unit price
	Procurement Related Complaints and Administrative Review

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ITT 41.1

The procedures for making a Procurement-related Complaint are detailed in the ESPPRA website <https://esppra.co.sz/>

If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer shall submit its complaint following these procedures, in writing (by the quickest means available, that is by email), to:

Title/position: *[insert title/position]*

Procuring Entity: *[insert name of Procuring Entity]*

Email address: *[insert email address]*

In summary, a Procurement-related Complaint may challenge any of the following:

1. the terms of the Tender Documents; and
2. the Procuring Entity's decision to award the contract.

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Section III. Evaluation and Qualification Criteria

Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below

Tenders that do not pass the Preliminary Examination will be considered non-responsive and will not be considered further.

Preliminary Evaluation Criteria

No.	Required documents	Mandatory(Y/N)
1.	Certificate of incorporation	Yes
2.	Form J	Yes
3.	Form C	Yes
4.	A Certified Copy of the Current Trading License	Yes
5.	A Valid Tax Compliance Certificate (Original)	Yes
6.	Certified VAT registration certificate	Yes
7.	Certified Current Labour Compliance Certificate	Yes
8.	Certified Current SNPF Compliance Certificate	Yes
9.	Police clearance certificates for ALL Directors	Yes
10.	Certified copies of Identity Documents for Directors	Yes
11.	Latest Audited or Independently Reviewed Financial Statements	Yes
12.	Signed Declaration of Eligibility	Yes
13.	Signed Tender submission form	Yes
14.	Signed code of conduct	Yes
15.	Signed tender securing declaration	Yes
16.	Proof of payment E350.00	Yes

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B Technical Evaluation

The technical evaluation will be undertaken to compare each tender with experience on supply of goods on a pass or fail basis, to determine whether the tenders are substantially responsive:

- Proof of relevant experience by providing three reference letters for similar projects completed within the last five years, complete with contact persons and contact numbers; and a description of the supply.
- NB: The Bank reserves the right to contact any of the references listed.

Tenderer will proceed to Financial Evaluation stage only if they qualify in compliance with Preliminary and technical evaluation

C. Financial Evaluation - Multiple Contracts

Tenders are invited for individual lots, the contract will be awarded to the tenderer offering a substantially responsive Tender(s) and the lowest evaluated cost for individual lots, subject to the selected tenderer(s) meeting the required qualification criteria for each lot.

In determining the tenderer that offer the lowest evaluated cost to the Procuring Entity for each lot, the Procuring Entity shall apply the following steps in sequence:

- (a) evaluate individual lots to determine the substantially responsive Tenders and corresponding evaluated costs;
- (b) for each lot, rank the substantially responsive Tenders starting from the lowest evaluated cost for the lot;
- (c) apply to the evaluated costs listed in (b) above, any applicable discounts/price reductions offered by a tenderer (s) for the award of each Lot based on the discounts and the methodology for their application offered by the respective Tenderer; and
- (d) determine contract award based on the lots that offer the tender offers each of which has the lowest evaluated cost to the Procuring Entity.
- (e) Market assessment to compare current prices with tendered prices. Tenderers below market prices will be disqualified for award.

Award will be done to the lowest evaluated tenderers for each lot based on the ranking in (b) above.

D. Post evaluation criteria

The Bank will conduct the following for the successful bidder:

- World Check report in compliance with Anti-Money Laundering and Combating Financing of Terrorism guidelines for Financial Institutions, 2016
- Credit check for Eswatini Bank customer.

Bidder will be disqualified for an award if the two reports are not clean, and the second best will be considered.

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Section IV. Tender Forms

Table of Forms

Tender Submission Form	27
Tender-Securing Declaration	38

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Tender Submission Form

Section A. Tender Form

[The Tenderer shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Tender Submission]*

Tender Reference Number.: *[insert number of Tender process]*

Alternative No.: *[insert identification No if this is a Tender for an alternative]*

To: *[insert name and address of Procuring Entity]*, (hereinafter “the Procuring Entity”)

Title of Procurement: *[insert Title]*

In response to your letter of invitation to Tender for the above framework agreement, we, the undersigned, hereby declare that:

1. We have examined and accept in full the content of the Tender document No. *[insert procurement number]*. We hereby accept its provisions in their entirety, without reservation or restriction.

2. We offer to deliver, in accordance with the terms of the Tender document and the conditions and time limits laid down, without reserve or restriction:

Lot no *[insert Lot number]*

Lot no *[insert Lot number]*

3. Total Tender price is:

Lot no *[insert Lot number]*: *[insert the Tender price per lot, in figures and in words]*

Lot no *[insert Lot number]*: *[insert the 1 Tender price per lot, in figures and in words.] ...*

4. This Tender is valid for a period of *[insert number of days]* from the final date for submission of Tenders.

6. The Tenderer [and our subcontractors] has/have the following nationality: *[insert nationality]*.

7. We are making this application, for this Tender *[insert Lot number, if applicable]*, in our own right led by ourselves. We confirm that we are not Tender for the same procurement in any other form.

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8. We will inform the Procuring Entity immediately if there is any change in the above circumstances at any stage during the implementation of the Contract. We also fully recognize and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other Contracts funded by the Government of Eswatini.

9. We note that the Procuring Entity is not bound to proceed with this invitation to Tender and that it reserves the right to award only part of the Contract and that it will incur no liability towards us should it do so.

SUBMITTED BY

TENDERER IDENTIFICATION	
COMPANY NAME	
FULL ADDRESS	
REPRESENTED BY:	
NAME	
POSITION	
SIGNATURE	
DATE	
STAMP	

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Declaration of Eligibility

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

[>>>Name of Tenderer, Address, and Date>>>]

Re Tender Reference

In accordance with the eligibility requirements of the Invitation to Tender documents we hereby declare that: -

- (a) We, including any joint venture partners or consortium partners, are a legal entity and 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 declare that we adhere to basic labour legislation.
- (e) 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
- (f) I/We declare that we are eligible to participate in the above-mentioned public procurement tender as per paragraphs (a) – (e) above.
- (g) We further declare that we are not Politicians and or Public Officers.
- (h) That we do not have a **conflict of interest** in relation to the procurement requirement as defined in the Instructions to Tenderers.
- (i) I/We are aware that, where it shall be found that any or all of the below mentioned directors of our Company have provided misleading information in preparing this tender document, the tender will be cancelled, and contracts awarded shall be terminated immediately.

Name _____ (In the capacity of) _____

Authorised Representative Signature _____ Date _____

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Code of Ethical Conduct in Business for Tenderers and Providers

1. Ethical Principles

Tenderers and providers shall at all times-

- (a) maintain integrity and independence in their professional judgement and conduct;
- (b) comply with both the letter and the spirit of-
 - i. the laws of Eswatini; and
 - ii. any contract awarded.
- (c) avoid associations with businesses and organisations which are in conflict with this code.

2. Standards

Tenderers and providers shall-

- (a) strive to provide works, services and Goods of high quality and accept full responsibility for all works, services or Goods provided;
- (b) comply with the professional standards of their industry or of any professional body of which they are members.

3. Conflict of Interest

Tenderers and providers shall not accept contracts which would constitute a conflict of interest with, any prior or current contract with any procuring entity. Tenderers and providers shall disclose to all concerned parties those conflicts of interest that cannot reasonably be avoided or escaped.

4. Confidentiality and Accuracy of Information

- (1) Information given by Tenderers and providers in the course of procurement processes, or the performance of contracts shall be true, fair and not designed to mislead.
- (2) Providers shall respect the confidentiality of information received in the course of performance of a contract and shall not use such information for personal gain.

5. Gifts and Hospitality

Tenderers and providers shall not offer gifts or hospitality directly or indirectly, to staff of a procuring entity that might be viewed by others as having an influence on a government procurement decision.

