









































































































## Part 1: Section 4 Tendering Forms

---

*[This Tender Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign the Tender Security. It should be included by the Tenderer in its Tender, if so, indicated in the TDS].*

### **Tender Security**

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

Procurement Reference No.: *[insert Procurement Reference number]*

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

Whereas *[insert complete name of Tenderer]* (hereinafter "the Tenderer") has submitted its Tender dated *[insert date (as day, month and year) of Tender submission]* for Procurement Reference number *[insert Procurement Reference number]* for the supply of *[insert brief description of the Goods and Related Services]*, hereinafter called "the Tender ."

KNOW ALL PEOPLE by these presents that WE *[insert complete name of institution issuing the Tender Security]*, of *[insert city of domicile and country of nationality]* having our registered office at *[insert full address of the issuing institution]* (hereinafter "the Guarantor"), are bound unto *[insert complete name of the Procuring entity]* (hereinafter "the Procuring entity") in the sum of *[specify in words and figures the amount and currency of the Tender security, for which payment well and truly to be made to the aforementioned Procuring entity, the Guarantor binds itself, its successors or assignees by these presents. Sealed with the Common Seal of this Guarantor this [insert day in numbers] day of [insert month], [insert year].*

THE CONDITIONS of this obligation are the following:

1. If the Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Tender Submission Sheet, except as provided in ITT Sub-Clause 21.2; or
2. If the Tenderer, having been notified of the acceptance of its Tender by the Procuring entity, during the period of Tender validity, fails or refuses to:
  - (a) sign the Contract in accordance with ITT Clause 42; or
  - (b) furnish the Performance Security, in accordance with the ITT Clause 44; or
  - (c) accept the correction of its Tender by the Procuring Entity, pursuant to ITT Clause 31;

We undertake to pay the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity states that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred conditions.

## Part 1: Section 4 Tendering Forms

---

This security shall remain in force up to and including [*Insert date, month and year as per ITT Clause 21.3*] and any demand in respect thereof should be received by the Guarantor no later than the above date.

Signed: [*insert signature of person whose name and capacity are shown below*]

Name: [*insert complete name of person signing the Security*] In the capacity of [*insert legal capacity of person signing the Security*] duly authorised to sign the Security for and on behalf of: [*insert complete name of the Financial Institution*]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [*insert date of signing*]



[Use Tenderer's Letterhead]  
[Name of Tenderer]  
[Physical Address of Tenderer]

**Tender-Securing Declaration**

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

Subject of procurement and Reference No.: *[insert Procurement Reference Number of Tendering process]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, Tenders must be supported by a Tender- Securing Declaration.

2. I/We accept that we may be suspended by the Agency in terms of section 55 read with 56 of the Public Procurement Act, 2011 from being eligible for Tendering in any contract with the Government of The Kingdom of Eswatini, 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 Submission Sheet or
- (b) having been notified of the acceptance of our Tender by the Procuring entity during the period of Tender validity fail or refuse to (i) sign the contract, (ii) fail or refuse to furnish the Performance Security in accordance with ITT Clause 43; or (iii) fail or refuse to accept the correction of our Tender by the Procuring entity, pursuant to ITT Clause 31;

3. I/We understand this Tender Securing Declaration shall cease to be valid if I/we are not the successful Tenderer, upon the earlier of (i) the expiry of the notice of best evaluated Tenderer or (ii) upon the expiration of the validity of my/our Tender on the *[insert Tender validity date]*,

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]*



**Part 1: Section 4 Tendering Forms**

---

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

Corporate Seal (where appropriate)

\*Please delete as appropriate



## Part 1: Section 4 Tendering Forms

---

*[This authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign such an authorization. It should be included by the Tenderer in its Tender, if so, indicated in the TDS].*

### **Manufacturer's Authorisation**

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

Procurement Reference No.: *[insert Procurement Reference Number]*

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

WHEREAS *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of Goods manufactured]*, having factories at *[insert full address of Manufacturer]*, do hereby authorise *[insert complete name of Tenderer]* to submit a Tender in relation to the Tendering Document indicated above, the purpose of which is to provide the following Goods, manufactured by us *[insert name or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 29 of the General Conditions of Contract, with respect to the Goods offered by the above firm in reply to the Invitation for Tenders.

