



P.O.BOX D361 THE GABLES. ESWATINI.TEL: (+268) 2333 5000

Fax (+268) 25184199

## ESWATINI CIVIL AVIATION AUTHORITY

REQUEST FOR PROPOSALS FOR THE PROVISION OF LEGAL SERVICES TO ESWATINI  
CIVIL AVIATION AUTHORITY

TENDER NUMBER: 1 OF 2024/25

DECEMBER 2024

RE-ADVERTISEMENT

### **NAME OF TENDERER**

.....

(Tenderer to fill using block letters)

The Secretary to the Tender Committee

Eswatini Civil Aviation Authority

**Disclaimer** P.O. Box D361

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 representation 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.



**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.*



**ESWATINI CIVIL AVIATION AUTHORITY**

**INVITATION FOR PROPOSALS**

**REQUEST FOR PROPOSALS FOR PROVISION OF LEGAL SERVICES TO ESWATINI CIVIL AVIATION  
AUTHORITY**

**TENDER NO. 1 OF 2024/25**

1. Proposals are hereby invited from suitably qualified Service Providers to undertake the provision of legal services to Eswatini Civil Aviation Authority.
2. Completed Tender Documents shall be delivered in a sealed envelope to:

**The Secretary to the Tender Board**  
**ESWATINI CIVIL AVIATION AUTHORITY**  
**Matsapha Airport**  
**P.O Box D361**  
**The Gables**

Not later than 12 noon Eswatini time on **20 January 2025**

3. On the outside, the envelope shall be clearly marked:

**“CONFIDENTIAL”**

**TENDER NO. 01 OF 2024/25**

**REQUEST FOR PROPOSALS FOR THE PROVISION OF LEGAL SERVICES TO ESWATINI CIVIL  
AVIATION AUTHORITY (LOT 1 OR LOT 2)**

**NB: Technical proposals must be accompanied by financial proposals in separate sealed envelopes.**

5. The Eswatini Civil Aviation Authority does not bind itself to accept the lowest or any tender and reserves the right to reject any or all tenders.

**BY MANAGEMENT**

**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.*



## Letter of Invitation

Dear Sir /Madam,

The ESWATINI CIVIL AVIATION AUTHORITY hereby seeks the services of a reputable service provider for the PROVISION OF LEGAL SERVICES TO ESWATINI CIVIL AVIATION AUTHORITY.

1. A supplier will be selected under Quality & Cost-based Selection (QCBS) and procedures described in this TOR.
2. The RFP includes the following documents:
  - Section 1 - Instructions to Tenderers
  - Section 2 – Form of tender and qualification information
  - Section 3 – Terms of Reference
  - Section 4 – General conditions of contract.
  - Schedule A – Technical evaluation sheet.

Please note that ESWACAA reserves the right to accept or reject all or any of the bids. For any clarifications, contact the Procurement Manager at [mzimkhulu@eswacaa.co.sz](mailto:mzimkhulu@eswacaa.co.sz) before the 13<sup>th</sup> of January 2025.

**BY MANAGEMENT**

### 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.*



## SECTION 1

### Instruction to Tenderers

#### 1.1 Qualification of the bidder.

All service providers shall include the following information and documents with their bids;

- (a) Proof of compliance to the Legal Practitioner's Act,
- (b) Tax Compliance Certificate,
- (c) Fidelity Certificate
- (d) Police Clearance Certificates for Directors/ Partners (must be acquired within the last 12months) (Or Affidavit),
- (e) Labour Compliance Certificate, and Tender Purchase Receipt.
- (f) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business;
- (g) Written power of attorney of the signatory of the bid to commit the bidder;
- (h) Total monetary value of similar work performed for each of the last three years;
- (i) Experience in works of a similar nature and size for each of the last three years and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts;

#### 1.2 One bid per

Each service provider shall bid for only one lot.

