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TENDER NO: 02 of 2024/25

**TENDER FOR THE CONSTRUCTION OF EXHIBITION STANDS FOR
WORLD TRAVEL MARKET AFRICA (WTM) AND AFRICA TRAVEL
INDABA (ATI) TOURISM SHOWS FOR ESWATINI TOURISM
AUTHORITY FOR THE YEAR 2025**

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TERMS OF REFERENCE FOR THE CONSTRUCTION OF WTM AFRICA AND AFRICA TRAVEL INDABA EXHIBITION STANDS

PURPOSE	CONSTRUCTION OF WTM AFRICA AND AFRICA TRAVEL INDABA EXHIBITION STANDS
SUBMISSION DATE OF PROPOSALS	12/02/2025

1. BACKGROUND

The Eswatini Tourism Authority (ETA) is a Public Enterprise under the Ministry of Tourism and Environmental Affairs, established through the Tourism Authority Act, 2001. Its mandate is to promote Eswatini as a preferred tourist destination through various mediums including exhibition platforms regionally and internationally.

The Authority has purchased floor space at WTM Africa and Africa Travel Indaba Shows and is in the process to appoint companies that can supply modern custom made shell scheme designs for the exhibition shows. The shows are proposed to be held as follows: **WTM Africa 09th to 11th April 2025 in Cape Town- South Africa (CTICC) and Africa Travel Indaba 12th to 15th May 2025 in Durban-South Africa (DICC)**

2. INSTRUCTIONS TO CONTRACTORS

2.1 The ETA requests for proposals from experienced, reputable and properly registered local and international companies that can assist in constructing modern custom made shell scheme designs for WTM Africa and Africa Travel Indaba show.

2.2 Proposals should also include:

- A certified copy of a valid current Trading License, or equivalent for foreign Suppliers.
- Original and Valid Tax Compliance Certificate or equivalent for foreign suppliers
- A certified copy of an official statement of the Directors, alternative directors, managers and auditors of the company (for Eswatini firms: Form 'J');

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- A certified copy of an official statement of the annual summary of shares capital and shares (for Eswatini firms: Form 'C');
- Certificate of Incorporation
- Company profile & Evidence of previous similar work (3 testimonial letters with stand designs)
- Directors Identity documents
- Police clearance certificates for ALL Directors
- Proof of Payment of **E1 500/ZAR** for the tender document
- A certified copy of the Labour Compliance Certificate or equivalent for foreign Suppliers.
- Annexure Form A, B, C, D & E attached in the tender document

2.3 Quoted prices are to be stated in Emalangeni (E) or South African Rands (ZAR) and should remain fixed for the period of the contract. Prices should be inclusive of all relevant taxes. Any price variations will not be accepted. Where a brand name has been specified, it should be noted that it is for purposes of guidance only

2.4 Tender will be valid for a period of ninety (90) calendar days from the closing date of accepting the Tender. Any extensions required will be communicated to the bidders in writing.

2.5 ETA reserves the right to cancel, suspend or reject any tender submissions for any reason without divulging the reasons to any of the bidders. Notwithstanding anything in the foregoing, ETA is not bound to accept the lowest bid or to incur any expenses in the preparation of the tender submission.

2.6 SCOPE OF WORK AND SPECIFICATIONS

The contracted company will be expected to construct the stands using the following specifications:

3. AFRICA TRAVEL INDABA 2025 SPECIFICATIONS

Total floor space – 70m²

CUSTOM MADE STAND DESIGN

Custom made panels and graphics, 1 big mounted Television Set

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HIRE ELECTRICS

- 18 x down lights
- 18 x plug points
- 6 x hanging pendant lights
- 32-amp single phase distribution board

FLOORING

70m² of raised red-carpet flooring

HIRE FURNITURE

- 18x red custom tables
- 36x white cafe chairs
- 2 x white barstools
- 18 x A4 Perspex brochure holders for tables
- 4 x palm plants
- 2 x Large white dustbins
- 1 x large water dispenser

SHOPFITTING

- 6m back wall- 200mm depth with lockable storage facility
- 2 x shop fitted branded lockable reception counters
- 1 x lockable storage room painted
- 2 x shop fitted branded A4 brochure stands