Signed: *[signature of person whose name and capacity are shown below]*

Name: *[insert complete name of person signing the Manufacturer's Authorisation]*

In the capacity of *[insert legal capacity of person signing the Manufacturer's Authorisation]*

Duly authorised to sign the Manufacturer's Authorisation for and on behalf of: *[insert complete name of Manufacturer]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*



**Section 5: Eligible Countries**

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

A country shall not be eligible if:

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

**PART 2 - Statement of Requirements**

**Section 6: Statement of Requirements**

**Contents**

<b>1. List of Goods and Related Services .....</b>	<b>60</b>
<b>2. Delivery and Completion Schedule .....</b>	<b>60</b>
<b>3. Specification and Compliance Sheet .....</b>	<b>61</b>
<b>4. Drawings .....</b>	<b>62</b>
<b>5. Inspections and Tests .....</b>	<b>63</b>



### 1. List of Goods and Related Services

#### LOT 1: Dell 14 Plus 2in1 Laptop

Item number	Brief Description of Goods and Related Services	Quantity	Unit of Measure
1	Dell 14 Plus 2in1 Laptop	7	Each
2	Executive bag	7	Each
3	Cable lock	7	Each

#### LOT 2: HP ProBook 4 Laptop (20 units)

Item number	Brief Description of Goods and Related Services	Quantity	Unit of Measure
1	Laptop HP ProBook 4 (20 units)	20	Each
2	Padded backpack	20	
3	Cable lock	20	

### 2. Delivery and Completion Schedule

The delivery or completion period shall commence from the date of contract signature and effectiveness. Refer to the Incoterm in the GCC26 for the interpretation of the delivery period.

Item number	Brief Description of Goods or Related Services	Delivery/ Completion Period	Delivery Point/ Site
1.	<b>Dell 14 Plus 2-in-1</b>	3-5 weeks	Ingcamu Building, Mbabane
2.	<b>HP Pro Book 4</b>	3-5 weeks	Ingcamu Building, Mbabane

### 3. Specification and Compliance Sheet

Column b states the minimum technical specification of the item(s) required by the Procuring entity.

The Tenderer is to complete column c with the technical specification of the item(s) offered and to state **"comply"** or **"not comply"** and give details of the areas of non-compliance.

Column d provides the technical literature of the specification offered.

#### LOT 1 - Dell 14 Plus 2in1 or Laptop of Equivalent specification

Item No.	Technical Specification required including applicable standards	Compliance of specification offered	Technical literature on specification offered in column c
a	b	c	d
1	Intel Core Ultra 7 256V (12M Cache, up to 4.8GHz)		
2	14.0" FHD+ (1920x1200) Wide View Antiglare Touch 300nits		
3	16GB 8533MT/s LPDDR5X		
4	1TB SSD PCIe M.2		
5	Intel Arc Graphics		
6	Fingerprint Reader		
7	Intel BE201-7 Wireless + Bluetooth		
8	Backlit Keyboard		
9	HDMI 2.1		
10	Type-C Adapter		
11	Windows 11 Pro		

12	2-IN-1		
13	Executive bag		
14	Cable lock		

**LOT 2 - HP ProBook 4 or Laptop of Equivalent specification - (20 units)**

Item No.	Technical Specification required including applicable standards	Compliance of specification offered	Technical literature on specification offered in column c
a	b	c	d
1	Intel Core Ultra 5		
2	14" (1920 x 1200) Non-Touch, IPS, Anti-glare, 300nits		
3	16GB DDR5-SDRAM		
4	512GB SSD M.2 PCIe		
5	Intel Graphics		
6	Fingerprint Reader		
7	Backlit Keyboard		
8	HDMI 2.1		
9	Windows 11 Pro		
10	Windows 11 Pro		
11	Cable lock		

The detailed technical evaluation will examine the technical specification of the items offered in column c and determine whether this meets the minimum specification in column b. Tenderers must complete column c or the Tender will be rejected. **Tenderers are required to use column d to include technical literature to support the details provided in column c.**

**4. Drawings**

List of related Drawings		
Drawing number	Drawing name	Purpose

## 5. Inspections and Tests

<b>List of Inspections and Tests</b>	
Items subject to Inspection and Tests;	Laptops, cable and Bags
Type of inspection or tests and the standards to be met;	Quality, operation and stress test
Location of the inspection or tests;	Ingcamu Building
Inspection agency;	PSPF IT Department
Timing of the inspection;	First week of delivery prior to distribution
Notifications or documentation required from the Tenderer;	Manufacturer's certification, warranties and manuals
Provision of any samples for inspection;	
Cost of the inspection;	Bourne by Purchaser
Arrangements and costs for any re-inspection required;	Bourne by vendor
Any other relevant details.	

