



The Kingdom of Eswatini
Eswatini Development Finance Corporation

Procurement of Office Stationary, Office Furniture and Human Resources Services requirements Through Framework Agreement

Subject of Procurement:	Procurement of Office Stationary, Office Furniture and Human Resources Services requirements Through Framework Agreement.
Procurement Reference Number:	FIN-RFT – 06/2025/2026
Date of Issue:	17 th October 2025
Participation:	International & National

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Invitation to Tenderers

Invitation to Tender Under Open Tendering



Procurement of Office Stationary, Office Furniture and Human Resources Services requirements Through Framework Agreement – FIN-RFT-06/2025/2026

1. The Eswatini Development Finance Corporation, FINCORP, has allocated/received funds from its operating activities to be used for the acquisition of office stationary, furniture and human resources services requirements through framework agreements.
2. The Entity invites sealed Tenders from eligible Tenderers for the provision of the above Goods & services.
3. Tendering will be conducted in accordance with the open insert national or international Tendering method contained in the Public Procurement Act and is open to all Tenderers.
4. Interested eligible Tenderers may obtain further information and inspect the Tender documents at the address given below at 8(a) from **8.00 am to 4.00 pm on calendar working days**.
5. Tenders must be delivered to the address below at 8(c) at **1200hrs** or before **13th November 2025**. [If appropriate, include the following: All Tenders must be accompanied by a Tender securing declaration.]. Tender securities or Tender securing declarations must be valid until **30th January 2026**. 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 **1030hrs on 14th November 2025**.
7. There shall not be a pre – Tender meeting.

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

	Activity	Date
(a)	Publish Tender notice	16 th October 2025
(b)	Pre-Tender meeting where applicable	N/A
(c)	Tender closing date	13 th November 2025
(d)	Evaluation process	<i>(Within 10 working days from Tender closing date)</i>
(e)	Publication and communication of best evaluated Tenderer notice	<i>(Within 5 working days from Entity Tender Board/Relevant Approval's award)</i>
(f)	Contract signature	<i>(After expiry of at least 10 working days from display of the Notice of Tender Results).</i>

Signature:

Name: Sikolemaswati Ntshalintshali

Position of Authorized Official: Tender Chairperson Committee

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PART 1 – Tender Procedures

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Section I. Instructions to Tenderers

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Section I. Instructions to Tenderers

A. General

1 Scope of Tender

- 1.1 FINCORP indicated in the Tender Data Sheet (TDS), issues these Tender Documents for the supply of Goods, Works and Services as specified in Section VI, Schedule of Requirements. The name and identification number of this Open Tender procurement through Framework Agreements are specified in the TDS. The name, identification, and number of lots that are provided in the TDS.
- 1.2 Throughout these Tender Documents:
 - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex, communication through e-Procurement system, whichever indicated in the Tender Data Sheet (TDS)) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa;
 - (c) “day” means Working day;
 - (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 FINCORP. 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 object of the framework agreement is to settle the terms governing the delivery of the Goods, Works and Services **specified in the TDS**.
- 1.4 FINCORP’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**.
- 1.5 The Classification of items as per United Nations Standard Products and Services Code (UNSPSC) is **specified in the TDS**.

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- 1.6 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.
- 1.7 Type of the framework agreement as **specified in the TDS**.
- 1.8 The quantities estimated are only indicative quantities and do NOT compel FINCORP to buy any of them. FINCORP may at its own discretion purchase fewer or more quantities than the estimated quantities per item.
- 1.9 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 FINCORP decides to purchase fewer or more quantities than the indicative ones and/or in case FINCORP decides NOT to purchase ANY of these quantities for some items.
- 1.10 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.
- 1.11 Place for delivery of Goods and Related Services shall be as **specified in the TDS**.
- 1.12 INCOTERM of delivery condition shall be as **specified in the TDS**.
- 1.13 Time limits for start and/or completion of the Contract shall be as **specified in the TDS**.
- 1.14 Unless otherwise **specified in the TDS**, FINCORP has established all Terms of the Agreement. Refer to Part B, Section IV, of this Tender document for the Draft Framework Agreement.

2 Source of Funds

- 2.1 FINCORP has applied for or received financing (hereinafter called “funds”) from its operating activities toward the cost of the project, programme or activity. FINCORP 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.

3 Fraud and Corruption

- 3.1 Government requires that Procuring Entities (including beneficiaries of the funds), as well as Tenderers, Tenderers, Contractors, and consultants under Government-financed Contracts, observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuit of this policy, Government:
 - (a) 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 FINCORP, 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) will reject a proposal 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) will sanction a firm or individual, including suspending or barring a Tenderer or Tenderer in accordance with Sections fifty-five (55), *fifty-six (56)*, *fifty-seven (57)* of the Public Procurement Act of 2011 and in accordance with Regulations 16, 17, and 18 of the Public Procurement Regulations of 2020. A Tenderer or Tenderer aggrieved by such a decision may appeal in accordance with Section *fifty-seven (57)* of the Public Procurement Act of 2011; and
- (d) will have the right to require that a provision be included in Tender Documents and in Contracts financed by Government, requiring Tenderers, Tenderers, Contractors and consultants to permit Government to inspect their accounts and records and other documents relating to the Tender submission and Contract performance and to have them audited by auditors appointed by Government.

4 Eligible Tenderers

- 4.1 A Tenderer, and all parties constituting the Tenderer, may have the nationality of any country, subject to the restrictions specified in Section V, 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 or Tenderers for any part of the Contract including Related Services.
- 4.2 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) are associated with a firm which has been engaged by FINCORP to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Tender Documents; or
 - (b) submit more than one Tender in this Tender process, except for alternative offers permitted under ITT Clause 13. However, this does not limit the participation of subcontractors in more than one Tender;
- 4.3 A Tenderer that is under a declaration of ineligibility by ESPPRA in accordance with ITT Clause 3, at the date of Contract award, shall be disqualified. The list of debarred firms is available at the electronic address **specified in the TDS**.
- 4.4 A statutory corporation or body or company in which Government has a majority or controlling interest shall be eligible only if they meet the provisions of Section 92 of the Public Procurement Regulations 2020. To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its documents establishing the entity) sufficient to demonstrate that it meets the provisions of Section 92 of the Public Procurement Regulations 2020.
- 4.5 Tenderers shall provide such evidence of their continued eligibility satisfactory to FINCORP, as FINCORP shall reasonably request.

5 Eligible Goods, Works and Services

- 5.1 All the Goods, Works and Services to be supplied under the Contract and financed by Government may have their origin in any country in accordance with Section V, Eligible Countries.
- 5.2 For purposes of this Clause, the term “Goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “Related Services” includes services such as insurance, installation, training, and initial maintenance.
- 5.3 “Services” means any object of procurement other than Goods, which involve the furnishing of labour, time or effort,

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- 5.4 The term “origin” means the country where the goods have been mined, grown, 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.

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

- 6.2 The Invitation for Tenders issued by FINCORP is not part of the Tender Documents. FINCORP is not responsible for the completeness of the Tender Documents and their addendum, if they were not obtained directly from FINCORP.
- 6.3 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Documents. Failure to furnish all information or documentation required by the Tender Documents may result in the rejection of the Tender.

