



YOUTH ENTERPRISE REVOLVING FUND -YERF

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TENDER REFERENCE NUMBER: YERF RFP NO.4 OF 2020/2021

**INVITATION TO TENDER FOR THE REVIEW AND DEVELOPMENT OF A
NEW YOUTH ENTERPRISE REVOLVING FUND CORPORATE STRATEGY**

10 AUGUST 2020

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Youth Enterprise Revolving Fund

TENDER NO: 4 of 2020/2021 REVIEW AND DEVELOPMENT OF A NEW YOUTH ENTERPRISE REVOLVING FUND CORPORATE STRATEGY

1. BACKGROUND

The Youth Enterprise Revolving Fund (YERF) is a Category A Parastatal that was established by the Government of the Kingdom of Eswatini in 2009 in response to the vision of His Majesty King Mswati III. The company was established through legal notice No.179 of 2009. It is further regulated under the Public Enterprises (Control & Monitoring) Act of 1989. The Parastatal is under the Ministry of Sports Culture & Youth Affairs. The main purpose of the Fund is to promote youth employment and alleviate poverty among young people between the ages of 18 to 35 years old. The Fund aims to contribute to a solution to the challenge of high youth unemployment and high poverty rate.

2. THE MANDATE OF THE YOUTH FUND

To assist Swati youth to develop themselves economically. The Youth Enterprise Fund therefore seeks to:

- Empower the youth to engage in economic and commercial enterprises.
- Empowering the youth to be self-sustainable.
- Facilitating the provision of skills development for loan recipients.
- Providing capacity development and mentorship to youth owned enterprises
- Providing seed capital to the youth without the need for collateral
- Financing the growth of existing youth enterprises
- Improving linkages for youth enterprises with relevant stakeholders

3. GOVERNANCE

The Fund Management comprises of a multi-sectoral management advisory board at the governance level and the Fund Manager at the executive level. The advisory board reports directly to the Minister of Sports Culture and Youth Affairs as the shareholder representative.

The YERF 's strategy is expiring in **March 2021** and there is a need to Review and Develop and new three-year strategy (2022-2024)

4. INSTRUCTIONS TO TENDERERS

YERF wishes to invite reputable registered companies to submit proposals for the Review and Development of a new Youth Enterprise Revolving Fund Corporate Strategy.

- a. Consultants shall make a payment of a non-refundable tender fee of E500.00 to the following account number;

Account Name: Youth Enterprise Fund
Account Type: Corporate Current Account
Bank Name: Standard Bank
Account Number: 9110002748706
Branch Name: Mbabane
Swift Code: SBICSZMX

- b. The submission should follow a two envelope system as follows:
- Technical Submission
 - Financial Submission

Each part should be separately sealed in an envelope and the envelope containing each part should be clearly marked and labelled.

- c. Proposals should be submitted at the Youth Enterprise Revolving Fund Reception by the **5th October 2020** at 10:00am. The physical address to the office is as follows:

Youth Enterprise Revolving Fund
Rhus Office Park (Old MTN Headquarters)
Karl Grant Street, Mbabane

- d. 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; YERF accepts no liability for delayed delivery of the submission however caused.
- e. Proposal will be valid for a period of sixty (90) calendar days from the closing date of accepting the proposals. Any

extensions required will be communicated to the bidders in writing.

- f. Quoted prices are to be stated in Eswatini Lilangeni currency (SZL) 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.

- g. Submissions should also include the following:
 - i. Valid Trading license
 - ii. Certificate of Incorporation
 - iii. Form J & C
 - iv. Original and valid tax compliance
 - v. Company profile
 - vi. Directors I.D
 - vii. Police clearance certificate for ALL Directors
 - viii. Proof of payment for tender purchase at cost of E500.00

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

- i. Any substantive queries regarding this tender should be reduced to writing and **Email: info@yef.co.sz** by the **24th August 2020**. Information requested by the tenderers will not be unreasonably withheld.

- j. If for whatever reason it becomes necessary to make amendments or additions to the TORs, an addendum will be issued to all the bidders.

- k. Any entity that engages or attempts to unlawfully solicit information relating to this consultancy from YERF staff members will be disqualified and their submissions returned instantly.

- l. All proposals submitted and all other related information shall be treated with the strictest confidentiality and remains the property of YERF; none of the information shall be passed on to the third party unless otherwise required by Law.
- m. Any material deviation and failure to comply with the stipulated terms of reference may result in the loss of marks or subsequent disqualification as relevant.
- n. YERF may request to conduct a site inspection of the client's office and infrastructure during the assessment and adjudication process of the proposals and request for a dummy presentation.