6. Inducements

- (1) Tenderers and providers shall not offer or give anything of value to influence the action of a public official in the procurement process or in contract execution.
- (2) Tenderers and providers shall not ask a public official to do anything which is inconsistent with the Act, Regulations, Guidelines or the Code of Ethical Conduct in Business.

7. Fraudulent Practices

Tenderers and providers shall not-

- (a) collude with other businesses and organisations with the intention of depriving a procuring entity of the benefits of free and open competition;
- (b) enter into business arrangements that might prevent the effective operation of fair competition;
- (c) engage in deceptive financial practices, such as bribery, double billing or other improper financial practices;

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- (d) misrepresent facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity; or utter false documents;
- (e) unlawfully obtain information relating to a procurement process in order to influence the process or execution of a contract to the detriment of the PE; and
- (f) withholding information from the PE during contract execution to the detriment of the PE.

I agree to comply with the above code of ethical conduct in business.

AUTHORISED SIGNATORY

NAME OF TENDERER

Standard Tender Document for Framework Agreement

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Section B. PRICE SCHEDULE

*[The Tenderer shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Procuring Entity in the Schedule of Requirements.]*

OFFICE STATIONERY

Lot No.	Description of Goods	Unit of measure	quantity	unit price
Lot 1	A4 white paper	Box	1	
	A4 white paper	Box	1	
	A5 white paper	Box	1	
	total			
Lot 2	A3 envelopes - brown plain	Box	1	
	A4 envelopes - white	Box	1	
	A4 envelopes white plain	Box	1	
	A5 envelopes - white plain	Box	1	
	Dl envelopes 15 window	Box	1	
	total			
Lot 3	Arch lever files (10s)	Box	1	
	Arch lever files B1450 (10s)	Box	1	
	PVC clipboard with cover	Each	1	
	File dividers a4 10 division	Box	1	
	File folders - diff colours (100)	Ream	1	
	Plastic containers/desk tidy files	Each	1	
	Clear binding covers (ream) PVC	Ream	1	
	Hard binding covers (ream)	Ream	1	
	Flip charts	Pad	1	

	Suspension files B3470 A4 (25s)	Box	1	
	Plastic containers a4	Each	1	
	Voucher covers - blue/ red binding (50s)	Budle	1	
	total			
Lot 4	Staple removers (small)	Each	1	
	Staple removers H/D SDS/paper pro	Each	1	
	Staplers- giant Rexel	Box	1	
	Staplers-b9343	Each	1	
	Staples- giant Rexel 66/8(5000)	Box	1	
	Staples- Rexel no. 56 (5000s)	Box	1	
	Punchers- giant P865	Each	1	
	Punchers medium H-40/J81 genmes	Each	1	
	total			
Lot 5	File fasteners (box of 10)	Box	1	
	Fold back clips (50mm)	Box	1	
	Paper clips 33MM (10s)	Box	1	
	Paper clips 50MM (10s)	Box	1	
	total			
Lot 6	Bic desk pen refills (10s)	Box	1	
	Bic desk pens with stand	Box	1	
	Highlighters -penflex (12)	Each	1	
	Markers/box penflex(10)	Box	1	
	Pencil HB Staedtler (12s)	Box	1	
	Pens - energel bl-2 07 black(12)	Box	1	

	Pens- BIC click(60)	Box	1	
	Pens pilot g-2 07(12)	Box	1	
	Umr-10 uniball pen refill (10)	Box	1	
	Pens- um153 uniball(12)	Box	1	
	Refills- g-2 pilot pens(10)	Box	1	
	total			
Lot 7	A3 storage boxes 25s	Box	1	
	Storage boxes- A4 (25s)	Box	1	
	Desk trays- plastic 3 tiers	Each	1	
	total			
Lot 8	Cash in transit bags (50cm x 22mm x 80cm)	Set	1	
	Envo cash bags 36 x 40cm	Each	1	
	Notarial seals	Each	1	
	Money bag seals - 1kg (umthofi (10mm)	Packet	1	
	Twine rope - 104/100g	Each	1	
	Total			
Lot 9	Confidential stamps	Each	1	
	Stamp - Trodat Printy 4926	Each	1	
	Stamp - Trodat Printy 4927	Each	1	
	Stamps - Printy 4912	Each	1	
	Stamps - Printy 4913	Each	1	
	Stamps - Printy 4915	Each	1	
	Stamps - Printy 5460	Each	1	
	Stamp - Trodat Printy 46130	Each	1	
	Stamp - Trodat Printy 46140	Each	1	

	Stamp - Trodat Printy 46145	Each	1	
	Stamp - Trodat Printy 5460	Each	1	
	Stamp pad ink- penguin	Each	1	
	Stamp pads plastic no. 2	Each	1	
	Total			
Lot 10	Carbon paper pads	Each	1	
	Desk pads	Pad	1	
	Delivery books (JD416	Each	1	
	Croxley analysis book JD9040	Each	1	
	30cm ruler (plastic)	Each	1	
	Adhesive labels (redfern labels) A4 105 x 37mm	Each	1	
	Bantex scissors	Each	1	
	Bostik	Each	1	
	Calculators- sharp el 2128v	Each	1	
	Drawing pins (10s)	Box	1	
	Glue sticks pritt 43g	Each	1	
	Masking tape brown/clear	Each	1	
	Notebooks- 2 quire f/m	Each	1	
	Pos rolls - 57 x 40 x 13 plain	Each	1	
	Post-it-notepads 76 x76mm	Each	1	
	Rubber bands 32mm - treeline	Box	1	
	Total			

Name of tenderer:

Signature of tenderer:

Date:

Pre-printed stationery

Lot No.	Description of Goods	Unit of measure	quantity	unit price
Lot 1	Cash deposit books in triplicate self-inking	Each	1	
	Cash deposit slips (duplicate self-inking 500s)	Each	1	
	Cash withdrawals - in duplicate self-inking 500s	Each	1	
	Total			
Lot 2	Dl window envelopes with logo (250)	Box	1	
	Dl non window envelopes with logo (250)	Box	1	
	Internal mail envelopes (250)	Box	1	
	Total			
Lot 3	Money note tags- RANDS /SZL (50s)	Bundle	1	
	Money bags- canvas (250/bale)	Bale	1	
	Money bags- coins (10 000/bale)	Bale	1	
	Tamper proof bags (200/ box with scan code)	Box	1	
	Coin tags SZL (50s)	Bundle	1	
	Treasury plastics (320/305 -250s/bale)	Bale	1	
	Total			
Lot 4	Teller payment books duplicate	Each	1	
	Teller receipt books duplicate self-inking	Each	1	
	Internal credit vouchers (50s)	Pad	1	
	Internal debit vouchers (50s)	Pad	1	
	Cash combination books 250 pages	Each	1	
	IPS forms in triplicate self-inking	Pad	1	
	Total			
Lot 5	Time sheets 50 pages	Each	1	
	Customer comments books (A2) (50 pages)	Each	1	
	Total			

Lot 6	Letterheads-head office (ream zeta linen) (250)	Ream	1
	Business cards (50s)	Bundle	1
	Total		
Lot 7	Nomanini ATM rolls	Each	1
	Board Register Book	Each	1
	Agent Record Books 150 Pages A4	Each	1
	Total		
Lot 8	2 Panel brochure	Each	1
	3 Panel brochure	Each	1
	Total		

Name of tenderer:

Signature of tenderer:

Date:

Tender-Securing Declaration

[The Tenderer shall fill in this Form in accordance with the instructions indicated.]

