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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 <b>Eswatini Bank</b>
ITT 1.1	The name and identification number of the Tender are <b>Supply of office and pre-printed stationery - RFTFIN/06/2024</b> 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 <b>its own behalf from Multiple Tenderers</b> . Accordingly call-off orders will be placed following direct selection to the successful tenders.
ITT 1.5	Type of the framework agreement shall be <b>unit price</b>
ITT 1.9	Place of delivery is <b>Engungwini building Gwamile street Mbabane</b>
ITT 1.10	INCOTERM of delivery condition shall be is <b>DPP</b>
ITT 1.11	Delivery shall <b>ONLY</b> 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 <b>12</b> month with effect from the effective date .
ITT 1.2	Supply of office and pre-printed stationery



<b>ITT 4.5</b>	A list of firms debarred from participating in Public Procurement is available at <a href="https://esppra.co.sz/sppra/suspended.php">https://esppra.co.sz/sppra/suspended.php</a>
<b>ITT 5.5</b>	Manufacturer's authorization is not required.
	<b>B. Contents of Tender Documents</b>
<b>ITT 7.1</b>	For <b>Clarification of Tender purposes</b> only, the Procuring Entity's address is: The Secretary of the Tender Committee Eswatini Bank Engungwini building Gwamile street Mbabane Email: <a href="mailto:tenders@swazibank.co.sz">tenders@swazibank.co.sz</a>  The Procuring Entity will respond to any request for clarification provided that such request is received no later than 21 March 2025.
	<b>C. Preparation of Tenders</b>
<b>ITT 11.1 (f)</b>	The Tenderer shall submit the following additional documents in its Tender: <ul style="list-style-type: none"> <li>• Brochures of office stationery</li> </ul>
<b>ITT 14.7</b>	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.
<b>ITT 16.3</b>	Period of time the Goods are expected to be functioning (for the purpose of spare parts) 12 months
<b>ITT 18.1</b>	The Tender validity period shall be <b>90 days</b> from the date of Tender opening.
<b>ITT 19.1</b>	A Tender Securing Declaration <i>shall</i> be required.
<b>ITT 19.2(f)</b>	Tender Securing Declaration shall be valid until <b>17 July 2025</b> .
<b>ITT 20.1</b>	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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	<b>D. Submission and Opening of Tenders</b>
<b>ITT 22.1</b>	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
<b>ITT 25.1</b>	The Tender opening shall take place at: Eswatini Bank Engungwini building. Gwamile street Mbabane Date: 4 April 2025 Time (Pretoria time): 10 am
	<b>E. Evaluation and Comparison of Tenders</b>
<b>ITT 32.3(d)</b>	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
<b>ITT 32.5</b>	Tenderers shall be allowed to quote separate prices for one or more lots.
	<b>F. Award of Framework Agreement</b>
<b>ITT 37.1</b>	Not applicable as award is on unit price
	<b>Procurement Related Complaints and Administrative Review</b>

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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:

- evaluate individual lots to determine the substantially responsive Tenders and corresponding evaluated costs;
- for each lot, rank the substantially responsive Tenders starting from the lowest evaluated cost for the lot;
- 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
- determine contract award based on the lots that offer the tender offers each of which has the lowest evaluated cost to the Procuring Entity.
- 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

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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

<b>TENDERER IDENTIFICATION</b>	
<b>COMPANY NAME</b>	
<b>FULL ADDRESS</b>	
<b>REPRESENTED BY:</b>	
<b>NAME</b>	
<b>POSITION</b>	
<b>SIGNATURE</b>	
<b>DATE</b>	
<b>STAMP</b>	

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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**