OTHER GRAPHICS

- 18 x matt vinyl printed exhibitor fascia names for exhibitors
- 2 x Eswatini Logo
- 2 x vinyl cut out logo for reception counter
- 1 x branded ceiling hanging banner (all sides)
- 2 x website vinyl text

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3.1 WTM AFRICA SHOW 2024 SPECIFICATIONS

Total Floor Space - 27m²

CUSTOM MADE STAND DESIGN

Custom made panels and graphics, 1 mounted Television Set

HIRE ELECTRICS

- 10x down lights
- 10x plug points
- 32-amp single phase distribution board

FLOORING

27m² of red raised -carpet flooring

HIRE FURNITURE/AV

- 10 x red custom-made tables
- 16 x white cafe chairs
- 2 x branded brochure stands
- 1 x red barstool
- 10 x A4 Perspex brochure holders for tables
- 1 x Large white dustbin
- 2 x Palm plants

SHOPFITTING

- 1 x branded lockable reception counter

GRAPHICS

- 10 x matt vinyl printed exhibitor fascia names,
- 1x Eswatini logo

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- 1x vinyl cut out logo for reception counter
- 1 x ceiling hanging banner

4. EVALUATION OF BIDS

The evaluation of the submissions will be done in three parts:

- The compliance/preliminary assessment which carries no marks
- The technical evaluation stage carrying a weighting of 50%. A criterion for this evaluation is outlined in 5.
- Financial evaluation stage shall carry a weighting of 50% of the entire score.

The total score will then be computed by addition of the technical and financial scores.

5. EVALUATION CRITERIA FOR TECHNICAL PROPOSALS

Technical proposals will be evaluated on the following areas:

- Detailed Work plan (20%)
- Experience and knowledge in preparing Exhibition Stands (60%)
 - Attach minimum 3 testimonial/reference letters with stand designs
- Relevant experience of key team members (20%)
 - Minimum 3 years relevant working experience
 - Attach CV's of all Directors & Key Personnel (Form D attached)

Preference Margin for participation by Swazi Companies and Citizen Service Providers shall be awarded 5%.

Only entities who score a minimum of 70% technical score will qualify for the financial evaluation.

6. EVALUATION OF FINANCIAL PROPOSALS

The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as follows: $Sf = 100 \times Fm / F$, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

The weights given to the Technical and Financial Proposals are:

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T = 0.5

P = 0.5

7. SUBMISSION OF PROPOSALS

Technical proposal should be in a separate folder, different from the financial proposal, and each folder should be encrypted. Proposals should be submitted via we transfer to AA@tourismauthority.org.sz on or before **12th February, 2025 closing time 5:00pm**

Password for the technical proposal encrypted file should be emailed to AA@tourismauthority.org.sz **on the day of submission deadline before 5:00pm 12th February, 2025**. Password for financial proposals file will be requested by the procuring entity from those who passed the technical evaluation on the day of opening of financial proposals.

NB: Kindly send all documents via we transfer because of the size.

The physical address of the office is as follows:

**Eswatini Tourism Authority
4th Floor, North Wing Sibekelo Building 2
Mhlambanyatsi Road,
Mbabane
Eswatini**

8. Late submissions will not be accepted, telephone or fax submissions will also not be accepted. The bidder bears the responsibility of ensuring their submissions are delivered on time. ETA accepts no liability for delayed delivery of the submission.

9. Tender Opening

Tender Opening shall be done immediately after the deadline of submission of proposals. Financial proposals shall remain unopened until the date specified in the tender data sheet. All Tenderers have the right to attend the opening at their own expense. The Procuring Entity shall notify tenderers whose proposals are qualified for financial evaluation of the date and time set for opening of financial proposals. The Procuring Entity will also request tenderers to provide passwords for opening of the financial proposal documents by then. Minutes of the Tender Opening will be kept and copies provided to any interested party upon request.

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10. A non-refundable tender fee of **E1 500 which is equivalent to ZAR 1500** is payable to Eswatini Tourism Authority Account:

Account Holder: Eswatini Tourism Authority

Bank Name: NEDBANK

Branch Code: 360164

Bank Account Number: 20000155528

Type of Account: Current Account

Swift Code: NESWSZMX

Ref: Company Name

Late submissions will not be accepted, telephone or fax submissions will also not be accepted. The bidder bears the responsibility of ensuring their submissions are delivered on time. ETA accepts no liability for delayed delivery of the submission.