Date: *[insert date (as day, month and year) of Tender Submission]*

Tender Reference Number.: *[insert number of Tender process]*

Alternative No.: *[insert identification No if this is a Tender for an alternative]*

To: *[insert complete name of Procuring Entity]*

We, the undersigned, declare that:

1. We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for Tender in any Contract or framework agreement with the Procuring Entity for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the Tender conditions, because we:
 - (a) have withdrawn our Tender during the period of Tender validity specified by us in the Tender Data Sheet; or
 - (b) having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITT.
3. We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of our Tender.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the Tender. If the Joint Venture has not been legally constituted at the time of Tender, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Tender Securing Declaration]*

Name: *[insert complete name of person signing the Tender Securing Declaration]*

Duly authorized to sign the Tender for and on behalf of: *[insert complete name of Tenderer]*

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

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Section V. Eligible Countries

All countries are eligible except countries subject to the following provisions.

A country shall not be eligible if:

- (a) as a matter of law or official regulation, the Government of The Kingdom of Eswatini prohibits commercial relations with that country, provided that the Government of The Kingdom of Eswatini is satisfied that such exclusion does not preclude effective competition for the provision of Goods or related services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of The Kingdom of Eswatini prohibits any import of Goods from that country or any payments to persons or entities in that country.

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Standard Tender Document for Framework Agreement



PART 2 – Supply Requirements

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Section VI. Schedule of Requirements

Table of Contents

1.	List of Goods and Delivery Schedule- office stationery	42
1.	List of Goods and Delivery Schedule pre-printed stationery	53
3.	Detailed Specifications for pre-printed stationery	59
5.	Inspections and Tests.....	63

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This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA disclaims any warranty of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



1. List of Goods and Delivery Schedule- office stationery

Lot No.	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination	Delivery Date		
					Earliest Delivery Date	Latest Delivery Date	Tenderer's offered Delivery date [to be provided by the Tenderer]
<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>	<i>E</i>	<i>F</i>	<i>G</i>	<i>H</i>
Lot 1	A4 white paper	1	Box	HQ-Engungwini Building Mbabane	TBA	TBA	
	A5 white paper	1	Box	HQ-Engungwini Building Mbabane	TBA	TBA	
Lot 2	A3 envelopes - brown plain	1	Box	HQ-Engungwini Building Mbabane	TBA	TBA	
	A4 envelopes - white	1	Box	HQ-Engungwini Building Mbabane	TBA	TBA	
	A4 envelopes white plain	1	Box	HQ-Engungwini Building Mbabane	TBA	TBA	

	A5 envelopes - white plain	1	Box	HQ-Engungwini Building Mbabane	TBA	TBA	
	Dl envelopes 15 window	1	Box	HQ-Engungwini Building Mbabane	TBA	TBA	
Lot 3	Arch lever files (10s)	1	Box	HQ-Engungwini Building Mbabane	TBA	TBA	
	Arch lever files B1450 (10s)	1	Box	HQ-Engungwini Building Mbabane	TBA	TBA	
	PVC clipboard with cover	1	Each	HQ-Engungwini Building Mbabane	TBA	TBA	
	File dividers a4 10 division	1	Box	HQ-Engungwini Building Mbabane	TBA	TBA	
	File folders - diff colours (100)	1	Ream	HQ-Engungwini Building Mbabane	TBA	TBA	

Plastic containers/desk tidy files	1	Each	HQ-Engungwini Building Mbabane	TBA	TBA	
Clear binding covers (ream) PVC	1	Ream	HQ-Engungwini Building Mbabane	TBA	TBA	
Hard binding covers (ream)	1	Ream	HQ-Engungwini Building Mbabane	TBA	TBA	
Flip charts	1	Pad	HQ-Engungwini Building Mbabane	TBA	TBA	
Suspension files B3470 A4 (25s)	1	Box	HQ-Engungwini Building Mbabane	TBA	TBA	
Plastic containers a4	1	Each	HQ-Engungwini Building Mbabane	TBA	TBA	
Voucher covers - blue/red binding (50s)	1	Bundle	HQ-Engungwini Building Mbabane	TBA	TBA	

Lot 4	Staple removers (small)	1	Each	HQ-Engungwini Building Mbabane	TBA	TBA	
	Staple removers H/D SDS/paper pro	1	Each	HQ-Engungwini Building Mbabane	TBA	TBA	
	Staplers- giant Rexel	1	Box	HQ-Engungwini Building Mbabane	TBA	TBA	
	Staplers-b9343	1	Each	HQ-Engungwini Building Mbabane	TBA	TBA	
	Staples- giant Rexel 66/8(5000)	1	Box	HQ-Engungwini Building Mbabane	TBA	TBA	
	Staples- Rexel no. 56 (5000s)	1	Box	HQ-Engungwini Building Mbabane	TBA	TBA	
	Punchers- giant P865	1	Each	HQ-Engungwini Building Mbabane	TBA	TBA	

	Punchers medium H-40/J81 genmes	1	Each	HQ-Engungwini Building Mbabane	TBA	TBA	
Lot 5	File fasteners (box of 10)	1	Box	HQ-Engungwini Building Mbabane	TBA	TBA	
	Fold back clips (50mm)	1	Box	HQ-Engungwini Building Mbabane	TBA	TBA	
	Paper clips 33MM (10s)	1	Box	HQ-Engungwini Building Mbabane	TBA	TBA	
	Paper clips 50MM (10s)	1	Box	HQ-Engungwini Building Mbabane	TBA	TBA	
Lot 6	Bic desk pen refills (10s)	1	Box	HQ-Engungwini Building Mbabane	TBA	TBA	
	Bic desk pens with stand	1	Box	HQ-Engungwini Building Mbabane	TBA	TBA	

Highlighters -penflex (12)	1	Each	HQ-Engungwini Building Mbabane	TBA	TBA	
Markers/box penflex(10)	1	Box	HQ-Engungwini Building Mbabane	TBA	TBA	
Pencil HB Staedtler (12s)	1	Box	HQ-Engungwini Building Mbabane	TBA	TBA	
Pens - energel bl-2 07 black(12)	1	Box	HQ-Engungwini Building Mbabane	TBA	TBA	
Pens- BIC click(60)	1	Box	HQ-Engungwini Building Mbabane	TBA	TBA	
Pens pilot g-2 07(12)	1	Box	HQ-Engungwini Building Mbabane	TBA	TBA	
Umr-10 uniball pen refill (10)	1	Box	HQ-Engungwini Building Mbabane	TBA	TBA	

	Pens- um153 uniball(12)	1	Box	HQ- Engungwini Building Mbabane	TBA	TBA	
	Refills- g-2 pilot pens(10)	1	Box	HQ- Engungwini Building Mbabane	TBA	TBA	
Lot 7	A3 storage boxes 25s	1	e	HQ- Engungwini Building Mbabane	TBA	TBA	
	Storage boxes- A4 (25s)	1	Box	HQ- Engungwini Building Mbabane	TBA	TBA	
	Desk trays- plastic 3 tiers	1	Bundle	HQ- Engungwini Building Mbabane	TBA	TBA	
Lot 8	Cash in transit bags (50cm x 22mm x 80cm)	1	Each	HQ- Engungwini Building Mbabane	TBA	TBA	
	Envo cash bags 36 x 40cm	1	Each	HQ- Engungwini Building Mbabane	TBA	TBA	

	Notarial seals	1	Each	HQ- Engungwini Building Mbabane	TBA	TBA	
	Money bag seals - 1kg (umthofi (10mm))	1	Packet	HQ- Engungwini Building Mbabane	TBA	TBA	
	Twine rope - 104/100g	1	Each	HQ- Engungwini Building Mbabane	TBA	TBA	
Lot 9	Confidential stamps	1	Each	HQ- Engungwini Building Mbabane	TBA	TBA	
	Stamp - Trodat Printy 4926	1	Each	HQ- Engungwini Building Mbabane	TBA	TBA	
	Stamp - Trodat Printy 4927	1	Each	HQ- Engungwini Building Mbabane	TBA	TBA	
	Stamps - Printy 4912	1	Each	HQ- Engungwini Building Mbabane	TBA	TBA	