5. SCOPE OF PROJECT

The scope of work for the Consultant will include but not be limited to:

- a. Review the vision and mission based on the YERF mandate;
- b. Undertake stakeholder mapping and analysis;
- c. Undertake a situation analysis of YERF operations to date;
- d. Through a consultative process and application of an appropriate tool of analysis, identify focus areas and develop strategic objectives and key result areas for the same;
- e. Review the institutional capacity, organizational set-up, financial and administrative systems against the YERF mandate and the identified strategic objectives and key result areas; and make recommendations, if any;
- f. Propose a strategy for achieving the strategic objectives and key results;
- g. Develop a Results and Resources Framework for the plan period;
- h. Develop a broad work plan to operationalize the strategic plan which should be costed

- i. Convene stakeholder meeting(s) to validate the draft Strategic Plan;
- j. Finalize Strategic plan and submit to YERF

6. DELIVERABLES

- a. Inception report including methodology for the exercise
- b. The A three-year strategic plan including a work plan, results and resources framework.
- c. Report on the process including stakeholder consultations and workshops.

7. INSTITUTIONAL ARRANGEMENTS

- a. The service provider must be a single legal entity with all other necessary expertise secured via sub-contract, or under a joint venture arrangement. YERF will enter into a single contract with a single entity for the delivery of the work set out in these tender documents.
- b. The Consultant will report to the Fund Manager/Chief Executive Officer
- c. YERF will provide all the documents and information necessary for the assignment.
- d. The YERF shall formally introduce the Consultant to all stakeholders

8. ASSIGNMENT PERIOD

The assignment will be undertaken within Three (3) months.

9. EXPERTISE

a. **Academic Qualifications:**

- At least a master's degree in a relevant field in the area of planning, public policy and development studies

b. **Experience:**

- i. At least five years' professional experience in strategic planning and management.
- ii. Demonstrated experience in working with government partners and other stakeholders in public sector development programs especially in the area of capacity development.
- iii. Demonstrated experience in carrying out a similar exercise for a development/micro finance institution.

c. **Skills and Competencies**

- i. Ability to work with minimal supervision;
- ii. High level written and oral communications skills in English.
- iii. Must be result-oriented, a team player, exhibiting high levels of enthusiasm, tact, diplomacy and integrity;
- iv. Demonstrate excellent interpersonal and professional skills in interacting with government and development partners;
- v. Skills in facilitation of stakeholder engagements/workshops;
- vi. Evidence of having undertaken similar assignments;
- vii. Experience in research, policy development, management and programming related work.
- viii.

10. EVALUATION OF BIDS

a. PRELIMINARY EXAMINATION

Prior to the detailed evaluation, the Procuring Entity will determine the substantial responsiveness of each Tender. For purposes of this clause, a substantially responsive Tender is one, which conforms to all the terms and conditions of the Invitation to Tender document without material deviations. The Procuring entity's determination of a Tender's responsiveness is based on the contents of the tender itself without recourse to extrinsic evidence.

If a Tender is not substantially responsive, the Procuring Entity shall reject it. The Tender must not subsequently be made responsive by the Tenderer by correction of the nonconformity. The Youth Enterprise Revolving Fund will examine the Tenders to determine, whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Tenders are generally in order. The Youth Enterprise Revolving Fund shall reject any Tender when:

- a) The Tenderer has failed to demonstrate an ability to perform according to the requirements indicated in the Invitation to Tender documents;
- b) The Tenderer refuses to accept the correction of an arithmetical error;
- c) The Tenderer is not substantially responsive to the requirements of the Invitation to Tender documents or the technical specifications;
- d) The Tenderer has failed to comply with a request for clarification of Tenders.
- e) If a Tender Security has been requested and this does not accompany the Tender.

11. EVALUATION OF TENDERERS

Tenders shall be evaluated using, but not limited to the following tender evaluation criteria:

Evaluation Criteria	Max Score	Score Awarded
<p>Company Profile: Provide company profile showing names of Directors, management team and general structure of the company and products or services offered.</p>	5	
<p>Experience:</p> <ul style="list-style-type: none"> • Similar work done for at least (5) state owned entities 3 of which must be in the last 3 years. Experience of doing similar work for at least 3 corporate entities outside the public enterprise environment over the last 3 years. • Experience of doing similar work for a development/micro finance institution • Provide recommendation letters from 3 reputable institutions/clients. 	15 10 5	
<p>Professional Qualifications:</p> <ul style="list-style-type: none"> • Relevant academic qualifications and experience of the team leader (highest qualification scored) • Relevant Professional /Academic qualifications of three other staff of the organization 	10 5	
<p>Methodology, approach and work plan: Statement (s) or description of the firm's technical capability to demonstrate an understanding of the category of interest Work plan showing how the work shall be accomplished.</p>	30 20	
TOTAL SCORE	100	

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

12. EVALUATION OF FINANCIAL PROPOSALS

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

Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) indicated in the Data Sheet: $S = S_t \times T\% + S_f \times P\%$. 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:

$$T = 0.7$$

$$P = 0.3$$

13. CONTRACT AWARD PROCEDURES

- a. The awarding of contract shall be recommended to the best evaluated tenderer, 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, but the award decision does not constitute a contract.
- 13.4 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.
- 13.5 The notice shall be
- a) Sent directly to all tenderers who submitted tenders by letter and where appropriate, by email; and,

- b) The Tender Committee shall allow a period of at least ten working days to elapse from the date of despatch of the notice before a contract is awarded.