##### 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.*



**Lot.**

**1.3 Cost of  
bidding.**

The service provider shall bear all costs associated with the preparation and submission of his bid, and the employer will in no case be responsible or liable for those costs.

**1.4 Content of  
Bidding  
Documents.**

The set of bidding documents comprises the documents listed below and any addenda issued:

Invitation to bid

Instructions to bidders

Forms of bid and qualification Information

Conditions of contract

**1.5 Clarification  
of bidding  
documents.**

A prospective service provider requiring any clarification of the bidding documents may notify the ESWACAA in writing or by email at the address indicated in the invitation to bid. The employer will respond to any request for clarification received earlier than 7 days prior to the deadline for submission of bids. Copies of the employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source. The Language to be used is English and currency will be Emalangeni.

**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.*



**1.6 Amendment  
of bidding  
Documents.**

Before the deadline for submission of bids, the employer may modify the bidding documents by issuing an addendum.

Any addendum issued shall be part of the bidding documents and shall be communicated in writing or by email to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by email to the ESWACAA.

To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, ESWACAA shall extend, as necessary, the deadline for submission of bids.

**1.7 Documents  
comprising  
the bid.**

The bid submitted by the bidder shall comprise the following:

- (a) The bid
- (b) Qualification Information Form and any other materials required to be completed and submitted by bidders, as specified in these instructions to Bidders.

**1.8 Bid prices.**

The Contract shall be for the whole project, based on the bid price submitted by the bidder.

All duties, taxes, and other levies payable by the service provider

under the Contract, shall be included in the total bid price submitted by the bidder. The prices quoted by the bidder

**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.*





**shall not be subject** to adjustment during the performance of the Contract.

**1.9. Bid validity** Bids shall remain valid for a period of 60 days from date of tender opening. In exceptional circumstances, the ESWACAA may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request without forfeiting the bid Security. A bidder agreeing to the request will not be required or permitted to otherwise modify the bid, but will be required to extend the validity of bid security for the period of the extension.

**1.10. Format and signing of bid** The bidder shall prepare one original of the documents comprising the bid as described in these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit TWO (2) copy of the Bid, and clearly marked as "COPY." In the event of discrepancy between them, the original shall prevail. The copies are to be used as working documents while the Originals will be kept by the ESWACAA for record purposes.

The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. **All pages of the bid where entries or amendments have been**

**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.*





**made shall be initialed by the person or persons signing the Bid.**

The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case **such corrections shall be initialed by the person or persons signing the Bid.**

### **1.11. Sealing and marking of bids**

The bidder shall seal the original and the copy of the Bid in two separate envelopes duly marking the envelopes as "ORIGINAL" and "COPY" respectively.

The envelopes shall;

- be addressed to the ESWACAA at the address provided in the tender advertisement.
- bear the name and identification number of the Tender as defined.
- provide a warning not to open before the specified time and date for Bid opening.
- Envelopes of Financial proposals must have a name of the Company on the Envelope.

In addition to the identification required, the envelopes shall **indicate the name and address of the bidder** to enable the bid to be returned unopened in case it is declared late.

If the envelopes are not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

**Technical and Financial proposals shall be submitted in separate envelopes.**

#### **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.*



The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked **“TECHNICAL PROPOSAL”** Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked **“FINANCIAL PROPOSAL”** followed by the name of the assignment, and with a warning **“DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”** The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. The outer envelope shall bear the submission address, reference number and be clearly marked **“DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED NOT LATER THAN 12 NOON LOCAL TIME ON THE 20<sup>th</sup> of January 2025”**.

#### **1.12. Deadline for sub-mission of bids**

Bids shall be delivered to the employer at the address specified in the tender advertisement and no later than the time and date specified.

The employer may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

#### **1.13. Late Bids**

Any bid received by the employer after the prescribed deadline will be returned unopened to the bidder.