7 Clarification of Tender Documents

- 7.1 A prospective Tenderer requiring any clarification of the Tender Documents shall contact FINCORP in writing at FINCORP’s address **specified in the TDS**. FINCORP 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. FINCORP shall forward copies of its response to all those who have acquired the Tender Documents directly from it, including a description of the inquiry but without identifying its source. Should FINCORP deem it necessary to amend the Tender Documents as a result of a 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, FINCORP may amend the Tender Documents by issuing addendum.

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- 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 FINCORP.
- 8.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, FINCORP may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT Sub-Clause 22.2

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 FINCORP 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 Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and FINCORP, shall be written in **English**. 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 the language **specified in the TDS**, 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

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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.

- 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 Emalangen, 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 being 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 FINCORP.
- 16.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by FINCORP 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 FINCORP'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 FINCORP'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

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- 18.1 Tenders shall remain valid for the period **specified in the TDS** after the Tender submission deadline date prescribed by FINCORP. A Tender valid for a shorter period shall be rejected by FINCORP as no-responsive.
- 18.2 In exceptional circumstances, prior to the expiration of the Tender validity period, FINCORP 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.

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 FINCORP prior to Tender submission;
 - (d) be payable promptly upon written demand by FINCORP in case the conditions listed in ITT Clause 19.5 are invoked;
 - (e) be submitted in its original form; copies will not be accepted;
 - (f) remain valid for a period of 28 days beyond the validity period of the Tenders, as extended, if applicable, in accordance with ITT Clause 18.2.
- 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 FINCORP 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

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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. In case of electronic Tender, Tender submitted by the Tenderer using e-Procurement system and available in the e-Procurement System will be treated as the “ORIGINAL”, and any print copy or snapshot taken, as seen and available in different document formats in the e-Procurement system for the purpose of reference and evaluation by FINCORP and its assigned persons will be treated as the “COPY”

- 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.
- 20.3 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.
- 20.4 In case of e-Procurement all documents will be available in electronic format accepted by the system, and will be electronically signed by the authorized person on behalf of the Tenderer using the technology provision available in the e-Procurement system.

D. Submission and Opening of Tenders

21 Submission, Sealing and Marking of Tenders

21.1 Tenderers submit their Tenders as **specified in the TDS.**

- (a) Tenderers submitting Tenders by mail or by hand, shall enclose the original and each copy of the Tender, including alternative Tenders, if permitted in accordance with ITT Clause 13, 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 envelope. The rest of the procedure shall be in accordance with ITT sub-Clauses 20.2 and 20.3.
- (b) Tenderers submitting Tenders electronically shall follow the e-Procurement system Tender submission procedures.

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 FINCORP 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, FINCORP will assume no responsibility for the misplacement or premature opening of the Tender. For Tender submissions on the e-Procurement System, no Tenders shall be allowed until all documents are properly signed using e-Signature as provisioned in the e-Procurement system.

22 Deadline for Submission of Tenders

- 22.1 Tenders must be received by FINCORP at the address and no later than the date and time specified in the TDS.
- 22.2 FINCORP 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 FINCORP and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

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23 Late Tenders

- 23.1 FINCORP shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT Clause 22. Any Tender received by FINCORP after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer. In case of e-Procurement system, it does not allow to submit Tenders after the deadline for submission.

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:
- (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 FINCORP 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 FINCORP 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 “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice Contains a valid authorization to request the substitution and is read out at Tender opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice Contains a valid authorization to request the modification and is read out at 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 FINCORP 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.

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- 25.4 FINCORP 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.
- 26.2 Any effort by a Tenderer to influence FINCORP 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 FINCORP 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, FINCORP 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 FINCORP shall not be considered. FINCORP'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 FINCORP 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 Responsiveness of Tenders

- 28.1 FINCORP's determination of a Tender's responsiveness is to be based on the contents of the Tender itself.
- 28.2 A substantially 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, FINCORP'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 responsive to the Tender Documents, it shall be rejected by FINCORP and may not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation, or omission.

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29 Non-conformities, Errors, and Omissions

- 29.1 Provided that a Tender is substantially responsive, FINCORP 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, FINCORP 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, FINCORP shall correct arithmetical errors on the following basis:
- (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 FINCORP 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

- 30.1 FINCORP shall examine the 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.
- 30.2 FINCORP 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 FINCORP 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 FINCORP 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, FINCORP determines that the Tender is not substantially responsive in accordance with ITT Clause 28, it shall reject the Tender.

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32 Evaluation of Tenders

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

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F. Award of Framework Agreement

36 Award Criteria

- 36.1 FINCORP 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 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, FINCORP 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, FINCORP 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, FINCORP 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, FINCORP 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 FINCORP.

40 Performance Security

- 40.1 Within twenty-eight (28) days of the receipt of notification of award from FINCORP, 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 FINCORP before issuing call-off order. Form included in Section IX Contract forms, or another Form acceptable to FINCORP. FINCORP 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 FINCORP may award the call-off order to the next best-evaluated Tenderer, whose offer is substantially responsive and is determined by FINCORP to be qualified to perform the agreement satisfactorily.

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41 Procurement Related Complaints and Administrative Review

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

42. Margin of Preference

42.1 Unless otherwise specified in the TDS, a margin of preference shall apply. Where a Margin of Preference applies, its application and detail shall be specified in Section 3, Evaluation Methodology and Criteria.

42.2 For the purpose of granting a margin of domestic preference, Tenders will be classified in two groups, as follows:

- (a) Group A: Swati Company participating alone in the tender *[In accordance with Regulation 12(2) of the Procurement Regulations, 2020]*
- (b) Group B: Foreign Company sub-contracting or partnering with Swati company *[In accordance with Regulation 12(5) of the Procurement Regulations, 2020]*

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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: FINCORP, Eswatini Development Finance Corporation.
ITT 1.1	The name and identification number of the Tender are: Procurement of Goods and Human Resources Services Requirements Through Framework Agreement. The number, identification and names of the lots comprising this Tender are: FIN-RFT – 06/2025/2026
ITT 1.2 (a)	The term “in writing” means communicated in written form: By email
ITT 1.3	The object of the framework agreement is to settle the terms governing the delivery of the following goods, works & services: Goods: • Office Stationary – Lot 1 • Office Furniture – Lot 2 • Gym equipment, including maintenance and training services – Lot 3 Services: • Road and air transport services – Lot 4 • Catering services – Lot 5 • Event decoration services – Lot 6 • Wellness trainings programs – Lot 7 • Venue and conference Hire – Lot 8 • Accommodations services – Lot 9
ITT 1.4	FINCORP is procuring on its own behalf , from multiple Tenderers . Accordingly call-off orders will be placed following a Mini-competition using quotation method between the Tenderers of the framework agreement.
ITT 1.5	Classification of the items as per United Nations Standard Products and Services Code (UNSPSC) is: N/A