**PART 3 - Contract**

**Section 7: General Conditions of Contract for the Procurement of Goods**

Any resulting contract shall be subject to the Government of Eswatini General Conditions of Contract (GCC) for the Procurement of Goods (available on the website – Procuring Entity or ESPPRA) except where modified by the Special Conditions below.



### Section 8: Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC clause reference	Special Conditions
	The Procurement Reference Number is: <b>PSPF/ITT/02/2026</b>
<b>GCC 1(g)</b>	The Eligible Countries are those listed in Section 5 of the Tendering Document.
<b>GCC 1(o)</b>	The Site for delivery of the Goods is: <b>INGCAMU BUILDING MABANE</b>
<b>GCC 2.1(f)</b>	The other documents forming part of the Contract are: <b>TENDER DOCUMENT, TENDERER SUBMISSION, AWARD LETTER</b>
<b>GCC 4.2 (b)</b>	The version of Incoterms shall be: INCOTERMS OF 2026
<b>GCC 5.1</b>	The language shall be: <b>ENGLISH</b>
<b>GCC 6</b>	The individuals or firms in a joint venture, consortium or association shall be jointly and severally liable.
<b>GCC 8.1</b>	<p>For <b>notices</b>, the Procuring entity's address shall be:</p> <p>Attention: PROCUREMENT UNIT</p> <p>Physical Address: INGCAMU BUILDING, MHLAMBANYATSI RD</p> <p>Town/City: MBABANE</p> <p>Postal Address: BOX 4469 MBABANE</p> <p>Country: ESWATINI</p> <p>Telephone: 24119000</p> <p>Electronic mail address: <a href="mailto:procurement@pspf.co.sz">procurement@pspf.co.sz</a></p> <p>For <b>notices</b>, the Provider's address shall be:</p> <p>Attention: -----</p> <p>Physical Address: -----</p> <p>-----</p> <p>Town/City: -----</p> <p>Postal Address: -----</p>

GCC clause reference	Special Conditions
	Country: ----- Telephone: ----- Electronic mail address: -----
<b>GCC 9</b>	The Governing law shall be the law of The Kingdom of Eswatini
<b>GCC 10.2</b>	The formal mechanism for the resolution of disputes shall be the Arbitration. Procuring entity shall discuss with the best evaluated tenderer on or before contracting on the appointment of an arbitrator for the contract.
<b>GCC 12</b>	Date of delivery shall be: ----- The shipping and other documents to be furnished by the Provider are: ----- The point of delivery shall be: -----
<b>GCC 15.2</b>	The price adjustment shall be: -----
<b>GCC 16.1</b>	The structure of payments shall be: -----
<b>GCC 16.3</b>	The payment period shall be: -----
<b>GCC 16.4</b>	The currency(ies) for payments shall be: -----
<b>GCC 17.1</b>	An advance payment guarantee <i>shall/shall not</i> be required. The period of validity of the Advance Payment Guarantee shall be: -----
<b>GCC 18.1</b>	The Provider shall be responsible for all taxes, import duties and levies imposed on the Provider except for the following: -----
<b>GCC 18.2</b>	The Procuring entity shall be responsible for all taxes, import duties and levies imposed by law in Eswatini on the Goods except for the following:
<b>GCC 19.1</b>	A Performance Security ----- be required. The amount of the Performance Security shall be: ----- The currency shall be: -----

GCC clause reference	Special Conditions
<b>GCC 19.3</b>	The forms of acceptable Performance Securities are: -----
<b>GCC 19.4</b>	Discharge of the Performance Security shall take place: -----
<b>GCC 24.2</b>	The packing, marking and documentation within and outside the packages shall be: -----
<b>GCC 25</b>	The insurance coverage shall/shall not be required: Where insurance coverage is required, the Goods shall be insured 110% of the total contract value.
<b>GCC 26</b>	The INCOTERMS shall be: -----
<b>GCC 28</b>	Liquidated Damages shall/shall not apply. The liquidated damage shall be: ----- % (per day/week) The maximum amount of liquidated damages shall be: -----
<b>GCC 29.3</b>	The period of validity of the Warranty shall be: -----
<b>GCC 29.5</b>	The period within which the Provider shall repair or replace defective Goods shall be: -----
<b>GCC 31(b)</b>	The amount of aggregate liability shall be: -----