#### **1.14. Bid opening** **1.14.1 Technical Proposal Opening**

The ESWACAA will open Technical Proposal bids, in the presence of the bidders' representatives who choose to attend at the time and in the place specified in the tender advertisement.

##### **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.*



The presence or absence of **bid security** documents defining the constitution or **legal status** (e.g., valid trading license/, tax clearance certificate etc.) will be announced by the Employer at the opening.

The Employer will also check for **proof of official purchase and payment** of the tender documents and companies or suppliers are urged to attach copies of the purchase receipts. The Employer will prepare a record of the opening.

## 1.14.2 Financial

### Proposal Opening

Financial Proposals opening will occur after Technical Evaluation has been concluded and will only be for those tenderers whose bids would have achieved the qualification score for financial proposal. At the financial proposal opening meeting, the employer will open financial bids in the presence of the bidder's representatives who choose to attend at the time and place that will be communicated by the Secretary to Tender Board to those qualified bidders. The Entity Tender Board shall announce the financial proposals to those present and record them. Thereafter the financial proposal will be handed to the Evaluation Committee for financial proposal evaluation.

## 1.15. Process to be confidential

Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the

### 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.*



successful bidder has been announced. Any effort by a bidder to influence the ESWACAA official(s)'s processing of bids or award decisions will result in the rejection of the bid.

#### **1.16. Clarification of bids**

To assist in the examination, evaluation, and comparison of bids, the employer may, at the ESWACAA's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates.

The request for clarification and the response shall be in writing, or email, but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the employer in the evaluation of the bids.

#### **1.17. Correction of errors**

Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.

##### **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.*



The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, **with the concurrence of the bidder**, shall be considered a binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected.

**1.18.  
Evaluation  
and award  
criteria**

The employer will evaluate and award only those bids determined

to be substantially responsive to the bidding documents.

**1.18.1 Intention to  
Award**

All bidders are required to provide their email addresses to the Authority through which they will be notified of the intention to award on the day that the intention is sent to Eswatini Public Procurement Regulatory Agency (ESPPRA).

The Employer shall allow a period of at least ten(10) **working** days to elapse from the date of despatch and publication of notice of intention to award, before contract is awarded.

**1.19. Employer's right  
to accept any bid  
and to reject any or  
all bids**

The employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior

to the award of contract, without thereby incurring any liability to the

affected bidder or bidders or any obligation to inform the affected

bidder or bidders of the grounds for the Employer's action.

**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.*



**1.20 Evaluation methodology** The evaluation of methodology used will be the **Quality Cost Based Selection**. Financial evaluation criteria: On Cost/Rates Proposed, the Bidder with the lowest cost/rates proposed is given maximum points, and then a percentage ratio formula is applied to remaining Bidders. 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 = 1) 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:  
 $T = 0.7, P = 0.2$ .

A Preference margin of 10% shall be given to local companies (at least 60% of controlling shares owned by Eswatini Citizens and those fully registered in Eswatini) by adding 10% to the evaluated price of other tenderers who are not eligible for the preference in accordance with Part IV 12 (1) of the Public Procurement Regulations, 2020. Foreign companies who subcontract or partner with Swati Companies shall also be afforded a 6.5% preference margin on financial evaluation.

## 1.21 Language and Currency

### 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.*





The Tender document as well as all other correspondence and documents relating to the tender exchanged by the Tenderer and ESWACAA shall be written in the English language and the currency shall be Lilangeni.

## 1.22 Withdrawals

Tenderers may modify or withdraw the tender prior to the deadline for the submission of tenders. The modification or notice of withdrawal shall be effective if it is received by the Authority prior to the deadline for submission of tenders.

## 1.23 Non-conformities, Errors and Omissions

Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformities or omissions in the Tender that do not constitute a material deviation.

Provided that a Tender is substantially responsive, the Procuring Entity 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.

Provided that the Tender is substantially responsive, the Procuring Entity shall correct arithmetical errors on the following basis:

### 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.*





(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 the Procuring Entity 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.