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ITT 1.7	Type of the framework agreement shall be: Unit Price Framework Agreement.
ITT 1.11	Place of delivery is: FINCORP Head Office 2 nd Floor, Intfutfuko Building Corner of Gwamile & Dabede Streets P. O. BOX 6099, Mbabane
ITT 1.12	INCOTERM of delivery condition shall be: N/A
ITT 1.13	Delivery shall ONLY take place following the issuance of “call-off orders” to be issued by FINCORP during the duration of this framework agreement. The Framework agreement has duration of 24 months with effect from the date 17th November 2025 .
ITT 1.14	All Tenderers becoming parties of the Framework Agreement will initially sign the Draft Framework Agreement, see Section IX of Part B of this Tender Document, and after the mini-competition, which will be held between the parties of the Framework Agreement the Contract conditions which will prevail are, refer to Section VII-IX of Part 3
ITT 4.3	A list of firms debarred from participating in Public Procurement is available at https://esppra.co.sz/sppra/suspended.php
	B. Contents of Tender Documents
ITT 7.1	For <u>Clarification of Tender purposes</u> only, FINCORP’s address is: Attention: The Procurement Officer Address: FINCORP Head Office 2 nd Floor, Intfutfuko Building Corner of Gwamile & Dabede Streets P. O. BOX 6099, City: Mbabane Telephone: +268 2409 2000 Electronic mail address: tenders@fincorp.co.sz
	C. Preparation of Tenders
ITT 11.1 (f)	The Tenderer shall submit the following additional documents in its Tender:

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	• A detailed company profile. • Three (3) traceable reference letters, each signed by an authorized representative and dated within the last three (3) months prior to the tender submission date • A current certified copy of the identification documents (IDs) for all company directors • A bank statement covering the last six (6) months, issued as of the tender submission date • A bank confirmation letter issued within the last three (3) months prior to the tender submission date • Proof of insurance • Current year CIC certificate for works
ITT 14.7	Prices quoted for each lot shall correspond at least to 80 % of the items specified for each lot. Prices quoted for each item of a lot shall correspond at least to 80 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): equipment life span (3-5 years)
ITT 17.1 (a)	After sales service is: required
ITT 18.1	The Tender validity period shall be 90 days from the 13 th November 2025, Tender opening.
ITT 19.1	A Tender Securing Declaration shall be required.
ITT 19.2(f)	Tender Securing Declaration shall be valid until 30th January 2026 .
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: 2 copies .
	D. Submission and Opening of Tenders
ITT 21.1	Tenderers shall submit their Tenders email to tenders@fincorp.co.sz . or by hand at FINCORP Head Office 2nd Floor, Intfutfuko Building Corner of Gwamile & Dabede Streets
ITT 21.1 (b)	If Tenderers shall have the option of submitting their Tenders electronically, the electronic Tender submission procedures shall be: • Email subject: FIN-RFT-06/2025/2025 Tender Submission • Three separate folders should be submitted; namely

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	a. Company profile & compliance documents b. Signed tender forms c. Technical & financial submission
ITT 21.2 (c)	The inner and outer envelopes shall bear the following additional identification marks: (a) Bear the name and address of the Tenderer; (b) be addressed to FINCORP in accordance with ITT Sub-Clause 22.1; (c) bear the specific identification of this Tender: FIN-RFT-06/2025/2026 (d) bear a warning not to open before the time and date for Tender opening, in accordance with ITT Sub-Clause 25.1.
ITT 22.1	For Tender submission purposes, FINCORP's address is: Attention: Tender Board Chairperson Address: Corner of Dabede & Gwamile Streets Floor-Room number: 2nd Floor, Intfutfuko Building City: Mbabane, Eswatini The deadline for the submission of Tenders is: Date: 13th November 2025 Time: 12:00 pm
ITT 25.1	The Tender opening shall take place at: Street Address: Corner of Dabede & Gwamile Streets Floor/ Room number: 2nd Floor, Intfutfuko Building, FINCORP Main Boardroom City: Mbabane, Eswatini Date: 14th November 2025 Time: 10:30am
ITT 25.1	If electronic Tender submission is permitted in accordance with ITT sub-clause 23.1, the specific Tender opening procedures shall be: Tenderers who wish to attend the Tender opening must bring a laptop, tablet, or smartphone and be present at the specified tender opening date and time.
	E. Evaluation and Comparison of Tenders
ITT 32.5	Tenderers shall be allowed to quote separate prices for one or more lots.

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	F. Award of Framework Agreement
ITT 37.1	The maximum percentage by which quantities may be increased is: 20% The maximum percentage by which quantities may be decreased is: 20%
	Procurement Related Complaints and Administrative Review
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: The Tender Board Chairperson Procuring Entity: FINCORP Email address: tenders@fincorp.co.sz In summary, a Procurement-related Complaint may challenge any of the following: 1. the terms of the Tender Documents; and 2. FINCORP's decision to award the contract.
	Margin of Preference
ITT 42.2	(a) The margin of preference for firms in Group A shall be: 15% (b) The margin of preference for firms in Group B shall be: 7.5%

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Section III. Evaluation and Qualification Criteria

A Evaluation Methodology

1. Methodology Used

The evaluation methodology to be used for the evaluation of Tenders received shall be the Technical Compliance Selection (TCS) methodology.

2. Summary of Methodology

2.1 The Technical Compliance Selection methodology recommends the lowest priced Tender, which is eligible, compliant and substantially responsive to the technical and commercial requirements of the Tender Document, provided that the Tenderer is determined to be qualified to perform the contract satisfactorily.

2.2 The evaluation shall be conducted in three sequential stages –

- (a) a preliminary examination to determine the eligibility of Tenderers and the administrative compliance of Tenders received;
- (b) a technical evaluation to determine the commercial and technical responsiveness of the eligible and compliant Tenders; and
- (c) a financial comparison to compare costs of the eligible, compliant, responsive Tenders received and determine the best evaluated Tender.

2.3 Failure of a Tender at any stage of the evaluation shall prevent further consideration at the next stage of evaluation. Substantial responsiveness shall be considered a pass.

B Preliminary Examination Criteria

G. 3. Eligibility Criteria

3.1 The eligibility requirements shall be determined for: -

- (a) Eligible Tenderers in accordance with ITT Clause 4 and Section 40 of the Public Procurement Act, 2011; and
- (b) Eligible Goods and Related Services in accordance with ITT Clause 5.

3.2 The documentation required to provide evidence of eligibility shall be: -

	Eligibility Requirement	Documentary Evidence to be Provided by the Tenderer
(a)	The Tenderer has legal capacity to enter into the contract	(i) Certificate of Incorporation or Registration (ii) Trading License for the current year (iii) Form J & Form C with current year stamp (iv) Current year CIC certificate for works

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(b)	The Tenderer is not insolvent, in receivership, bankrupt or being wound up, its affairs are not being administered by a court or a judicial officer, its business activities have not been suspended, and it is not the subject of legal proceedings for any of the foregoing	A bank statement covering the last six (6) months, issued as of the tender submission date.
(c)	The Tenderer has fulfilled its obligations to pay taxes	A valid Tax Compliance Certificate issued by Tax Regulator
(d)	The Tenderer has fulfilled its obligations to social security contributions	A valid Labour Compliance Certificate <i>[for Swati firms]</i> Social Security Compliance Certificate or equivalent <i>[for foreign firms]</i>
(e)	The Tenderer adheres to basic labour legislation	A valid Eswatini National Provident Fund Compliance Certificate <i>[for Swati firms only]</i> Or Equivalent <i>[for foreign firms]</i>
(f)	The Tenderer does not have a conflict of interest in relation to the procurement requirement	A written declaration signed by the authorised representative of the Tenderer
(g)	The Tenderer, or any of its directors or officers, have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of five years preceding the commencement of procurement proceedings	Police clearance certificate for All the company directors. A Certificate or Letter of Good Conduct Issued by a Competent Authority in the Tenderer's Country <i>[for foreign firms]</i>
(f)	The Tenderer is not subject to suspension in accordance with section 55 [of the Public Procurement Act, 2011] ¹ , and none of its directors or officers have been involved in a tenderer	A written declaration signed by the authorised representative of the Tenderer.