Any substantive queries regarding this tender should be reduced to writing and submitted to the Secretary to Tender Board on Tel: +26824049675, Email: AA@tourismauthority.org.sz no less than 7 days before the tender closing date, information requested by the tenderers will not be unreasonably withheld.

11. If for whatever reason it becomes necessary to make amendments or additions to the tender, an addendum will be issued to all the bidders.
12. A tenderer may modify, or withdraw the tender prior to the deadline for the submission of tenders without forfeiting its tender security unless otherwise stipulated in the invitation documents. The modification or notice of withdrawal shall be effective if it is received by the procuring entity prior to the deadline for submission of tenders.
13. Any entity that engages or attempts to unlawfully solicit information relating to this tender from ETA staff members will be disqualified and their submissions returned instantly.
14. All tender submitted and all other related information shall be treated with the strictest confidence and remains the property of ETA; none of the information shall be passed on to the third party unless otherwise required by Law.

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15. Any material deviation and failure to comply with the stipulated terms of reference may result in the loss of points or subsequent disqualification as relevant.
16. ETA may request to conduct a site inspection of the client's office and infrastructure during the assessment and adjudication process of the tender and request for a dummy presentation.
17. All Tenders must be written in English language.
18. **Duration of Contract** - Contract shall commence from award date until after both the shows have ended.
19. **CONTRACT AWARD PROCEDURES**
 - a) The awarding of contract shall be recommended to the best evaluated tenderers, as determined by the evaluation methodology and criteria specified in the invitation document.
 - b) The contract award decision shall be taken by the appropriate approvals authority.
 - c) Following the contract award decision, the procuring entity shall prepare a notice indicating the name of the best evaluated tenderer, the value of the proposed contract and any evaluation scores. The notice shall be sent directly to all tenderers who submitted tenders by letter and where appropriate, by fax or email; and through ESPPRA website.
 - d) The Authority shall allow a period of at least ten working days to elapse from the date of dispatch of the notice before a contract is awarded.

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ANNEXURES

FORM A

ESWATINI TOURISM AUTHORITY- COMMITMENT FORM

TENDER NO: 01 of 2024/25 TENDER FOR THE CONSTRUCTION OF WTM AFRICA AND AFRICA TRAVEL INDABA EXHIBITIONS STANDS FOR ESWATINI TOURISM AUTHORITY FOR THE YEAR 2025.

I (name of tenderer in full)..... hereby agree to deliver all goods and services at the same time without altering the tendered price I quoted during tender submission date.

Residential Address.....

Business Address.....

Postal Address.....

Telephone Number.....

Email Address.....

Name of person authorized to sign this tender:

NAME.....

SIGNATURE.....

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FORM B: BID SUBMISSION FORM

[Note to Tenderers: This Bid Submission Form should be on the letterhead of the Company and should be signed by a person with the proper authority to sign documents that are binding on the entity. It should be included by the tenderer with the submitted tender.]

[Location]

[Date]

Procurement Reference No: [Insert Tender number]

To: [Name and address of Procuring Entity]

Dear Sirs:

We, the undersigned, declare that:

- (a) We offer to provide the service for [insert a brief description of the tender] in conformity with your invitation to tender;
- (b) The schedule of prices of our proposal is attached.
- (c) Our tender shall be valid for a period of [specify the number of calendar days] days from the date fixed for the tender submission deadline in accordance with the Tender and it shall remain binding upon us, subject to any modifications resulting from negotiations, and may be accepted at any time before the expiration of that period;
- (d) We understand that you are not bound to accept any proposal that you receive;

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

Name: [insert complete name of person signing the proposal]

In the capacity of [insert legal capacity of person signing the proposal]

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

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

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FORM C: DECLARATION OF ELIGIBILITY

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

**To: The Chief Executive Officer
Eswatini Tourism Authority
P.O. Box A1030
Swazi Plaza
Mbabane**

Dear Sir

RE: TENDER NO: 01 OF 2024/25 TENDER FOR THE CONSTRUCTION OF WTM AFRICA AND TRAVEL INDABA EXHIBITION SHOWS FOR ESWATINI TOURISM AUTHORITY FOR THE YEAR 2025

We hereby declare that:

- a) I/We, including any joint venture partners or consortium partners, are a legal entity and have the legal capacity to enter into the contract.
- b) I/We are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended, and we are not the subject of legal proceedings for any of the foregoing.
- c) I/We have fulfilled our obligations to pay taxes and social security contributions.
- d) I/We have not, and our directors or officers have not, been convicted of any criminal offence related to our/their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings.
- e) I/We do not have a conflict of interest in relation to the procurement requirement.
- f) I/We do not have 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.
- g) I/We are not subject to suspension in accordance with section 55, and none of its directors or officers have been involved in a tenderer or supplier currently subject to suspension.