## 1.24 Preliminary Examination of Tenders

The Procuring Entity shall examine the Tenders to confirm that all documents and technical documentation requested in have been provided, and to determine the completeness of each document submitted.

## 1.25 Responsiveness of Tenders

### 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.*



The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself.

A substantially responsive Tender is one that conforms to all the terms, conditions, and specifications of the Tendering 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 Tendering Documents, the Procuring Entity'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.

If a Tender is not substantially responsive to the Tendering Documents, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation, or omission.

## 1.26 Examination of Terms and Conditions

The Procuring Entity shall examine the Tender to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by

### 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.*



the Tenderer without any material deviation or reservation.

The Procuring Entity shall evaluate the technical aspects of the Tender to confirm that all requirements specified in Section VI, Schedule of Requirements of the Tendering Documents have been met without any material deviation or reservation.

If, after the examination of the terms and conditions and the technical evaluation, the Procuring Entity determines that the Tender is not substantially responsive, it shall reject the Tender.

## 1.27 Evaluation of Tenders

The Procuring Entity shall evaluate each Tender that has been determined, up to this stage of the evaluation, to be substantially responsive.

To evaluate a Tender, the Procuring Entity shall only use all the factors, methodologies and criteria defined. No other criteria or methodology shall be permitted.

To evaluate a Tender, the Procuring Entity shall consider the following:

(a) evaluation will be done for Items or Lots, as specified in the TDS; and the Tender Price.

## 1.28 Award Criteria

The Procuring Entity shall award the Contract to the Tenderer whose offer has been determined to be the best-evaluated Tender and is substantially responsive to the Tendering Documents, provided

### 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.*



further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

## SECTION 2.

### Form of Tender, Qualification Information, Letter of Acceptance and Agreement

#### 2.1. Form of Tender

**Project Title: REQUEST FOR PROPOSALS (RFPs) FOR PROVISION OF LEGAL SERVICES TO ESWATINI CIVIL AVIATION AUTHORITY**

**Contract No: Tender NO 1 of 2024/2025**

To: The Secretary to the Tender Board  
ESWATINI Civil Aviation Authority  
Matsapha International Airport  
P.O. Box D361  
The Gables

Sir/Madam

We, the undersigned, offer to provide **“LEGAL SERVICES TO ESWATINI CIVIL AVIATION AUTHORITY”** in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We hereby submit our Proposal, which includes this Technical Proposal, and our Financial Proposal sealed under a separate envelope. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposal. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the services and fulfill the terms and conditions related this contract. We understand you are not bound to accept any Proposal you receive.

We remain,

Yours faithfully,

.....

Date.....

#### 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.*



Contact Numbers.....  
Tel.....  
Email.....  
Authorized Signature.....

## 2.2. Qualification Information

The Bidder shall supply the following information;

1. Constitution or legal status of Bidder: *[attach copy]*
2. Power of attorney of signatory of Bid: *[attach]*
3. Legal services work related to this project performed in the last three years,

Project name	Name of client and contact person	Type of work performed and year of completion	Value of contract
(a)			
(b)			
(c)			
(d)			

- 4 Experience of key personnel proposed for administration and execution of the contract. Attach curriculum vitae data.

### 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.*



Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			
(c)			
(d)			

### SECTION 3

#### TERMS OF REFERENCE

#### REQUEST FOR PROPOSALS FOR PROVISION OF LEGAL SERVICES TO ESWATINI CIVIL AVIATION AUTHORITY

##### 1. BACKGROUND

The Authority seeks to hire a Service Provider for the Provision of Legal Services to Eswatini Civil Aviation Authority, for which this Request for Proposals (RFP) is issued. Service Providers are to submit proposals for provision of the above service to the Authority.