¹ Refers to suspension by the Eswatini Public Procurement Regulatory Agency

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	or supplier currently subject to suspension	
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- 3.3 A Power of Attorney which if signed in Eswatini shall be registered; or if signed outside Eswatini shall be notarized authorizing signature of the Tender on behalf of the Tenderer.
- 3.4 For a Joint Venture, the documentation in Section 3.2 shall be required for each member of the Joint Venture and the following additional documentation shall be required:
- (a) a certified copy of the Joint Venture Agreement or letter of intent to enter into such an agreement, which is legally binding on all partners, showing that:
 - (i) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (ii) one of the partners will be nominated as being in charge, and receive instructions for and on behalf of any and all partners of the joint venture; and
 - (iii) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
 - (b) 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 Tender process and, in the event the JV is awarded the Contract, during contract execution.

4. Administrative Compliance Criteria

The evaluation of Administrative Compliance shall be conducted in accordance with ITT Sub-Clauses 32.3 and 32.4.

C Technical evaluation Criteria

5. Commercial Criteria

The commercial responsiveness of Tenders shall be evaluated in accordance with ITT Clause 33. The criteria shall be:

- (a) acceptance of the conditions of the proposed contract;
- (b) inclusion of all cost components required such as installation, training, inspection or proving, commissioning, in addition to the price of the Goods;
- (c) acceptable delivery schedule.

6. Technical Criteria

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- 6.1 Technical responsiveness shall be evaluated in accordance with ITT Clause 33.3.
- 6.2 The Statement of Requirements details the minimum technical requirements. Responsiveness is determined by comparison of the specification offered to the specification required in Section 6 and the evaluation is conducted on a pass/fail basis. Substantial responsiveness shall be considered a pass.

D Financial Comparison Criteria

7. Costs to be included in Tender Price

The financial comparison shall be conducted in accordance with ITT Clause 36. The costs to be included in the Tender price Tender are:

- (a) the unit and total delivered price based on the delivery terms requested and the quantity specified in Section 6;
- (b) taxes, duties and levies;

8. Non-cost Factors to be included in Evaluated Price

The non-cost factors to be included in the evaluated price are:

- (a) Adjustment for deviations in the schedule of payment, if applicable.
- (b) Adjustment for deviations in the delivery schedule, if applicable.

9. Margin of Preference

- 9.1 If the TDS specifies a margin of preference is applicable, for the purpose of Tender comparison, the following procedures will apply:

- (a) FINCORP will first review the Tenders to confirm the appropriateness of the classification, and to identify the Tender group classification of each based upon Tenderers' declaration of origin.
- (b) All evaluated Tenders in each group will then be compared to determine the lowest evaluated Tender of each group. The Tender prices for Tenderers in Group A and Group B will be increased by the respective percentages of preference as specified in the Tender Data Sheet. *[For Example: (Tender Price of Tenderer Z)- (Tender Price of Tenderer Z x percentage specified in the Tender Data Sheet ITT 35.2)].* After application of the preferences, all the Tenders shall be compared, with the lowest-evaluated Tender determined from this comparison selected for the award.

10. Determination of Best Evaluated Tender or Tenders

- 10.1 The Tender with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive shall be the best evaluated Tender. If this Tender Document includes more than one lot, the best evaluated Tender shall be determined separately for each lot.

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- 10.2 Notwithstanding paragraph 10.1, if this Tender Document allows Tenderers to quote different prices for single lots and for the award to a single Tenderer of multiple lots, FINCORP shall conduct a further financial comparison to apply any conditional discounts. The Tender or Tenders offering the lowest priced combination of all the lots shall be the best evaluated Tender or Tenders.

Tender Submission Checklist;

1. A detailed company profile.
2. Three (3) traceable reference letters, each signed by an authorized representative and dated within the last three (3) months prior to the tender submission date
3. A current certified copy of the identification documents (IDs) for all company directors
4. A bank statement covering the last six (6) months, issued as of the tender submission date
5. A bank confirmation letter issued within the last three (3) months prior to the tender submission date
6. Proof of insurance – for works
7. Work plan and/or proposed method statements – for works
8. A certified copy of Certificate of Incorporation or Registration
9. A certified current copy of the company's Trading License
10. Certified copies of Form J & Form C with **current** year stamp
11. **Current** year CIC certificate for works
12. A valid Tax Compliance Certificate issued by Tax Regulator
13. A **valid** Labour Compliance Certificate issued by the ENPF
14. A **valid** Eswatini National Provident Fund Compliance Certificate
15. A **written declaration** in the company's letterhead signed by the authorized representative of the Tenderer stating that:
 - a. The Tenderer does not have a conflict of interest in relation to the procurement requirement; and that
 - b. The Tenderer is not subject to suspension in accordance with section 55 [of the Public Procurement Act, 2011]², and none of its directors or officers have been involved in a tenderer or supplier currently subject to suspension.

² Refers to suspension by the Eswatini Public Procurement Regulatory Agency

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16. Police clearance certificate for **All** the company directors issued within the last three (3) months.
17. Catalogues for proposed products.
18. Tender forms in Section IV below.
19. Proof of vehicle insurance and licensing. – **for transport services**
20. COVID-19 or health safety compliance where required. – **for transport services**
21. Service Level Agreement (SLA) with defined response times and backup vehicle plans – **for transport services.**

Evaluation Criteria – for goods

- | | |
|--|--------------------------|
| • Compliance with specifications | 20 points |
| • Delivery and installation timelines | 20 points |
| • Cost competitiveness | 20 points |
| • Supplier experience and track record | 20 points |
| • Warranty and support offerings | 10 points |
| • Quality and brand of products proposed | <u>10 points</u> |
| | <u>100 points</u> |

The minimum qualification score for a Tenderer should obtain at evaluation is **75 points**.

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Section IV. Tender Forms

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Tenderer Information Form

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. 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 No.: *[insert number of Tender process]*

Page _____ of _____ pages

1. Tenderer's Legal Name <i>[insert Tenderer's legal name]</i>
2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
3. Tenderer's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Tenderer's Year of Registration: <i>[insert Tenderer's year of registration]</i>
5. Tenderer's Legal Address in Country of Registration: <i>[insert Tenderer's legal address in country of registration]</i>
6. Tenderer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> ☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITT Sub-Clauses 4.1 and 4.2. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT Sub-Clause 4.1. ☐ In case of government owned entity -, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITT Sub-Clause 4.5.

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Joint Venture Partner Information Form

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

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

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

Page _____ of _____ pages

1. Tenderer's Legal Name: <i>[insert Tenderer's legal name]</i>
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>
4. JV's Party Year of Registration: <i>[insert JV's Party year of registration]</i>
5. JV's Party Legal Address in Country of Registration: <i>[insert JV's Party legal address in country of registration]</i>
6. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> ☐ Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITT Sub-Clauses 4.1 and 4.2. ☐ In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITT Sub-Clause 4.5.