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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	
	<b>total</b>			
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	
	<b>total</b>			
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	
	<b>total</b>			
<b>Lot 4</b>	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	
	<b>total</b>			
<b>Lot 5</b>	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	
	<b>total</b>			
<b>Lot 6</b>	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	
	<b>total</b>			
<b>Lot 7</b>	A3 storage boxes 25s	Box	1	
	Storage boxes- A4 (25s)	Box	1	
	Desk trays- plastic 3 tiers	Each	1	
	<b>total</b>			
<b>Lot 8</b>	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	
	<b>Total</b>			
<b>Lot 9</b>	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	
	<b>Total</b>			
<b>Lot 10</b>	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	
	<b>Total</b>			

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	
	<b>Total</b>			
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	
	<b>Total</b>			
Lot 3	Money note tags- RANDES /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	
	<b>Total</b>			
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	
	<b>Total</b>			
Lot 5	Time sheets 50 pages	Each	1	
	Customer comments books (A2) (50 pages)	Each	1	
	<b>Total</b>			



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

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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## PART 2 – Supply Requirements

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## Section VI. Schedule of Requirements

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## 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
<b>Agent Record Books 150 Pages A4</b>	<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>
<b>BOP Forms (8 PAGES)</b>	<p>printed in one colour red back-to-back on Bond 80gms paper, folded and saddle stitched to A4 size</p> <p><b>Packed 50 forms per pack</b></p>
<b>2 PANEL BROCHURE</b>	<p>Printed in full colour back-to-back on Dukuza Matt 170gms paper and folded to size.</p> <p><b>Open file 220 x 210mm</b> <b>Closed file 220 x 105mm</b></p>
<b>3 PANEL BROCHURE</b>	<p>Printed in full colour back-to-back on Dukuza Matt 170gms paper and folded to size</p>
<b>A5 Sheets</b>	<p>500 sheets per ream (5 reams per box)</p>
<b>Board Register Books</b>	<p>Inside - printed in <b>full colour</b> 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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<b>Business Cards</b>	Printed in <b>full colour</b> back-to-back on Ivory Offset Smooth Board 280gms paper,  Finishing: collated and trimmed to size.
<b>Cash Combination 100 pages</b>	Inside - printed in duplicate <b>full colour</b> on NCR paper 60gms.  The slips are padded with <b>NCR GLUE</b> in bundles with each bundle containing 100 sheets (100 slips)
<b>Cash Deposit Books Triplicate and Self Carbonised [50 Pages each colour]</b>	<b>Inside</b> - printed in <b>full colour</b> , one side on NCR Paper 60gms  <b>Cover</b> - printed in <b>full colour</b> on Mondiliner 235gms paper  <b>Finishing</b> - The books are perforated once downwards and bound.
<b>Cash Deposit Slips Duplicate and Self Carbonised - 500pages</b>	Inside printed and padded with <b>NCR GLUE</b> in duplicate <b>full colour</b> back-to-back on NCR paper.  Each bundle has 500 sheets (250 slips).
<b>Cash Withdrawals Duplicate and self Carbonised 500pages</b>	Inside printed and padded with <b>NCR GLUE</b> in duplicate <b>full colour</b> back-to-back on NCR paper.  Each bundle has 500 sheets (250 slips).
<b>DL Envelopes with Logo Window</b>	printed in <b>full colour on</b> one side.  <b>packed 500 envelopes per box</b>
<b>DL Envelopes with Logo Non - Window Simplistik</b>	printed in <b>full colour on</b> one side.  <b>packed 500 envelopes per box</b>
<b>Internal Debits - 500pages</b>	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.
<b>INTERNAL MAIL ENVELOPES PRINTED</b>	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
<b>Teller Payment Books Duplicate and Self Carbonised - 50 pages per colour</b>	<b>Inside</b> - Printed in full colour duplicate 2 to view on NCR paper  <b>Cover</b> - Printed in on Mondiliner 225gms.  <b>Finishing</b> - The books are numbered, perforated and quarter bound.
<b>Teller Receipt Books Duplicate and Self Carbonised - 50 pages per colour</b>	<b>Inside</b> - Printed in full colour duplicate 2 to view on NCR paper  <b>Cover</b> - Printed in full colour on Mondiliner 225gms.  <b>Finishing</b> - The books are numbered, perforated and bound
<b>Time Sheets 50pages</b>	printed in one colour back-to-back side on bond 80gms paper and bound.
<b>Customer Comments Book triplicate and self Carbonised (25 pages per book)</b>	<b>Inside:</b> Printed in full colour one side only 3 to view on NCR paper triplicate.  <b>Cover:</b> Printed in full colour front only on mondiliner 235gms paper.  <b>Finishing:</b> The books are numbered, perforated and quater bound.