Signed

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Authorized Representative

Date

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FORMAT OF CURRICULUM VITAE (CV) FOR DIRECTORS/CONSULTANTS & KEY PERSONEL

Name of Consultant: _____ Profession: _____
_____ Date of _____

Birth: _____

Nationality: _____

Membership in Professional bodies: _____

Key Qualifications:

[Give an outline of experience and training most pertinent to tasks on assignment. Describe degree of responsibility held on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education, giving names of institutions, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Should be in relation to assignment given For experience in last ten years, also give types of activities performed and employers references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and experience.

Date: *Day/Month/Year* *[Signature of*

Consultant]

Full name of Consultant: _____

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FORM E- FINANCIAL PROPOSAL FORM (BREAKDOWN OF COSTS)

Name of Consultant

No.		Description	Unit Price	Quantity	Total in E/ZAR
I	Labour (*)				
Sub-Total (I)					
II	Material & Other costs				
Sub-Total (II)					
Grand Total (I+II)					

SIGNATURE OF CONSULTANT.....

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CONTRACT TERMS AND CONDITIONS

1. DEFINITIONS

1.1 In this Contract, the following terms shall be interpreted as indicated:

- a) “The Contract” means the agreement entered into between the Procuring Entity and the Tenderer, as signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “Services” means the work to be performed by the Supplier pursuant to this Contract.
- c) “The Contract Price” means the price payable to the Tenderer under the Contract for the full and proper performance of its contractual obligations.
- d) “Local Currency” means Lilangeni (SZL).
- e) “The Procuring Entity” means the Eswatini Tourism Authority, an organization purchasing the Goods.
- f) “Supplier” means any private or public entity that will provide the Services to the Authority under the Contract.
- g) “Effective Date” means the date on which this Contract comes into force and effect

2. APPLICATION

2.1 These Contract Terms and Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. STANDARDS

The Supplier shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Supplier shall always act, in respect of any matter relating to this Contract or to the

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Services, as faithful advisers to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub consultancies or third Parties.

4. USE OF CONTRACT DOCUMENTS AND INFORMATION

4.1 The Supplier shall not, without the Procuring Entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity in connection therewith, to any person other than a person employed by the Supplier, in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so as may be necessary for purposes of such performance.

4.2 The Supplier shall not, without the Procuring Entity's prior written consent, make use of any document or information enumerated in Clause 4.1 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, enumerated in Clause 4.1 shall remain the property of the Procuring Entity and shall be returned (in all copies) to the Procuring Entity on completion of the Supplier's performance under the Contract if so required by the Procuring Entity.

5. PATENT RIGHTS

5.1 The Supplier shall indemnify and hold harmless the Procuring Entity against all third-party claims of infringement of patent, trademark, industrial design, or intellectual property rights arising from use of the Goods or any part thereof.

6. PACKING

6.1 The Supplier shall provide such packing of the hardware as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The

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packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

6.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in any subsequent instructions given by the Procuring Entity.

7. DELIVERY AND DOCUMENTS

7.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier shall be specified in the Contract.

7.2 For purposes of the Tender, the trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms published by the International Chamber of Commerce, Paris.

8. INSURANCE

8.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the Contract.

9. TRANSPORTATION

9.1 Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Procuring Entity

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or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

9.2 Where the Supplier is required under the Contract to deliver the Goods CIP, transport of the Goods to the port of destination or such other named place of destination in Swaziland, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

9.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Eswatini, defined as the Project Site, transport to such place of destination in Eswatini, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.

10. WARRANTY

10.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that incorporate all recent improvements in design materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Entity's specifications) or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in Eswatini.

10.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment 22 from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the Special Conditions of Contract.

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10.3 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty.

10.4 Upon receipt of such notice, the supplier shall, within the period specified, and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Entity.