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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 FINCORP in the Schedule of Requirements.]*

Price Schedule: Goods

				Date: _____ Procurement Reference Number: _____ Page N° _____ of _____		
1	2	3	4	5	6	7
Line Item N°	Description of Goods	Delivery Date	Quantity and physical unit	Unit price DDP	Total price per line item (Col. 4 × 5)	Country of Origin
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price]</i>	<i>[insert total price per line item]</i>	
Total Price: Goods						

Price and Completion Schedule - Related Services

						Date: _____
						Procurement Reference Number: _____
						Page N° _____ of _____
1	2	3	4	5	6	7
Service N°	Description of Services	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5 x 6 or estimate)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
Total Price: Related Services						

Name of Tenderer: *[insert complete name of Tenderer]*. **Signature of Tenderer:** *[signature of person signing the Tender]*

Date: *[insert date]*

Tender Submission Form – Multiple Tenderers and/or Not All Terms Established (with mini-competition)

Section C. 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 “FINCORP”)

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 agree to become one of the parties of the public framework Contract and to submit an offer whenever requested by FINCORP in accordance with the terms of the and the conditions laid down, without reserve or restriction:

[If the object of procurement is not divided in lots]

[insert the description of the Goods]

[If the object of the procurement is divided in lots]³:

Lot no *[insert Lot number]*: ***[insert the description of the Goods]***

Lot no *[insert Lot number]*: ***[insert the description of the Goods]***...

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

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

5. 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.

[In case of a JVC]

[We are making this application, for this Tender [insert Lot number, if applicable] as partner in the JVC led by [insert name of the leader]. We confirm that we are not Tender for the same procurement in any other form. We confirm, as a partner in the JVC, that all partners are jointly and severally liable by law for the performance of the frame work agreement , that the lead partner is authorized to bind, and receive instructions for and on behalf of, each partner, that the performance of the Contract, including payments, is the responsibility of the lead partner, and that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the Contract's performance].

³ Not applicable if object of the contract is not divided in lot(s).

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6. We will inform FINCORP 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.

7. We note that FINCORP 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	

[In case of Group of Tenderers:]

	Name(s)	Address-residency
LEADER 1*		
ETC. ... *		

- Add/delete additional lines for partners as appropriate. *Note that a subcontractor is not considered to be a partner for the purposes of this Tender procedure.*

Name and surname of the person duly authorized to sign the Tender on behalf of the JVC: *[insert name and surname]*

Signature: *[signature of the authorized person]*

Place and date: *[insert place and date]*

Stamp of the Leader: _____

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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 FINCORP 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 FINCORP 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

Eligibility for the Provision of Goods, Works and Services in Eswatini

1. In accordance with Section 39 of the Public Procurement Act No. 07 of 2011 and Section 12 of the Public Procurement Regulations of 2011, Government permits firms and individuals from all countries to offer Goods, Works and Services for Government-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:
 - (i): as a matter of law or official regulation, the Government prohibits commercial relations with that Country, provided that Cooperating Partners involved are satisfied that such exclusion does not preclude effective competition for the supply of the Goods required, or
 - (ii): 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, Government prohibits any import of goods from that Country or any payments to persons or entities in that Country.
2. For the information of Tenderers, at the present time firms, Goods, Works and Services from the following countries are excluded from this Tender:

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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

[FINCORP shall fill in this table (Columns A to G inclusive) with column H which is to be filled by the Tenderer]

Line Item N°	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>
<i>[insert item No]</i>	<i>[insert description of Goods]</i>	<i>[insert quantity of item to be supplied]</i>	<i>[insert physical unit for the quantity]</i>	<i>[insert place of Delivery]</i>	<i>[insert the number of days following the date of effectiveness of the Contract]</i>	<i>[insert the number of days following the date of effectiveness of the Contract]</i>	<i>[insert the number of days following the date of effectiveness of the Contract]</i>
Lot 1 Requirements (Office Stationary)							
1.	Different sized company envelopes		each	FINCORP Offices	1 week	2 weeks	
2.	Calculators		each	FINCORP Offices	1 week	2 weeks	
3.	Sticky notes		each	FINCORP Offices	1 week	2 weeks	
4.	Sign here stickers		each	FINCORP Offices	1 week	2 weeks	
5.	Office Pens, pilot, bics, ultra pens		each	FINCORP Offices	1 week	2 weeks	
6.	Rulers		each	FINCORP Offices	1 week	2 weeks	
7.	Rubbers		each	FINCORP Offices	1 week	2 weeks	
8.	Typerk		each	FINCORP Offices	1 week	2 weeks	
10.	Staplers		each	FINCORP Offices	1 week	2 weeks	
11.	Binding clips		each	FINCORP Offices	1 week	2 weeks	
12.	Accessible files		each	FINCORP Offices	1 week	2 weeks	
13.	Markers		each	FINCORP Offices	1 week	2 weeks	
14.	Pencils		each	FINCORP Offices	1 week	2 weeks	

15.	File dividers		each	FINCORP Offices	1 week	2 weeks	
16.	Batteries		each	FINCORP Offices	1 week	2 weeks	
17.	Hard papers – different colors		each	FINCORP Offices	1 week	2 weeks	
18.	In & out trays		each	FINCORP Offices	1 week	2 weeks	
19.	Lever Files		each	FINCORP Offices	1 week	2 weeks	
20.	Frosted sheets		each	FINCORP Offices	1 week	2 weeks	
21.	Indexes file dividers		each	FINCORP Offices	1 week	2 weeks	
Lot 2 Requirements (Office Furniture & Fittings)							
1.	Office chairs	To be determined according to needs requirement	each	FINCORP Offices	2 weeks	3 weeks	
2.	Office desks		each	FINCORP Offices	2 weeks	3 weeks	
3.	Desk drawers		each	FINCORP Offices	2 weeks	3 weeks	
4.	Desk printers		each	FINCORP Offices	2 weeks	3 weeks	
5.	Filling cabinets		each	FINCORP Offices	2 weeks	3 weeks	
Lot 3 Requirements (Gym equipment including maintenance & training)							
1.	Free weights		each	FINCORP Offices	2 weeks	1 month	
2.	Weight benches & racks		each	FINCORP Offices	2 weeks	1 month	
3.	Resistance machines		each	FINCORP Offices	2 weeks	1 month	
4.	Cardio Equipment		each	FINCORP Offices	2 weeks	1 month	
5.	Functional & body weight training		each	FINCORP Offices	2 weeks	1 month	
6.	Flexibility, Mobility & Core equipment		each	FINCORP Offices	2 weeks	1 month	

2. List of Related Services and Completion Schedule

[This table shall be filled in by FINCORP. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates]

Service N°	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>I.[insert Service No]</i>	<i>I.[insert description of Related Services]</i>	<i>Y.[insert quantity of items to be supplied]</i>	<i>Y.[insert physical unit for the items]</i>	<i>I.[insert name of the Place]</i>	<i>I.[insert required Completion Date(s)]</i>
1.	Lot 4 - Road & transport services	To be determined upon needs requirement	Each	Local & abroad	As per requirement
2.	Lot 5 – Catering services		Each	Local/National	As per requirement
3.	Lot 6 – Events decoration services		Per event	Local/National	As per requirement
4.	Lot 7 – Wellness training programs		Each	Local/National	As per requirement
5.	Lot 8 – Venue and conference hire		Each	Local/National	As per requirement
6.	Lot 9 – Accommodation services		Each	Local & abroad	As per requirement

1. If applicable

3. Technical Specifications

FINCORP to insert technical specification and/or Scope of Work

General Requirements (Applicable to All Lots)

- All items supplied must be new, of high commercial quality, and conform to relevant local/international standards.
- Delivery shall be made to FINCORP Offices.
- Bidders must clearly indicate lead times, warranty terms, and support/maintenance plans (if applicable).
- All deliveries must be completed within the stipulated timeframes.
- Bidders must provide proof of previous experience in similar supplies or contracts

Lot 1 – Office Stationery

Objective:

To supply general office stationery items to FINCORP offices to support day-to-day operations.