**Section 9: Contract Forms**

**Table of Forms**

**Agreement ..... 69**  
**Performance Security..... 71**  
**Advance Payment Security ..... 72**



**Agreement**

**Procurement Reference No:**

THIS AGREEMENT entered into on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ between \_\_\_\_\_ of \_\_\_\_\_ (hereinafter "the Procuring entity"), of the one part, and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter "the Provider"), of the other part:

WHEREAS the Procuring entity invited Tenders for certain Goods and Related Services, viz., \_\_\_\_\_ and has accepted a Tender by the Provider for the provision of those Goods and Related Services in the sum of \_\_\_\_\_ (hereinafter "the Contract Price").

**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 Contract referred to.
2. In consideration of the payments to be made by the Procuring entity to the Provider as indicated in this Agreement, the Provider hereby covenants with the Procuring entity to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. The Procuring entity hereby covenants to pay the Provider in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the law specified in the Special Conditions of Contract on the day, month and year indicated above.

Signed by \_\_\_\_\_ (for the Procuring entity)



Name: \_\_\_\_\_

Position: \_\_\_\_\_

In the presence of:

Name: \_\_\_\_\_ Position: \_\_\_\_\_

\_\_\_\_\_

Signed by \_\_\_\_\_ (for the Provider)

Name: \_\_\_\_\_

Position: \_\_\_\_\_

In the presence of:

Name: \_\_\_\_\_ Position: \_\_\_\_\_

\_\_\_\_\_



*[The Performance Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign documents that are binding on the Financial Institution]*

**Performance Security**

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

Procurement Reference No: *[insert Procurement Reference Number]*

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

WHEREAS *[insert name complete of Provider]* (hereinafter "the Provider") has undertaken, pursuant to Contract No. *[insert number]* dated *[insert day, month and year]* to supply *[brief description of the Goods and Related Services]* (hereinafter "the Contract").

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Provider shall furnish you with a security *[insert type of security]* issued by a reputable guarantor for the sum specified therein as security for compliance with the Provider's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned *[insert complete name of Guarantor]*, legally domiciled in *[insert complete address of Guarantor]*, (hereinafter the "Guarantor"), have agreed to give the Provider a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Provider, up to a total of *[insert currency and amount of guarantee in words and figures]* and we undertake to pay you, upon your first written demand declaring the Provider to be in default under the Contract, without cavil or argument, any sum or sums within the limits of *[insert currency and amount of guarantee in words and figures]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the *[insert number]* day of *[insert month]*, *[insert year]*.

Name: *[insert complete name of person signing the Performance Security]*

In the capacity of *[insert legal capacity of person signing the Performance Security]*

Signed: *[signature of person whose name and capacity are shown above]*

Duly authorised to sign the Performance Security for and on behalf of: *[insert complete name of Financial Institution]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*



*[The Advance Payment Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign documents that are binding on the Financial Institution]*

**Advance Payment Security**

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

Procurement Reference No.: *[insert Procurement Reference Number]*

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

In accordance with the payment provision included in the Contract, in relation to advance payments, *[insert complete name of Provider]* (hereinafter called "the Provider") shall deposit with the Procuring entity a security consisting of *[indicate type of security]*, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of *[insert currency and amount of guarantee in words and figures]*.

We, the undersigned *[insert complete name of Guarantor]*, legally domiciled in *[insert full address of Guarantor]* (hereinafter "the Guarantor"), as instructed by the Provider, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the Provider, in the amount not exceeding *[insert currency and amount of guarantee in words and figures]*.

This security shall remain valid and in full effect from the date of the advance payment received by the Provider under the Contract until *[insert day, month and year]*.

Name: *[insert complete name of person signing the Payment Security]*

In the capacity of *[insert legal capacity of person signing the Payment Security]*

Signed: *[signature of person whose name and capacity are shown above]*

Duly authorised to sign the Payment Security for and on behalf of: *[insert complete name of the Financial Institution]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**Disclaimer**

*This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.*