Stamps - Printy 4913	1	Each	HQ-Engungwini Building Mbabane	TBA	TBA	
Stamps - Printy 4915	1	Each	HQ-Engungwini Building Mbabane	TBA	TBA	
Stamps - Printy 5460	1	Each	HQ-Engungwini Building Mbabane	TBA	TBA	
Stamp - Trodat Printy 46130	1	Each	HQ-Engungwini Building Mbabane	TBA	TBA	
Stamp - Trodat Printy 46140	1	Each	HQ-Engungwini Building Mbabane	TBA	TBA	
Stamp - Trodat Printy 46145	1	Each	HQ-Engungwini Building Mbabane	TBA	TBA	
Stamp - Trodat Printy 5460	1	Each	HQ-Engungwini Building Mbabane	TBA	TBA	

	Stamp pad ink- penguin	1	Each	HQ-Engungwini Building Mbabane	TBA	TBA	
	Stamp pads plastic no. 2	1	Each	HQ-Engungwini Building Mbabane	TBA	TBA	
Lot 10	Carbon paper pads	1	Each	HQ-Engungwini Building Mbabane	TBA	TBA	
	Desk pads	1	Pad	HQ-Engungwini Building Mbabane	TBA	TBA	
	Delivery books (JD416)	1	Each	HQ-Engungwini Building Mbabane	TBA	TBA	
	Croxley analysis book JD9040	1	Each	HQ-Engungwini Building Mbabane	TBA	TBA	
	30cm ruler (plastic)	1	Each	HQ-Engungwini Building Mbabane	TBA	TBA	

Adhesive labels (redfern labels) a4 105 x 37mm	1	Each	HQ-Engungwini Building Mbabane	TBA	TBA	
Bantex scissors	1	box	HQ-Engungwini Building Mbabane	TBA	TBA	
Bostik	1	Each	HQ-Engungwini Building Mbabane	TBA	TBA	
Calculators- sharp EL 2128V	1	Each	HQ-Engungwini Building Mbabane	TBA	TBA	
Drawing pins (10s)	1	Each	HQ-Engungwini Building Mbabane	TBA	TBA	
Glue sticks Pritt 43g	1	Box	HQ-Engungwini Building Mbabane	TBA	TBA	
Masking tape brown/clear	1	Each	HQ-Engungwini Building Mbabane	TBA	TBA	

Notebooks- 2 quire f/m	1	Each	HQ-Engungwini Building Mbabane	TBA	TBA	
Pos rolls - 57 x 40 x 13 plain	1	Each	HQ-Engungwini Building Mbabane	TBA	TBA	
Post-it-notepads 76 x76mm	1	Each	HQ-Engungwini Building Mbabane	TBA	TBA	
Rubber bands 32mm - treeline	1	Box	HQ-Engungwini Building Mbabane	TBA	TBA	

1. List of Goods and Delivery Schedule pre-printed stationery

Lot No.	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination	Delivery Date		
					Earliest Delivery Date	Latest Delivery Date	Tenderer's offered Delivery date [to be provided by the Tenderer]
<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>	<i>E</i>	<i>F</i>	<i>G</i>	<i>H</i>

Lot 1	Cash deposit books in triplicate self-inking	1	Each	HQ-Engungwini Building Mbabane	TBA	TBA	
	Cash deposit slips (duplicate self-inking 500s)	1	Each	HQ-Engungwini Building Mbabane	TBA	TBA	
	Cash withdrawals - in duplicate self-inking 500s	1	Each	HQ-Engungwini Building Mbabane	TBA	TBA	
Lot 2	DI window envelopes with logo (250)	1	Box	HQ-Engungwini Building Mbabane	TBA	TBA	
	DI non window envelopes with logo (250)	1	Box	HQ-Engungwini Building Mbabane	TBA	TBA	
	Internal mail envelopes (250)	1	Box	HQ-Engungwini Building Mbabane	TBA	TBA	
Lot 3	Money note tags- RANDS /SZL (50s)	1	Bundle	HQ-Engungwini Building Mbabane	TBA	TBA	

	Money bags- canvas (250/bale)	1	Bale	HQ-Engungwini Building Mbabane	TBA	TBA	
	Money bags- coins (10 000/bale)	1	Bale	HQ-Engungwini Building Mbabane	TBA	TBA	
	Tamper proof bags (200/ box with scan code)	1	Box	HQ-Engungwini Building Mbabane	TBA	TBA	
	Coin tags SZL (50s)	1	Bundle	HQ-Engungwini Building Mbabane	TBA	TBA	
	Treasury plastics (320/305 - 250s/bale)	1	Bale	HQ-Engungwini Building Mbabane	TBA	TBA	
Lot 4	Teller payment books duplicate	1	Each	HQ-Engungwini Building Mbabane	TBA	TBA	
	Teller receipt books duplicate self-inking	1	Each	HQ-Engungwini Building Mbabane	TBA	TBA	

	Internal credit vouchers (50s)	1	Pad	HQ-Engungwini Building Mbabane	TBA	TBA	
	Internal debit vouchers (50s)	1	Pad	HQ-Engungwini Building Mbabane	TBA	TBA	
	Cash combination books 250 pages	1	Each	HQ-Engungwini Building Mbabane	TBA	TBA	
	IPS forms in triplicate self-inking	1	Pad	HQ-Engungwini Building Mbabane	TBA	TBA	
Lot 5	Time sheets 50 pages	1	Each	HQ-Engungwini Building Mbabane	TBA	TBA	
	Customer comments books (A2) (50 pages)	1	Each	HQ-Engungwini Building Mbabane	TBA	TBA	
Lot 6	Letterheads-head office (ream zeta linen) (250)	1	Ream	HQ-Engungwini Building Mbabane	TBA	TBA	

	Business cards (50s)	1	Bundle	HQ-Engungwini Building Mbabane	TBA	TBA	
Lot 7	Nomanini ATM rolls	1	Each	HQ-Engungwini Building Mbabane	TBA	TBA	
	Board Register Book	1	Each	HQ-Engungwini Building Mbabane	TBA	TBA	
	Agent Record Books 150 Pages A4	1	Each	HQ-Engungwini Building Mbabane	TBA	TBA	
Lot 8	2 Panel brochure	1	Each	HQ-Engungwini Building Mbabane	TBA	TBA	
	3 Panel brochure	1	Each	HQ-Engungwini Building Mbabane	TBA	TBA	

3. Detailed Specifications for pre-printed stationery

ITEM	SPECIFICATIONS
Agent Record Books 150 Pages A4	<p>Inside pages printed in full colour one side only on Bond 80gms paper</p> <p>Cover printed in full colour one side on Mondiliner 225gms paper</p> <p>The books are collated, quarter bound and trimmed to size 300 x 230mm</p>
BOP Forms (8 PAGES)	<p>printed in one colour red back-to-back on Bond 80gms paper, folded and saddle stitched to A4 size</p> <p>Packed 50 forms per pack</p>
2 PANEL BROCHURE	<p>Printed in full colour back-to-back on Dukuza Matt 170gms paper and folded to size.</p> <p>Open file 220 x 210mm Closed file 220 x 105mm</p>
3 PANEL BROCHURE	<p>Printed in full colour back-to-back on Dukuza Matt 170gms paper and folded to size</p>
A5 Sheets	<p>500 sheets per ream (5 reams per box)</p>
Board Register Books	<p>Inside - printed in full colour back-to-back on bond 80gms paper.</p> <p>Cover - Gold foiling words only</p> <p>Finishing - The books are collated and Cloth Bound to size.</p>