Additional Requirements:

- Branding may be required on selected items such as envelopes and files.
- Stationery must be delivered in suitable packaging with clear labeling.
- Supplier should maintain sufficient stock levels for replenishment on short notice.

Lot 2 – Office Furniture & Fittings

Objective:

To supply and install quality furniture and fittings tailored to FINCORP's office needs.

Additional Requirements:

- Furniture should be ergonomic, durable, and modern in design.
- Bidders must include catalogs, warranty information, and assembly/installation services.

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-
- All items must comply with occupational health and safety standards.
 - On-site inspection post-installation may be conducted.

Lot 3 – Gym Equipment including Maintenance & Training

Objective:

To supply, install, and maintain gym equipment at FINCORP Offices and provide staff training on usage.

Additional Requirements:

- Equipment must be commercial-grade and safe for regular use.
- Include a maintenance schedule and training program for staff.
- Supplier must offer after-sales support, including servicing and repairs.
- Equipment must be compliant with international fitness standards.

Lot 4 – Road & Transport Services

Scope of Work:

The service provider shall offer reliable and professional transport services for staff attending trainings, conferences, and related activities within the country and, where applicable, in coordination with international travel arrangements. This includes airport transfers, intercity travel, and transport between accommodation, training venues, and other official locations.

Key Objectives:

- Ensure safe, comfortable, and timely transport for staff attending capacity-building activities.
- Provide flexible transport solutions tailored to varying group sizes and travel schedules.
- Offer support for international travel connections, including airport drop-offs and pickups.

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Technical Specifications:

Service Coverage:

- Local Transport: Within cities/towns (e.g., hotel to training venue).
- Regional/National Transport: Between cities or training locations.
- International Coordination: Airport transfers (departure/arrival

Fleet Requirements:

- Air-conditioned, well-maintained vehicles (sedans, vans, minibuses, coaches).
- Vehicles must comply with national road safety regulations.
- Options for executive vehicles or group transport on request.

Driver Requirements: - *for group transport*

- Licensed and experienced drivers.
- Punctual, professional, and familiar with local/international airport protocols.
- Basic communication skills in English or the working language of the organization.

Operational Readiness:

- Ability to provide transport on weekends, holidays, and outside business hours.
- GPS tracking preferred for safety and monitoring.
- Support for last-minute or emergency bookings.

Deliverables:

- Transport to/from:
 - Airports
 - Hotels or accommodation
 - Training/conference venues
 - Offices or field sites (if applicable)
- Detailed itinerary coordination per trip.

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-
- Driver contact info shared with staff prior to travel.
 - Monthly reports on service usage, punctuality, and incidents (if any).

Compliance and Documentation:

- Proof of vehicle insurance and licensing.
- COVID-19 or health safety compliance where required.
- Service Level Agreement (SLA) with defined response times and backup vehicle plans.

Lot 5 – Catering Services

Scope of Work:

- Provision of catering for meetings, trainings, events, and workshops.
- Includes breakfast, lunch, dinner, snacks, and beverages.

Technical Specifications:

- Ability to cater for different dietary needs (vegan, halal, gluten-free, etc.)
- Food safety and hygiene certifications required.
- On-site and off-site catering flexibility.
- Provision of serving staff and equipment where needed.

Deliverables:

- Menus tailored per event and guest preference.
- Timely delivery and setup of meals.
- Cleanup and waste disposal post-event.

Lot 6 – Events Decoration Services

Scope of Work:

- Provide event decoration services for conferences, workshops, and celebrations.
- Includes stage design, table setups, banners, floral arrangements, lighting, etc.

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Technical Specifications:

- Creative design proposals per event theme.
- Inventory of reusable and customized decor.
- Setup and dismantling services included.
- Adherence to safety and fire standards.

Deliverables:

- Decor aligned with event branding/theme.
- Timely installation and removal.
- Damage-free handling and professional aesthetics.

Lot 7 – Wellness Training Programs

Scope of Work:

- Delivery of mental health, physical wellness, stress management, financial health checks, and work-life balance training for staff.

Technical Specifications:

- Certified trainers in wellness, psychology, finance, fitness, etc.
- Ability to conduct in-person and virtual sessions.
- Provision of training materials and follow-up tools.
- Customizable modules based on organizational needs.

Deliverables:

- Detailed training plan and schedule.
- Pre/post-training assessments.
- Attendance reports and feedback analysis.

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Lot 8 – Venue and Conference Hire

Scope of Work:

- Provision of venues for trainings, workshops, seminars, and meetings.
- Includes conference halls, boardrooms, and breakout rooms.

Technical Specifications:

- Venues must be accessible, secure, and have parking.
- Facilities must include AV equipment, Wi-Fi, seating, and climate control.
- Optional services: on-site support staff, printing, signage, etc.
- Must comply with health and safety regulations.

Deliverables:

- Booking confirmations and contracts.
- On-site support during event.
- Clean and functional spaces.

Lot 9 – Accommodation Services

Scope of Work:

- Provision of short- and long-term accommodation for staff and guests.
- Locations should be secure, clean, and conveniently located.

Technical Specifications:

- Variety of room types: single, double, suites.
- Services include Wi-Fi, meals, laundry, and housekeeping.
- Availability of transport to/from venue (optional).
- Compliance with local hospitality and safety standards.

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Deliverables:

- Reservation management.
- Check-in/check-out support.
- Guest satisfaction feedback system.

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4. Drawings

These Tender Documents include no drawings.

5. Inspections and Tests

The following inspections and tests shall be performed:

List of Inspections and Tests			
Line No	Item	Brief Description of Item	Inspection and/or Test
1.		Lot 6 – Catering services	Samples of food services to be tested by some FINCORP staff members.

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6. List of Procuring Entities under the Framework Agreement⁴

Procuring Entities entitled to **[place order]** **[re-open mini-competition]** under the terms of the Framework Agreement are the following:

No.	Name and address of the Procuring Entities

⁴ Not applicable when the Procuring Entity is not purchasing on behalf of other Procuring Entities

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PART 3 - Contract

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PART 4 – Framework Agreement

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Framework Agreement

[This form is to be completed by the Procuring Agency in accordance with the instructions provided in italicized text. The italicized text should be deleted from the final document.]