10.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in the Special Conditions of Contract, the Procuring Entity may proceed to take such remedial action as may be necessary at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under Contract.

11. PAYMENT

11.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the Contract document.

11.2 The Suppliers request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and upon fulfilment of other obligations stipulated in the Contract.

11.3 Payment shall be made promptly by the Procuring Entity, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier unless otherwise stated in the Contract.

12. PRICES

12.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the supplier in its tender.

13. CHANGE ORDERS

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13.1 The Procuring Entity may at any time, by a written order given to the, make changes within the general scope of the Contract in any one or more of the following:

- a) Drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity 23
- b) The method of shipment or packing;
- c) The place of delivery; and/or
- d) The Services to be provided by the Supplier.

13.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract. An equitable adjustment shall be made in the Contract price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Entity's change order.

14. CONTRACT AMENDMENTS

14.1 Subject to Clause 13, no variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

15. ASSIGNMENT

15.1 The Supplier may not assign, in whole or in part, its obligation to perform under this Contract except with the Procuring Entity's prior written consent.

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16. SUBCONTRACTS

16.1 The Supplier may not enter into any subcontract for performance hereunder unless the Procuring Entity shall have previously consented in writing to such consent or in the Contract, relieve the Supplier from any liability or obligation under the Contract.

17. DELAYS IN THE SUPPLIER'S PERFORMANCE

17.1 Delivery of the goods and performance of services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity.

17.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and Performance of Services, the supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of Suppliers' notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time of performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the contract.

17.3 Except as provided under Clause 24, a delay by the Supplier in the Performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to Clause 18, unless an extension of time is agreed upon pursuant to Clause 17.2 without the application of liquidated damages.

18. LIQUIDATED DAMAGES

18.1 Subject to Clause 17, if the Supplier fails to deliver the brochure within the period(s) specified in the contract, the Procuring Entity shall, without prejudice to its other remedies under the

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Contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 20%(percent) of the delivery price of the delayed goods or unperformed services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 60% (percent). Once the maximum is reached, the Procuring Entity may consider termination of Contract.

19. TERMINATION FOR DEFAULT

19.1 The Procuring entity without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this contract in whole or in part:

- a) If the Supplier fails to deliver the brochure within the period specified in the contract, or within any extension thereof granted by the procuring entity pursuant to Clause 17; or
- b) If the Supplier fails to perform any other obligation(s) under the contract.

19.2 In the event the Procuring entity terminates the contract in whole or in part, pursuant to clause 18.1, the Procuring Entity may procure, upon such terms and in manner as it deems appropriate, goods or services similar to those undelivered, and the supplier shall be liable to the procuring Entity for any excess cost for such similar goods or services. However, the supplier shall continue performance of the contract to the extent not terminated.

20. FORCE MAJEURE

20.1 Notwithstanding the provision of Clause 17, 18 and 19, the supplier shall not be liable for liquidated damages or termination for default if and to the extent that it's delay in performance or other failure to perform its obligation under the contract is the result of Force Majeure.

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20.2 For purposes of this Clause, “Force Majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include but are not restricted to, acts of Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

20.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligation under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

21. TERMINATION FOR INSOLVENCY

21.1 The procuring Entity may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity.

22. RESOLUTION OF DISPUTES

22.1 The Procuring entity and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement, disputes, or claim arising out of or in connection with the contract or the breach, termination, or validity thereof.

22.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Entity and the Consultancy have failed to negotiate such an amicable settlement, any dispute, controversy, or claim arising out of or in connection with this contract, or the breach, termination, or validity thereof, either party may require that the dispute be referred for resolution by final and binding arbitration.

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22.3 The arbitrator shall determine the matters in dispute in accordance with the laws in effect in Swaziland.

22.4 All notices to be given in connection with the arbitration shall be in writing and shall be effective upon receipt.

23. APPLICABLE LAW

23.1 The contract shall be interpreted in accordance with the laws and regulations in effect in the Kingdom of Eswatini

24. NOTICES

24.1 Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing by personal delivery, mail, or e-mail of facsimile and, if by email or facsimile, confirmed in writing to the other party's address specified in the special conditions of contract. Each party may change such address by notice to the other party.

24.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

25. TAXES AND DUTIES

25.1 The Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies incurred or imposed until delivery of the contracted Goods to the Procuring Entity.

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