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Business Cards	Printed in full colour back-to-back on Ivory Offset Smooth Board 280gms paper, Finishing: collated and trimmed to size.
Cash Combination 100 pages	Inside - printed in duplicate full colour on NCR paper 60gms. The slips are padded with NCR GLUE in bundles with each bundle containing 100 sheets (100 slips)
Cash Deposit Books Triplicate and Self Carbonised [50 Pages each colour]	Inside - printed in full colour , one side on NCR Paper 60gms Cover - printed in full colour on Mondiliner 235gms paper Finishing - The books are perforated once downwards and bound.
Cash Deposit Slips Duplicate and Self Carbonised - 500pages	Inside printed and padded with NCR GLUE in duplicate full colour back-to-back on NCR paper. Each bundle has 500 sheets (250 slips).
Cash Withdrawals Duplicate and self Carbonised 500pages	Inside printed and padded with NCR GLUE in duplicate full colour back-to-back on NCR paper. Each bundle has 500 sheets (250 slips).
DL Envelopes with Logo Window	printed in full colour on one side. packed 500 envelopes per box
DL Envelopes with Logo Non - Window Simplistik	printed in full colour on one side. packed 500 envelopes per box
Internal Debits - 500pages	printed in full colour on bond 80gms and padded, 500 sheets per pad.

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Internal Credit - 500 pages	printed in full colour on bond 80gms and padded, 500 sheets per pad.
INTERNAL MAIL ENVELOPES PRINTED	printed in full colour on one side. The envelopes are packed 500 envelopes per box
Letterheads	printed in full colour on Zeta Linen 90gms 500 sheets/ Ream
Teller Payment Books Duplicate and Self Carbonised - 50 pages per colour	Inside - Printed in full colour duplicate 2 to view on NCR paper Cover - Printed in on Mondiliner 225gms. Finishing - The books are numbered, perforated and quarter bound.
Teller Receipt Books Duplicate and Self Carbonised - 50 pages per colour	Inside - Printed in full colour duplicate 2 to view on NCR paper Cover - Printed in full colour on Mondiliner 225gms. Finishing - The books are numbered, perforated and bound
Time Sheets 50pages	printed in one colour back-to-back side on bond 80gms paper and bound.
Customer Comments Book triplicate and self Carbonised (25 pages per book)	Inside: Printed in full colour one side only 3 to view on NCR paper triplicate. Cover: Printed in full colour front only on mondiliner 235gms paper. Finishing: The books are numbered, perforated and quater bound.

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ATM TILL ROLLS	printed in full colour 5300 receipts per roll
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5. Inspections and Tests

For inspection of samples, please visit procurement office at HQ Engungwini building Gwamile street Mbabane.

Appointments should be made with the procurement office

Contact person: Mazalina Mthande

Email: MazalinaR@swazibank.co.sz

Tel: 2409 5156

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PART 3 - Contract

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Standard Tender Document for Framework Agreement



Section VII. General Conditions of Framework Agreement

Table of Contents

1	Definitions.....	59
2	Framework Agreements Documentations	60
3	Fraud and Corruption	60
4	Interpretation.....	61
5	Language.....	61
6	Joint Venture, Consortium or Association	61
7	Notice.....	62
8	Government Law.....	62
9	Settlement of Disputes	62
10	Scope of Supply	62
11	Delivery and Documents.....	62
12	Tenderer's Responsibilities	62
13	Framework Agreement Price	63
14	Terms of Payments.....	63
15	Taxes and Duties	63
16	Performance Security	63
17	Copyright	63
18	Confidential Information.....	64
19	SubContracting.....	64
20	Specifications and Standards	64
21	Packing and Documents.....	65
22	Insurance	65
23	Inspections and Tests	65
24	Liquidated Damages	66

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Standard Tender Document for Framework Agreement



25	Warranty.....	66
26	Patent Indemnity	67
27	Change in Law and Regulations	67
28	Force Majeure	68
29	Change Orders and Framework Agreement Amendments	68
30	Extensions of Time	68
31	Termination.....	69
32	Assignment.....	70

Standard Tender Document for Framework Agreement

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PART 4 – Framework Agreement

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Framework Agreement

This Framework Agreement [*insert reference number of the Framework Agreement*] is made for the supply of [*insert brief description of Goods, Works and Services*]

on the [*insert: number*] day of [*insert: month*], [*insert: year*]

between

the Procuring entity(s) [*insert complete name of the Procuring entity/s, the type of legal entity, (for example, “an agency of the Ministry of the Government of {insert name of Country of Procuring entity/s}”, or “a corporation incorporated under the laws of {insert name of Country of Procuring entity/s}”*)] (the Procuring entity(s)) and

the Supplier [*insert name of the Supplier*], a corporation incorporated under the laws of [*insert country of Supplier*] and having its principal place of business at [*insert Supplier’s address*] (Supplier).

This Framework Agreement is subject to the provisions described in the Sections and Schedules listed below, and any amendments.

This Framework Agreement concludes a standing offer by the Supplier to supply the specified Goods to the Procuring entity(s) during the Term of the Framework Agreement, as and when the Procuring entity(s) wishes to purchase them, through a Call-off Contract.

The following documents shall be deemed to form and be read and construed as part of this Framework Agreement and, where indicated, to any Call-off Contract awarded under this Framework Agreement.

Section A: Framework Agreement General Provisions

Section B: Framework Agreement Specific Provisions

Schedule 1: Schedule of Requirements

Schedule 2: Price Schedules

Schedule 3: Secondary Procurement

IN WITNESS whereof, the Parties to this Framework Agreement have caused this Framework Agreement to be executed in accordance with the laws of [*insert the name of the Framework Agreement governing law country*] on the day, month and year indicated above.

[*Select one of the three options below*]

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“For and on behalf of the Procuring entity:”

Signed: *[insert signature]*

Full name: *[name of person signing]*

Agency: *[insert the name of agency]*

In the capacity of: *[insert title or other appropriate designation]*

In the presence of *[insert identification of official witness]*

For and on behalf of the Supplier:

Signed: *[insert signature of authorized representative(s) of the Supplier]*

Full name: *[name of person signing]*

In the capacity of: *[insert title or other appropriate designation]*

In the presence of *[insert identification official of witness]*

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Section A: Framework Agreement General Conditions (FAGC)

[the following text must not be modified by the Procuring Entity.]

Table of Provisions

1	Definitions.....	71
2	Framework Agreement Documents	73
3	Supplier's obligations.....	73
4	Continued Qualification and Eligibility	74
5	Term	75
6	Representative	75
7	Role of Lead Procuring entity or Responsible Agency	75
8	Contract Price.....	76
9	Performance Security	76
10	Language	76
11	Notices.....	76
12	Fraud and Corruption	76
13	Records, inspections and audit	77
14	Confidential Information.....	77
15	Governing Law.....	77
16	Change to the Framework Agreement.....	77
17	Termination of the Framework Agreement.....	77
18	Consequence of expiry or termination	78
19	Dispute resolution in relation to this Framework Agreement	78
20	Dispute resolution in relation to Call-off Contracts	78

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Section A

Framework Agreement General Provisions (FAGC)

- 1 Definitions**
- 1.1 The following words and expressions shall have the meanings hereby assigned to them
- (a) **“Base Price”** is the Framework Agreement (FA) unit price prior to any price adjustment in accordance with **FA Specific Provision FAGC 8.1**.
 - (b) **“Business Day”** is any day that is an official working day of the Procuring entity. It excludes the Procuring entity’s official public holidays.
 - (c) **“Call-off Contract”** is a contract awarded under a Framework Agreement, through a Secondary Procurement process, for the supply of Goods, and any Related Services.
 - (d) **“Closed Framework Agreement”** is where no new firm(s) may conclude Framework Agreement(s) during the Term of the Framework Agreement.
 - (e) **“Commencement Date”** is the date this Framework Agreement is signed by both parties, being the commencement of the Term.
 - (f) **“Contract Price”** is the price payable to the Supplier as specified in the Call-off Contract, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
 - (g) **“Day”** means calendar day.
 - (h) **“Goods”** means all goods, materials, items, commodities, raw material, machinery, equipment, and/or other materials, as specified in the **FA Specific Provisions**, that the Supplier is required to supply to the Procuring entity under a Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Goods includes Related Services.