Note: *the terminology in relation to the parties to the Framework Agreement changes from the terminology used in relation to the parties involved in the RFB Primary Procurement process. In the Primary Procurement process the Procuring Agency is responsible for establishing the FA(s). However, the parties to the FA will be the “Procuring entity(s)” (being Borrower’s agencies that are entitled to purchase under the FA) and, where appropriate, a “Lead Procuring entity” or a “Responsible Agency” acting on behalf of a Procuring entity(s) and responsible for managing and administering the FA. In the FA, the successful Tenderer(s) is called the “Supplier”. This covers the Supplier’s capacity as both a holder of a FA and as a Supplier under a Call off Contract.]*

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

[Select one of the three OPTIONS below]

[OPTION 1: for Single User Framework Agreement]

FINCORP(s) *[insert complete name of FINCORP/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}”)]* (FINCORP(s)) and

[OPTION 2: for a Multi-User Framework Agreement with a Lead Procuring entity that is responsible for managing and administering the Framework Agreement, and that is also a Procuring entity,]

between

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

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business at *[insert Lead Procuring entity's address]* 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 listed in Schedule *[insert number]* to this Framework Agreement (Procuring entity (s)) and

[OPTION 3: for a Multi-User Framework Agreement with an agency, that is not a Procuring entity, but that is responsible for the management and administration of the Framework Agreement, for use by the Procuring entities.]

between

the Responsible Agency *[insert complete name of the type of legal entity, (for example, "an agency of the Ministry of the Government of {insert name of Country} of the Responsible Agency", or "a corporation incorporated under the laws of {insert name of Country of the Responsible Agency}"]* and having its principal place of business at *[insert Responsible Agency's address]* as the agency responsible for the management and administration of the Framework Agreement for use by the participating Procuring entities listed in Schedule *[insert number]* to this Framework Agreement (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 FINCORP(s) during the Term of the Framework Agreement, as and when FINCORP(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

Schedule 4: Call-off Contract: General Conditions of Contract (GCC)

Schedule 5: Forms for Call-off Contract

Schedule 6: List of participating Procuring entities *[use for Multi-User FAs, otherwise delete]*

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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]

[OPTION 1: for Single User Framework Agreement]

“For and on behalf of FINCORP:”

[OPTION 2: for a Multi-User Framework Agreement with a Lead Procuring entity that is responsible for managing and administering the Framework Agreement, and that is also a Procuring entity]

“For and on behalf of the Lead Procuring entity:”

[OPTION 3: - for a Multi-User Framework Agreement with an agency, that is not a Procuring entity, but that is responsible for the management and administration of the Framework Agreement, for use by the participating Procuring entities.]

“For and on behalf of the Responsible Agency”

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 FINCORP.]

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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 FINCORP. It excludes FINCORP’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 FINCORP under a Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Goods includes Related Services.
 - (i) **“In Writing”** means communicated or recorded in written form. It includes, for example: mail, e-mail, fax or

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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 FINCORP 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 FINCORP 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 FINCORP’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 only in its capacity as the agency responsible for managing and administering the Framework Agreement for use by the

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participating Procuring entitys. 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 | <p>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.</p> <p>2.2 This Framework Agreement comprises the documents specified in the FA Specific Provisions.</p> |
| 3 Supplier’s obligations | <p>3.1 The Supplier shall offer to supply (standing offer) to FINCORP, 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.</p> <p>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 FINCORP immediately, in writing, if it ceases to be qualified and/or ceases to be eligible, or the Goods cease to be eligible.</p> |

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- 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 FINCORP(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 FINCORP (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**.
- 4.3 To continue to be eligible the Supplier shall not have been suspended by ESPPRA. Where the Supplier has been suspended, it

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will be ineligible for the duration of the period of time as ESPPRA shall have determined.

- 4.4 FINCORP 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 FINCORP's sole discretion, and where there has been satisfactory performance by the Supplier. To extend the Term, FINCORP 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 example, amendments, suspension and termination of the Framework Agreement. For matters relating to individual Call-off

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- Contracts, all communications, including notices, must be made to FINCORP 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 FINCORP.
- 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 FINCORP 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 FINCORP 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 FINCORP 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 the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

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| 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 FINCORP 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) FINCORP 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 FINCORP'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 Framework Agreement | 17.1 FINCORP, without prejudice to any other remedy for breach of the Framework Agreement, may terminate this Framework Agreement immediately, by notice In Writing to the Supplier, if: |

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- (a) in the judgement of FINCORP, the Supplier has engaged in Fraud and Corruption, or
 - (b) during the Term of the Framework Agreement, the Supplier ceases to be qualified or eligible as per **FAGC 4**. or
 - (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 FINCORP, or
 - (d) the Supplier becomes bankrupt or otherwise insolvent.
- 17.2 FINCORP 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 FINCORP'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.
- 18 **Consequence of expiry or termination**
 - 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.
- 19 **Dispute resolution in relation to this Framework Agreement**
 - 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.
 - 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.
- 20 **Dispute resolution in relation to Call-off Contracts**
 - 20.1 FINCORP and the Supplier for a Call-off Contract shall make every effort to resolve amicably by direct informal 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

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FINCORP 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) FINCORP 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	[<i>state either “This is a Single-User Framework Agreement.” or “This is a Multi-User Framework Agreement. All participating Procuring entities are listed at Schedule [insert Schedule number]”</i>]
FAGC 1.1 (o) Procuring entity’ Country	FINCORP’s Country is: [<i>insert the name of the country</i>]
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
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 [enter number of years] years. [NOTE: the maximum initial Term permissible is 3 years] from the Commencement Date.
FAGC 5.2 Term extension(s)	[As applicable, indicate “The initial term may be extended by a maximum of two additional years.”] OR “There are no permitted extensions to the Term.”]
FAGC 6.1 Representatives	<u>Procuring entity’s Representatives</u> Selection one of the following OPTIONS <i>OPTION 1: for a Single-User Framework Agreement use the following text]</i> The name and contact details of FINCORP’s Representative under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are: Name: Title/position: Address: Phone: Mobile: E-mail: OR <i>[OPTION 2: for a <u>Multi-User Framework Agreement with a Lead Procuring entity</u> that is responsible for managing and administering the Framework Agreement and is also a Procuring entity insert the name of the Lead Procuring entity’s Representative and list all other participating Procuring entities’ Representatives in a Schedule:]</i> The name and contact details of the Lead Procuring entity under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are: Name: Title/position: Address:

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	Phone: Mobile: E-mail: The Representatives for all other participating Procuring entities are listed in Schedule <i>[insert number]</i> to this Framework Agreement. OR <i>[OPTION 3: for a <u>Multi-User Framework Agreement</u> concluded by a central purchasing authority (that is <u>not</u> also a Procuring entity) insert the following]</i> The name and contact details of the Responsible Agency under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are: Name: Title/position: Address: Phone: Mobile: E-mail: The Representatives for all participating Procuring entities are listed in Schedule <i>[insert number]</i> to this Framework Agreement.
FAGC 6.1 Representatives	<u>Supplier's Representatives</u> 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: Name: Title/position: Address: Phone: Mobile: E-mail:
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> For Direct Selection:

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	the Base Price stipulated in the Framework Agreement, Schedule 2, subject to provisions below. or For Mini-competition: the successful competitive quotation subject to the provisions below. and any additional price for inland transportation and other services not included in the Base Price required in FINCORP's Country to convey the Goods to their final destination specified in RFQ.
FAGC 8.1 Contract Price	Adjustments to the Base Price <i>[Select one of the two options]</i> <i>[OPTION 1: use for FAs where the <u>determining indices related to the Base Price are not expected to vary by more than ±5% over the Term of the FA.</u> In this case, use the following text:</i> “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.”] OR <i>[OPTION 2: use for FAs where the <u>determining indices related to the Base Price are expected to vary by more than ±5% over the Term of the FA</u> In this case use the following text:</i> “The Base Price shall not be subject to adjustments for Call-off contracts awarded within [insert number of months depending on trend of volatility of the prices] months from the date of conclusion of FA. For any Call-off contracts awarded after this specified period, the Base Price shall be subject to an adjustment as follows: - for Call-off Contracts awarded through the Secondary Procurement method based on competitive quotations (mini-competition), Suppliers shall be required to offer prices that do not exceed their adjusted Base Prices in accordance with 12.2 below. - for Call-off Contracts awarded through a Secondary Procurement method involving direct selection, (i.e. not awarded through a mini-competition), the price adjustment in 12.2 below shall be