14. NEGOTIATIONS

Expected address for contract negotiations: Mbabane Rhus Office Park (Old MTN Headquarters), Youth Enterprise Revolving Fund Offices

15. CLOSING DATE

- a.) The closing date for submission of proposals is the **5th October 2020 at 10.00am** Eswatini time. Submitted tenders will be soon after the deadline.
- b) Submitted Sealed Proposals should be clearly marked **“Proposal for Review and Development of a new YERF Corporate Strategy”** and addressed:

**Chief Executive Officer
Youth Enterprise Revolving Fund
P. O. Box 6557**

Mbabane

- c.) No proposals received after the deadline will be accepted.
- d.) No electronic submissions will be accepted. Late, incomplete, telephoned or telegraphic tenders will not be considered.

FORM A

YOUTH ENTERPRISE REVOLVING FUND - COMMITMENT FORM

REQUEST FOR PROPOSAL NO: 4 OF 2020/2021 Review and Development
of a new Youth Enterprise Revolving Fund 's Corporate Strategy.

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.....

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]

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
Youth Enterprise Revolving Fund
P. O. BOX 6557
Mbabane**

Dear Sirs,

RE: REQUEST FOR PROPOSAL NO: 4 OF 2020/2021 Review and Development of a new Youth Enterprise Revolving Fund's Corporate Strategy.

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
Authorized

Representative Date
.....
.....

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 consultant 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 Youth Enterprise Revolving Fund, an organization requesting for the proposal.

- f) "Supplier" means any private or public entity that will provide the Services to the fund 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 Consultant shall perform the consulting work 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 Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Procuring Entity, and shall at all times support and safeguard the Fund's legitimate interests in any dealings with Sub consultancies or third Parties

4. USE OF CONTRACT DOCUMENTS AND INFORMATION

- 4.1 The Consultant 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 Consultant, 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 Consultant 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 Consultant 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. DELIVERY OF DOCUMENTS

- 6.1 Delivery of the documents shall be made by the Consultant in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Consultant shall be specified in the Contract.
- 6.2 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.

7. PAYMENT

- 7.1 The method and conditions of payment to be made to the Consultant under this Contract shall be specified in the Contract document.
- 7.2 The Consultant request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Services performed, and upon fulfilment of other obligations stipulated in the Contract.
- 7.3 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 Consultant unless otherwise stated in the Contract.

8. PRICES

- 8.1 Prices charged by the Consultant for Services performed under the Contract shall not vary from the prices quoted by the Consultancy in its tender.

9. CONTRACT AMENDMENTS

- 9.1 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.

10. ASSIGNMENT

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

11. SUBCONTRACTS

- 11.1 The Consultant 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 Consultant from any liability or obligation under the Contract.

12. DELAYS IN THE CONSULTANT PERFORMANCE

- 12.1 Performance of services shall be made by the Consultant in accordance with the time schedule prescribed by the Procuring Entity.
- 12.2 If at any time during performance of the contract, the consultant or its subcontractor(s) should encounter conditions impeding timely delivery of the Performance of Services, the consultant 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 Consultant' notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Consultant'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.
- 12.3 Except as provided under Clause 12, a delay by the Consultant in the Performance of its delivery obligations shall render the Consultant liable to the imposition of liquidated damages pursuant to Clause 13, unless an extension of time is agreed upon without the application of liquidated damages.

13. LIQUIDATED DAMAGES

13.1 Subject to Clause 17, if the Consultant fails to deliver the work within the period(s) specified in the contract, the Procuring Entity shall, without prejudice to its other remedies under the Contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 20%(percent) of the proposed cost of 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.

14. TERMINATION FOR DEFAULT

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

14.1.1 If the Consultant fails to deliver the work within the period specified in the contract, or within any extension thereof granted by the procuring entity pursuant to Clause 17; or

14.1.2 If the Consultant fails to perform any other obligation(s) under the contract.

14.2 In the event the Procuring entity terminates the contract in whole or in part, pursuant to clause 13.1, the Procuring Entity may procure, upon such terms and in manner as it deems appropriate, goods or services similar to those undelivered, and the consultant shall be liable to the procuring Entity for any excess cost for such similar services. However, the consultant shall continue performance of the contract to the extent not terminated.

15. FORCE MAJEURE

15.1 Notwithstanding the provision of Clause 12, 13 and 14, the consultant 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.

- 15.2 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
- 15.3 If a Force Majeure situation arises, the Consultant 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 Consultant 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.

16. TERMINATION FOR INSOLVENCY

- 16.1 The procuring Entity may at any time terminate the Contract by giving written notice to the Consultant if the Consultant becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Consultant, 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.

17. RESOLUTION OF DISPUTES

- 17.1 The Procuring entity and the Consultant 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.

- 17.2 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.

17.3 The arbitrator shall determine the matters in dispute in accordance with the laws in effect in the Kingdom of Eswatini.

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

18. APPLICABLE LAW

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

19. NOTICES

19.1 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 or 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.

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

20. TAXES AND DUTIES

20.1 The Consultant 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.