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- (i) **“In Writing”** means communicated or recorded in written form. It includes, for example: mail, e-mail, fax or communication through an electronic procurement system (provided that the electronic system is accessible, secure, ensures integrity and confidentiality, and has sufficient audit trail features).
- (j) **“Incoterms”** means the international commercial terms for goods published by the International Chamber of Commerce (ICC).
- (k) **“Lead Procuring entity”**, when named in the Framework Agreement, means a party to the Framework Agreement, as a Procuring entity in its own right under the framework agreement and as the agency responsible for the management and administration of the Framework Agreement for use by the other participating Procuring entities as specified in the **FA Specific Provisions**. All communications, including notices, in relation to the Framework Agreement, are to be addressed to the Lead Procuring entity. All communications, including notices, in relation to a Call-off Contract, are to be addressed to the Procuring entity named in the Call-off Contract.
- (l) **“Multi-User Framework Agreement”** means a Framework Agreement where there is more than one Procuring entity permitted to purchase through a Call-off Contract, as specified in the **FA Specific Provisions**;
- (m) **“Procuring entity”** is the Procuring Entity that is/are permitted to purchase Goods from a Supplier under a Call-off Contract awarded through a Framework Agreement. Where appropriate, for the purpose of interpretation of the Framework Agreement, the term Procuring entity includes Lead Procuring entity, or Responsible Agency.
- (n) **“Procuring entity’s Country”** is the country specified in the **FA Specific Provisions**.
- (o) **“Related Services”** means the services incidental to the supply of the Goods, such as insurance, installation, training, initial maintenance and other such obligations of the Supplier, excluding inland transportation and other services required in the Procuring entity’s Country to convey the Goods to their final destination.
- (p) **“Responsible Agency”**, when named in the Framework Agreement, is a party to the Framework Agreement, but

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only in its capacity as the agency responsible for managing and administering the Framework Agreement for use by the participating Procuring entities. All communications, including notices, in relation to the Framework Agreement, are to be addressed to the Responsible Agency.

- (q) **“Secondary Procurement”** is the method used to select a Supplier and award a Call-off Contract under this Framework Agreement.
- (r) **“Single-User Framework Agreement”** means a Framework Agreement where there is only one Procuring entity, as specified in the **FA Specific Provisions**.
- (s) **“Supplier”** means the person, private or government entity, or a combination of the above, who has concluded a Framework Agreement to supply to a Procuring entity, from time to time, and as and when required, the Goods, and, if applicable, Related Services, under a Call-off Contract.
- (t) **“Term”** mean the duration of this Framework Agreement as described in the **FA Specific Provisions** starting on the Commencement Date. Where applicable, it includes any extension(s) to the initial Term, if permitted in the **FA Specific Provisions**.

- 2 Framework Agreement Documents**
- 2.1 This Framework Agreement (FA) shall be read as a whole. Where a document is incorporated by reference into this Framework Agreement, it shall be deemed to form, and be read and construed, as part of this Framework Agreement.
- 2.2 This Framework Agreement comprises the documents specified in the **FA Specific Provisions**.
- 3 Supplier’s obligations**
- 3.1 The Supplier shall offer to supply (standing offer) to the Procuring entity, the Goods, including any Related Services if applicable, described in the Framework Agreement Schedule 1: Schedule of Requirements, for the Term of this Framework Agreement, in accordance with the terms and conditions stipulated in this Framework Agreement.
- 3.2 During the Term of the Framework Agreement, the Supplier shall continue to be eligible and qualified, and the Goods shall continue to be eligible, as per the qualification and eligibility criteria stipulated in the Primary Procurement process and the provisions of sub-paragraphs 3a. to 3c. below The Supplier shall notify the

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Procuring entity immediately, in writing, if it ceases to be qualified and/or ceases to be eligible, or the Goods cease to be eligible.

- 3.3 The Supplier undertakes to supply the Goods under a Call-off Contract. The Goods supplied shall be:
- (a) of the quality, type and as otherwise specified in the Framework Agreement, Schedule 1: Schedule of Requirements,
 - (b) at the Contract Price specified in the Call-off Contract, and
 - (c) in such quantities, at such times and to such locations as specified in the Call-off Contract.
- 3.4 If specified in the **FA Specific Provisions**, at any point during Term of the Framework Agreement should technological advances be introduced by the Supplier for the Goods originally offered by the Supplier in its Tender and still to be delivered, the Supplier shall offer to the Procuring entity(s) of the Call-off Contracts the latest versions of the available Goods having equal or better performance or functionality at no additional cost to the Procuring entity (s).
- 3.5 The Supplier agrees that the Call-off Contract General Conditions of Contract set out in the Framework Agreement, Schedule 4, and Call-off Contract Special Conditions of Contract set out in a Call-off Contract, shall apply to the supply of Goods.

4 Continued Qualification and Eligibility

- 4.1 The Supplier, shall continue to have the nationality of an eligible country as specified in the **FA Specific Provisions**. A Supplier or subcontractor, shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in, and operates in conformity with, the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be.
- 4.2 All Goods and Related Services to be supplied under a Call-off Contract shall continue to have their origin in eligible Countries as specified in the **FA Specific Provisions**. For the purpose of this provision, origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. ineligible Countries, if any, are listed in the **FA Specific Provisions**.

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- 4.3 To continue to be eligible the Supplier shall not have been suspended by ESPPRA. Where the Supplier has been suspended, it will be ineligible for the duration of the period of time as ESPPRA shall have determined.
- 4.4 The Procuring entity may require, during the Term of the Framework Agreement, evidence of the Supplier's continued qualification and eligibility, and the Goods continued eligibility. Failure to provide such evidence, as requested, may result in the Supplier being disqualified from participating in a Secondary Procurement process, and/or being awarded a Call-off Contract, and/or the termination of the Framework Agreement.
- 5 Term**
- 5.1 This Framework Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with the provisions of this Framework Agreement, or the general law, shall continue until the end of the Term specified in the **FA Specific Provisions**.
- 5.2 Where permitted in the **FA Specific Provisions**, the Term may be extended, at the Procuring entity's sole discretion, and where there has been satisfactory performance by the Supplier. To extend the Term, the Procuring entity shall give the Supplier no less than three (3) months' notice, In Writing, prior to the date on which the Framework Agreement would otherwise have expired. The total Term of the Framework Agreement shall be no longer than a total of five (5) years.
- 6 Representative**
- 6.1 The representatives for each party, who shall be the primary point of contact for the other party in relation to matters arising from this Framework Agreement, are specified in the **FA Specific Provisions**. Should the representative be replaced, the party replacing the representative shall promptly inform the other party In Writing of the name and contact details of the new representative. Any representative appointed shall be authorized to make decisions on the day to day operation of the Framework Agreement.
- 7 Role of Lead Procuring entity or Responsible Agency**
- 7.1 Where there is a Lead Procuring entity or Responsible Agency that is a party to the Framework Agreement, their role is to manage and administer the Framework Agreement(s) for use by the participating Procuring entity(s). All communications, including notices, in relation to the Framework Agreement are to be made to the Lead Procuring entity or Responsible Agency. The Lead Procuring entity or Responsible Agency is responsible for all matters pertaining to the Framework Agreement including, for

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example, amendments, suspension and termination of the Framework Agreement. For matters relating to individual Call-off Contracts, all communications, including notices, must be made to the Procuring entity named in the Call-off Contract.