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	applied to that Supplier's Base Price to determine the Call-off Contract Price. The price adjustment is intended to reflect changes in the cost of labor, material components, and/or other factors, over the relevant period of the FA. Where a price adjustment applies, it shall be calculated as follows: $P_1 = P_0 \left[a + \frac{bL_1}{L_0} + \frac{cM_1}{M_0} \right] - P_0$ $a+b+c = 1$ in which: P_1 = Call-off Contract Price. P_0 = Base Price, as described in the Framework Agreement, Schedule 2: Price Schedules. a = fixed element representing profits and overheads included in the Contract Price. b = estimated percentage of labor component in the Contract Price. c = estimated percentage of material component in the Contract Price. L_0, L_1 = labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively. M_0, M_1 = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin. The Tenderer shall indicate the source of the indices, and the source of exchange rate (if applicable) and the base date indices in its Tender. The coefficients are as follows: a = <i>[insert value of coefficient; generally, in the range of 5 to 15 percent]</i> b = <i>[insert value of coefficient]</i> c = <i>[insert value of coefficient]</i>
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	Base date = <i>[insert specific date which was the date of thirty (30) days prior to the deadline for submission of the Tenders in the Primary Procurement process]</i> Date of adjustment =: i) <i>For Direct Selection: the date 30 days prior to the formation of the Call-off Contract</i> ii) <i>For mini-competition: the date 30 days prior to the Request for Quotation.</i> If the currency in which the Contract Price (P₀) is expressed, is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall be: Z₀ / Z₁, where: Z₀ = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price P₀ on the Base date, and Z₁ = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price P₀ on the Date of Adjustment.
FAGC 3.1 & 8.1 Contract Price	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 FINCORP'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.
FAGC 10.1 Language	The language of this Framework Agreement, and any Call-off Contract is <i>[insert language]</i>.
FAGC 20.2 Dispute Resolution in relation to Call-off Contract.	The rules of procedure for arbitration proceedings shall be as follows: <i>For Contracts with a foreign supplier:</i> Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force."

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	<i>For Contracts with a national Supplier of FINCORP's Country:</i> “In the case of a dispute between FINCORP and a Supplier who is a national of FINCORP's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of FINCORP's Country.” The place of arbitration will be <i>[insert city and country]</i>
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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 “FINCORP”), 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 FINCORP 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 FINCORP 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) FINCORP’s Notification of Award of Framework Agreement
 - (g) *[Add here any other document(s)]*
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.

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4. In consideration of the payments to be made by FINCORP to the Tenderer as hereinafter mentioned, the Tenderer hereby covenants with FINCORP 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. FINCORP 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 FINCORP.

[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 FINCORP, 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 FINCORP.

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 FINCORP.
- 9.2 FINCORP shall re-open the competition on the basis of the same or, if necessary, more precisely formulated terms of the Tender Document.
- 9.3 Whenever the needs for supply appear FINCORP 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.

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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 FINCORP

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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TENDER SECURITY (TENDER BOND) FORM

BOND NO. *[insert Bond number]*

BY THIS BOND *[insert name of Tender der; if joint venture, insert complete legal names of partners]* as Principal (hereinafter called "the Principal"), and *[insert name, legal title, and address of Surety]*, **authorized to transact business in** *[insert name of country of Employer]*, as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[insert name of Employer]* as Obligee (hereinafter called "the Employer") in the sum of *[insert amount in figures expressed in the currency of FINCORPs Country or the equivalent amount in an international freely convertible currency]* *[insert amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Tender to the Employer dated the *[number]* day of *[month]*, *[year]*, for the construction of *{insert name of Contract}* (hereinafter called the "Tender").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) withdraws its Tender during the period of Tender validity specified in the Form of Tender;
- (b) refuses to accept the correction of its Tender Price, pursuant to the Invitation Document;
- (c) having been notified of the acceptance of its Tender by the Employer during the period of Tender validity;
- (d) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Tenderers, if required;
- or
- (e) fails or refuses to furnish the Performance Security in accordance with the Instructions to Tenderers;

Then the Surety undertakes to immediately pay to the Employer up to the above amount upon receipt of the Employer's first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation shall remain in full force and affect up to and including the date 28 days after the date of expiration of the Tender validity as stated in the Invitation to Tender or extended by the Employer at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this *{insert number}* day of *[month]*, *[year]*

Principal: _____
[insert signature(s) of authorized representative(s)]
[insert printed name and title]

Surety: _____
Corporate Seal (where appropriate)
[insert signature(s) of authorized representative(s)]
[insert printed name and title]

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PERFORMANCE BANK GUARANTEE [UNCONDITIONAL]

[The bank/successful Tender der providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if the Employer requires this type of security.]

[insert bank's name, and address of issuing branch or office]

Beneficiary: *[insert name and address of Employee]*

Date: *[insert date]*

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

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required. At the request of the Contractor, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, 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(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than twenty-eight days from the date of issuance of the Taking-Over Certificate, calculated based on a copy of such Certificate which shall be provided to us, or on the *[insert number day of [insert month], [insert year]]*, whichever occurs first. Consequently, any demand for payment under this guarantee shall be received by us at this office on or before that date.

[signature (s) of an authorized representative(s) of the Bank]

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PERFORMANCE BOND

[The Surety/successful Tender der providing the Bond shall fill in this form in accordance with the instructions indicated in brackets, if the Employer requires this type of security]

By this Bond, *[insert name and address of Contractor]* as Principal (hereinafter called "the Contractor") and *[insert name, legal title, and address of surety, bonding company, or insurance company]* as Surety (hereinafter called "the Surety"), are held-and firmly bound unto *[insert name and address of Employer]* as Obligee (hereinafter called "the Employer") in the amount of *[insert amount of Bond]* *[insert amount of Bond in words]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the Contractor has entered into a Contract with the Employer dated the *[insert number]* day of *[insert month]*, *[insert year]* for *[insert name of Contract]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

Now, therefore, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (a) complete the Contract in accordance with its terms and conditions; or
- (b) obtain a Tender or Tender s from qualified Tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Tender der, arrange for a Contract between such Tender der and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by the Employer to the Contractor under the Contract, less the amount properly paid by the Employer to the Contractor; or

- (c) pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond. Any suit under this Bond shall be instituted before the expiration of one year from the date of issuance of the Certificate of Completion. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its legal representative, this *[insert day]* day of *[insert month]*, *[insert year]*.

Signed by *{insert signature(s) of authorized representative(s)}* on behalf of *[name of Contractor]* in the capacity of *[insert title(s)]*

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In the presence of {insert name and signature of witness} Date {insert date}

Signed by {insert signature(s) of authorized representative(s) of Surety} on behalf of [name of Surety]
in the capacity of {insert title(s)}

In the presence of [insert name and signature of witness]
Date {insert date}

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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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