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<b>ATM TILL ROLLS</b>	printed in full colour  <b>5300 receipts per roll</b>
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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](mailto: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

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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.]*

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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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### Standard Tender Document for Framework Agreement

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

- |   |   |
|---|---|
| <b>13 Records, inspections and audit</b>    | 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.   |
| <b>14 Confidential Information</b>          | <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 <b>FAGC 14.1</b> above, shall not apply to information that:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(b) now, or in future, enters the public domain through no fault of that party</li> <li>(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</li> <li>(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.</li> </ul> |
| <b>15 Governing Law</b>                     | 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 <b>FA Specific Provisions</b> , or the Special Conditions of Contract as set out in any Call-off Contract.  |
| <b>16 Change to the Framework Agreement</b> | 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.   |
| <b>17 Termination of the</b>                | 17.1 The Procuring entity, without prejudice to any other remedy for breach of the Framework Agreement, may terminate this  |

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<b>Framework Agreement</b>	<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 <b>FAGC 4</b>. 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>
<b>18 Consequence of expiry or termination</b>	<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>
<b>19 Dispute resolution in relation to this Framework Agreement</b>	<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 <b>FAGC 19.1</b>, 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>
<b>20 Dispute resolution in relation to</b>	<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
<b>FAGC 1.1 (i) Goods</b>	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.
<b>FAGC 1.1 (l), (m) &amp; (s) Single/Multi-User</b>	This is a Single-User Framework Agreement
<b>FAGC 1.1 (o) Procuring entity' Country</b>	The Procuring entity's Country is: Kingdom of Eswatini
<b>FAGC 2.2 Framework Agreement Documents</b>	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. <b>Letter of Bid (from Primary Procurement process)</b>
<b>FAGC 4. Eligibility</b>	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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<b>FAGC 5.1 Term</b>	The Term of this Framework Agreement is 1 year from the Commencement Date.
<b>FAGC 5.2 Term extension(s)</b>	The initial term may be extended by a maximum of two additional years.
<b>FAGC 6.1 Representatives</b>	<p><b><u>Procuring entity’s Representatives</u></b></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  Title/position: Procurement Manager  Address: 5<sup>th</sup> floor Engungwini building Mbabane  Phone: 2409 5146  E-mail: <a href="mailto:HlengiweB@swazibank.co.sz">HlengiweB@swazibank.co.sz</a></p>
<b>FAGC 6.1 Representatives</b>	<p><b><u>Supplier’s Representatives</u></b></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:  Title/position:  Address:  Phone:  Mobile:  E-mail:</p>
<b>FAGC 8.1 Contract Price</b>	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><b>For Direct Selection:</b></p> <p>the Base Price stipulated in the Framework Agreement, Schedule 2, subject to provisions below.</p> <p>or</p> <p><b>For Mini-competition:</b></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><b>FAGC 8.1</b></p> <p><b>Contract Price</b></p>	<p><b>Adjustments to the Base Price</b></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><b>FAGC 3.1 &amp; 8.1</b></p> <p><b>Contract Price</b></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 <b>FAGC 8.1</b>.</p>
<p><b>FAGC 10.1</b></p> <p><b>Language</b></p>	<p>The language of this Framework Agreement, and any Call-off Contract is English</p>
<p><b>FAGC 20.2</b></p> <p><b>Dispute Resolution in relation to Call-off Contract.</b></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 <b>Mbabane, Eswatini</b>
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# Section IX. Contract Forms

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# 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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- 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:**

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