- 7.2 Where no Lead Procuring entity or Responsible Agency has been appointed, the named Procuring entity is responsible for managing and administering the Framework Agreement and the provisions in **FAGC 6.1** above, in relation to communications and notices etc., apply to the Procuring entity.
- 8 Contract Price** 8.1 The Contract Price for each Call-off Contract, shall be determined as specified in the **FA Specific Provisions**.
- 9 Performance Security** 9.1 The Procuring entity may require a Performance Security from the Supplier in relation to the performance of a specific Call-off Contract. In this event, the Supplier shall comply with the relevant provisions relating to Performance Security contained in the Call-off Contract Special Conditions of Contract.
- 10 Language** 10.1 This Framework Agreement, and any Call-off Contract, as well as all correspondence and documents relating to this Framework Agreement, and any Call-off Contract, exchanged by the Procuring entity and Supplier, shall be written in the language specified in the **FA Specific Provisions**. Supporting documents and printed literature that are part of this Framework Agreement, and any Call-off Contract, may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of this Framework Agreement, and any Call-off Contract, this translation shall govern.
- 10.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
- 11 Notices** 11.1 Any notice given by one party to the other pursuant to this Framework Agreement shall be In Writing to the address specified in the **FA Specific Provisions**. A notice shall be effective when delivered, or on the notice's effective date, whichever is later.
- 12 Fraud and Corruption** 12.1 The Procuring entity requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Primary or Secondary Procurement process or execution of a Call-off Contract. The information disclosed must include at least the name and address of

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the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

- | | |
|---|---|
| 13 Records, inspections and audit | 13.1 The Supplier shall keep, and shall make all reasonable efforts to cause its subcontractor(s), if any, to keep, accurate and systematic accounts and records in respect of this Framework Agreement, the Goods, and any Call-off Contract, in such form and details as will clearly identify relevant time changes and costs. |
| 14 Confidential Information | <p>14.1 The Procuring entity and the Supplier shall keep confidential and shall not, without the consent In Writing from the other, divulge to any third party any documents, data, or other information furnished directly or indirectly by either party in connection with the Framework Agreement.</p> <p>14.2 The obligation of a party under FAGC 14.1 above, shall not apply to information that:</p> <ul style="list-style-type: none"> (a) the Procuring entity or Supplier need to share with the ESPPRA or other institution(s) participating in the financing of a Call-off Contract (b) now, or in future, enters the public domain through no fault of that party (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality. |
| 15 Governing Law | 15.1 This Framework Agreement, and any Call-off Contract, shall be governed by, and interpreted in accordance with, the laws of the Procuring entity's country, unless otherwise specified in the FA Specific Provisions , or the Special Conditions of Contract as set out in any Call-off Contract. |
| 16 Change to the Framework Agreement | 16.1 Any change to this Framework Agreement, including an extension of the Term, must be In Writing and signed by both Parties. A change can be made at any time after this Framework Agreement has been signed by both Parties, and before it expires. |
| 17 Termination of the | 17.1 The Procuring entity, without prejudice to any other remedy for breach of the Framework Agreement, may terminate this |

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Framework Agreement	<p>Framework Agreement immediately, by notice In Writing to the Supplier, if:</p> <p>(a) in the judgement of the Procuring entity, the Supplier has engaged in Fraud and Corruption, or</p> <p>(b) during the Term of the Framework Agreement, the Supplier ceases to be qualified or eligible as per FAGC 4. or</p> <p>(c) the Supplier purports to assign, or otherwise transfer or dispose of this Framework Agreement, in whole, or in part, without the prior written consent of the Procuring entity, or</p> <p>(d) the Supplier becomes bankrupt or otherwise insolvent.</p> <p>17.2 The Procuring entity may terminate this Framework Agreement, in whole or in part, by notice In Writing sent to the Supplier, at any time, for its convenience. The notice of termination shall specify that the termination is for the Procuring entity's convenience, the extent to which the performance of the supplier under the Framework Agreement is terminated, and the date upon which such termination becomes effective.</p>
18 Consequence of expiry or termination	<p>18.1 Upon expiry, or earlier termination of this Framework Agreement, all Call-off Contracts entered into under this Framework Agreement shall continue in full force and effect unless otherwise terminated under the Call-off Contract General or Specific Conditions of Contract. However, no further Call off Contracts shall be awarded once the Framework Agreement is terminated.</p>
19 Dispute resolution in relation to this Framework Agreement	<p>19.1 In the case of a dispute arising out of, or in connection with this Framework Agreement, the Parties shall, in good faith, make every reasonable effort to communicate and cooperate with each other with a view to amicably resolving the dispute.</p> <p>19.2 Where parties have exhausted the process described in FAGC 19.1, the parties may, by mutual agreement, nominate and refer the dispute to an adjudicator/mediator to assist in the resolution of the dispute. Parties will meet their own costs associated with such a referral, and split the costs of the adjudicator/mediator. In appointing the adjudicator/mediator parties should agree whether or not the adjudicator's/mediator's decision is to be final and binding.</p>
20 Dispute resolution in relation to	<p>20.1 The Procuring entity and the Supplier for a Call-off Contract shall make every effort to resolve amicably by direct informal</p>

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**Call-off
Contracts**

negotiation any disagreement or dispute arising between them under or in connection with the Contract.

- 20.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this provision shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **FA Specific Provisions**.
- 20.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Procuring entity shall pay the Supplier any monies due the Supplier.

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Section B: Framework Agreement Specific Conditions

The following Framework Agreement Specific Conditions (FASC) shall supplement and/or amend the Framework Agreement General Conditions (FAGC). Whenever there is a conflict between the FAGC and FASC, the provisions of the FASC shall prevail.

[This section is to be completed by the Purchasing agency as per the instructions provided in italicized text. The italicized text should be deleted from the final document.]

Framework Agreement General Provision	Description
FAGC 1.1 (i) Goods	This Framework Agreement relates to the purchase and supply, under a separate Call-off Contract, of <i>[insert short title that describes the type of Goods, and any Related Services]</i> . The Goods, and Related Services, are more fully described in Schedule 1: Schedule of Requirements including, where applicable: list of Goods, list of Related Services, Technical Specifications, Drawings and Inspections and Tests.
FAGC 1.1 (l), (m) & (s) Single/Multi-User	This is a Single-User Framework Agreement
FAGC 1.1 (o) Procuring entity' Country	The Procuring entity's Country is: Kingdom of Eswatini
FAGC 2.2 Framework Agreement Documents	This Framework Agreement comprises the following documents.: a. Framework Agreement, including all Sections and Schedules, b. Notice of Conclusion of a Framework Agreement, and c. Letter of Bid (from Primary Procurement process)
FAGC 4. Eligibility	At the present time, firms, Goods, Works, and Services from the following countries are excluded from this Framework Agreement as being ineligible. <i>[[insert a list of the countries following approval by ESPPRA to apply the restriction or state "none"].]</i>