The Authority was set up in 2009 and its main objectives is to regulate the air transport industry, operate government owned airports and provide Air Navigation Services in the Kingdom. The Authority is also responsible for the promotion of safe, secure, regular, and efficient air transport services to, from and within Eswatini as outlined in the Civil Authority Act No. 4 of 2022.

##### 2. PROJECT SUMMARY

Service Providers are to submit proposals for providing Legal Services in accordance with the following;

##### **LOT 1: Legal services pertaining to corporate law**

- Review drafts of contracts and lease agreements.
- Advise on legal issues related to legislation drafting.
- Defend or institute lawsuits, administrative claims, or other legal claims.

##### **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.*





- d) Provision of advice or guidance on any other matters related to corporate law.

#### **LOT 2: Legal services pertaining to labour relations**

- a) Advise on individual labour and employments matters.
- b) Advise on Human Resources policies and/or procedures.
- c) Advise on court processes, i.e subpoenas, court orders and request information by third parties.
- d) Advise on legislation applicable to the Authority as State-Owned Enterprise.
- e) Defend or institute lawsuits, administrative claims, or other legal claims.
- f) Provision of advice or guidance on any other matters related to labour law.

### **3. MINIMUM REQUIREMENTS**

The following minimum requirements have been established as a basis for determining the eligibility of the proposing Service Provider.

- 3.1 Have at least five years of experience in conducting litigation services including offering of legal opinion and/or advice.
- 3.2 Possess all professional qualifications and credentials necessary to perform the services specified under this RFP.
- 3.3 Provide a minimum of 5 credible letters of references for services rendered.
- 3.4 Proof of local existing and operational law firm.
- 3.5 Proof of good standing with the Law society of Swaziland.

### **4. SPECIFIC REQUIREMENTS**

- 4.1 The selected Service Providers will be responsible for representing Eswatini Civil Aviation Authority in Court Proceedings acting upon instructions received.
- 4.2 The selected Service Providers will be responsible for representing Eswatini Civil Aviation Authority in quasi-judicial forums acting upon instructions received.
- 4.3 The selected Service Providers shall provide legal advice and/or opinion acting upon instructions received.
- 4.4 The Service Providers will be expected to submit updates and/or Reports on instructions received.
- 4.5 The best evaluated Service Providers will be required to sign an Agreement for the provision of Legal Services for a duration three (3) years.

#### **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.*





## 5. EXPECTED OUTPUTS

Service Providers are to submit proposals for providing Legal Services in accordance with the following throughout the life of the contract term.

### 5.1 Reports

The service provider shall develop quarterly on the status of legal proceedings and annual correspondence to external auditors on the status of litigation undertaken during the year.

### 5.2 Management of meetings

The service provider shall be required to initiate management meetings at bi-annual intervals per a calendar year for effective management of the Service Level agreement/contract.

### 5.3 Contract Reviews

The ESWACAA and Legal service provider shall review implementation of the contract on annual basis.

## 4. APPLICATION

### a) Technical Proposal

1. **Experience in provision of legal services:** The service provider will be evaluated based on their experience in provision of legal services. Those with 5 years or more of experience will receive a score of 15, while those with less than 5 years of experience will receive a score of 10 or less
2. **Similar Works Reference:** The service provider will be assessed based on their previous contracts and references for similar works. The evaluation will consider the number and quality of written references provided. A maximum score of 25 will be assigned to suppliers who can provide references from five (5) previous contracts.
3. **Qualifications of Partners and Associates:** The qualifications of the Partners and Associates will be evaluated based on their possession academic qualifications (Minimum LLB or equivalent). Tenderers who meet this requirement will receive a score of 15.
4. **Detailed Work Plan:** The service provider will be evaluated based on the submission of a detailed work plan. The work plan should outline the proposed approach, methodologies, and timelines for executing the legal services. A maximum score of 30 will be assigned to suppliers who provide a comprehensive and well-structured work plan.
5. **Record Maintenance and Reporting:** Tenderers will be assessed based on their ability to maintain records and submit quarterly and annual reports. A score of 15 will be assigned to suppliers who provide a clear and comprehensive plan for record maintenance and reporting.