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FAGC 5.1 Term	The Term of this Framework Agreement is 1 year from the Commencement Date.
FAGC 5.2 Term extension(s)	The initial term may be extended by a maximum of two additional years.
FAGC 6.1 Representatives	<p><u>Procuring entity’s Representatives</u></p> <p>The name and contact details of the Procuring entity’s Representative under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are:</p> <p>Name: Hlengiwe Bhembe</p> <p>Title/position: Procurement Manager</p> <p>Address: 5th floor Engungwini building Mbabane</p> <p>Phone: 2409 5146</p> <p>E-mail: HlengiweB@swazibank.co.sz</p>
FAGC 6.1 Representatives	<p><u>Supplier’s Representatives</u></p> <p>The name and contact details of the Supplier’s Representative, for the purposes of this Framework Agreement, and the address for notices in relation to this Framework Agreement are:</p> <p>Name:</p> <p>Title/position:</p> <p>Address:</p> <p>Phone:</p> <p>Mobile:</p> <p>E-mail:</p>
FAGC 8.1 Contract Price	The Contract Price that will apply to the purchase of Goods under a Call-off Contract shall be: <i>[modify as appropriate]</i>

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	<p>For Direct Selection:</p> <p>the Base Price stipulated in the Framework Agreement, Schedule 2, subject to provisions below.</p> <p>or</p> <p>For Mini-competition:</p> <p>the successful competitive quotation subject to the provisions below.</p> <p>And any additional price for inland transportation and other services not included in the Base Price required in the Procuring entity's Country to convey the Goods to their final destination specified in RFQ.</p>
<p>FAGC 8.1</p> <p>Contract Price</p>	<p>Adjustments to the Base Price</p> <p>“The Base Price offered by the Supplier, as stipulated in the FA, shall apply to all Call-off Contracts awarded during the Term of the FA. The Base Price shall not be subject to any price adjustment during a Secondary Procurement, and/or an award of a Call-off Contract.”</p>
<p>FAGC 3.1 & 8.1</p> <p>Contract Price</p>	<p>if after the date of 28 days prior to date of Tender submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Procuring entity's Country where the Project Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Period and/or the Base Price, then such Delivery Period and/or Base Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Framework Agreement. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with FAGC 8.1.</p>
<p>FAGC 10.1</p> <p>Language</p>	<p>The language of this Framework Agreement, and any Call-off Contract is English</p>
<p>FAGC 20.2</p> <p>Dispute Resolution in relation to Call-off Contract.</p>	<p>The rules of procedure for arbitration proceedings shall be as follows:</p> <p><i>For Contracts with a national Supplier of the Procuring entity's Country:</i></p> <p>“In the case of a dispute between the Procuring entity and a Supplier who is a national of the Procuring entity's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Procuring entity's Country.”</p>

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	The place of arbitration will be Mbabane, Eswatini
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Section IX. Contract Forms

Table of Forms

1. Framework Agreement	85
Date: 88	

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Standard Tender Document for Framework Agreement



1. Framework Agreement

[The successful Tenderer shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT is made

the *[insert: **number**]* day of *[insert: **month**], [insert: **year**]*.

BETWEEN

- (1) *[insert complete name of Procuring Entity], a [insert description of type of legal entity, for example, an agency of the Ministry of of the Government of { insert name of Country of Procuring Entity }, or corporation incorporated under the laws of { insert name of Country of Procuring Entity }] [procuring on its own behalf only] [procuring on behalf of other procuring entities attached with this agreement] and having its principal place of business at [insert address of Procuring Entity] (hereinafter called “the Procuring Entity”), and*
- (2) *[insert name of Tenderer], a corporation incorporated under the laws of [insert: country of Tenderer] and having its principal place of business at [insert: address of Tenderer] (hereinafter called “the Tenderer”).*

WHEREAS the Procuring Entity invited Tenders for certain Goods and ancillary services, viz., *[insert brief description of Goods, Works and Services]* and the Tenderer has agreed to conclude a Framework Agreement at the *[Unit rates][volume of supply][lump-sum amount]* for the supply of those Goods, Works and Services as attached with this agreement (hereinafter called “the Contract Price rate”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Framework Agreement referred to.
2. The following documents shall constitute the Agreement between the Procuring Entity and the Tenderer, and each shall be read and construed as an integral part of the Agreement:
 - (a) This Framework Agreement
 - (b) Special Conditions of Framework Agreement
 - (c) General Conditions of Framework Agreement
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) The Tenderer’s Tender and original Price Schedules
 - (f) The Procuring Entity’s Notification of Award of Framework Agreement
 - (g) *[Add here any other document(s)]*

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3. This Agreement shall prevail over all other Agreement documents. In the event of any discrepancy or inconsistency within the Agreement documents, then the documents shall prevail in the order listed above.
 4. In consideration of the payments to be made by the Procuring Entity to the Tenderer as hereinafter mentioned, the Tenderer hereby covenants with the Procuring Entity to provide the Goods, Works and Services and to remedy defects therein in conformity in all respects with the provisions of the Agreement and will be based on actual call-off orders issued by the Procuring Entities which are party of the Framework Agreement.
 5. The Procuring Entity hereby covenants to pay the Tenderer in consideration of the provision of the Goods, Works and Services and the remedying of defects therein, the Framework Agreement Price or such other sum as may become payable after mini-competition under the provisions of the Framework Agreement at the times and in the manner prescribed by the Agreement based on the specific call-off orders issued by the Procuring Entity.

[Insert the following only when mini-competition is conducted]

6. Subject

- 6.1 The subject of this Framework Agreement is to agree to the rules for establishing subsidiary Contracts or call-off orders, which will be carried out through a mini-competition process only between the Tenderers party to the Framework Agreement.
- 6.2 This Framework Agreement itself is not a Contract but it sets out the terms and conditions for subsidiary Contracts or call-off orders.
- 6.3 The Tenderer is only one of the parties of the Framework Agreement.
- 6.4 Other parties of the Framework Agreement are determined at the bottom of this agreement.

7. Obligations

- 7.1 The Procuring Entity, hereby, confirms that it will issue to the Tenderer the “Invitation to Quote” (ITQ) whenever the needs for supply appear.
- 7.2 The Tenderer, on the other hand, agrees to become one of the parties of the public Framework Agreement and to submit an offer whenever requested by the Procuring Entity.

8. Subsidiary Contracts or Call-off Orders

- 8.1 The subsidiary Contracts or Call-off Orders will be awarded only through a mini-competition process.

9. Mini-competition process

- 9.1 The mini-competition process will be carried out between all the parties of the Framework Agreement whenever the needs for supply appear to the Procuring Entity.
- 9.2 The Procuring Entity shall re-open the competition on the basis of the same or, if necessary, more precisely formulated terms of the Tender Document.

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Standard Tender Document for Framework Agreement



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- 9.3 Whenever the needs for supply appear the Procuring Entity shall prepare the Invitation to Quote (ITQ) and shall issue the ITQ to all parties of the Framework Agreement. The evaluation of the subsidiary Contract or call-off order will be based on the criteria emphasized in the ITQ.
- 9.4 Each subsidiary Contract or call-off order shall be subject to the publication of the Framework Agreement Award Notice, the agreement signing requirements and subject to rules governing the filing complaints as per Public Procurement Law of Eswatini..

IN WITNESS whereof the parties hereto have caused this Framework Agreement to be executed in accordance with the laws of *Eswatini* on the day, month and year indicated above.

For and on behalf of the Procuring Entity

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Tenderer

Signed: *[insert signature of authorized representative(s) of the Tenderer]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

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BANK GUARANTEE FOR ADVANCE PAYMENT

[Bank :S Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of Employer]

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that [name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. [reference number of the contract] dated with you, for the execution of [name of contract and brief description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum [amount in figures] () [amount in words] is to be made against an advance payment guarantee.

At the request of the Contractor, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] () [amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above shall have been received by the Contractor on its account number _____ at [name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon ours. receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the _ day of 2 __, whichever is earlier. Consequently, any demand for payment under this guarantee shall be received by us at this office on or before that date.

Yours truly,

Signature and seal:

Name of Bank/Financial Institution:

Address:

Date:

Disclaimer

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Standard Tender Document for Framework Agreement