#### 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.



## SECTION 4

### SPECIAL CONDITIONS OF CONTRACT

A. General	
<b>GCC 1.1 (o)</b>	The Employer is : <b>Eswatini Civil Aviation Authority</b>
<b>GCC 1.1 (r )</b>	The duration of the engagement shall be : <b>3 years</b>
<b>GCC 1.1(u)</b>	The Project Manager is: <b>The Manager Legal Services, Eswatini Civil Aviation Authority</b>
<b>GCC 1.1 (z)</b>	The start date shall be: <b>After Receipt of the Appointment letter</b>
<b>GCC1.2</b>	Each service provider is to submit for only one lot
<b>GCC 14.1</b>	Site Investigation Reports are: <b>Not Applicable</b>
<b>GCC 21.1</b>	The Site Possession Date(s) shall be: <b>N/A</b>

#### 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.



<b>B. Time Control</b>	
<b>GCC 27.1</b>	The Service Provider shall submit for approval a work plan with timelines within 10 working days from receipt of Letter of Appointment.
<b>D Cost Control</b>	
<b>GCC 47.1</b>	The Service Provider is subject to price adjustment should there be a significant increase due to exchange rates before the contract engagement.

## DECLARATION OF ELIGIBILITY

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

[>>>Name of Company, Address, and Date>>>]

To: **The Secretary to the Tender Board,  
Eswatini Civil Aviation Authority  
P.O BOX D361  
THE GABLES  
H126**

### 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.



Dear Sirs,

Re Tender Reference: 01 of 2024/2025

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.
- (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; and directors police clearances are attached; and
- (e) I/We do not have a **conflict of interest** in relation to the procurement requirement.

Signed .....

Authorised Representative

Date .....

**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.*



## EVALUATION SHEET

Evaluation Criteria	Yes	No
<b>1. Required Documents</b> <ul style="list-style-type: none"> <li>• Original and valid tax compliance certificate,</li> <li>• Certificate of incorporation</li> <li>• Valid ENPF compliance certificate or equivalent</li> <li>• Compliance to the Law Practitioners Act/ Fidelity Certificate,</li> <li>• Valid Labour compliance certificate,</li> <li>• Police clearances for Partners</li> <li>• Power of Attorney</li> <li>• Law Firm Profile</li> </ul>		
Evaluation Criteria	Weighting	

### 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.



<b>2. Competency and Capability of the Law Firm</b> <ul style="list-style-type: none"> <li>• Experience in the provision of Legal service provision (15)</li> <li>• Similar works reference from five (5) previous contracts (20)</li> <li>• CVs and certified copies of academic certificates of the Partner(s) and Associates (15)</li> <li>• Proof of office location (5)</li> </ul>	55	
<b>3. Methodology (Proposed framework and work plan)</b> <ul style="list-style-type: none"> <li>• A detailed work plan (30)</li> <li>• Demonstrate how they will maintain records and submit quarterly and annual reports (15)</li> </ul>	45	
<b>TOTAL</b>	100	

**NB: The combined scores will be as follows:**

Technical Proposal = 70%

Financial Proposal = 30%

**For the Financial Proposal to be opened by the ESWACAA, the Service Provider must score 70% and above. If the Service Provider is below the 70% threshold, the Financials for that particular Service Provider will not be opened.**

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 = 1) indicated in the Data Sheet:

$$S = St \times T\% + Sf \times P\%.$$

The Technical weights given to Technical and Financial Proposals is

T = 0.7 (70%)

P = 0.3 (30%)

**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.*



## **FINANCIAL PROPOSAL**

### **Pricing Model**

<b>Resource (s)</b>	<b>Years of experience</b>	<b>Hourly rate per Resource</b>
1. Managing Partner /Senior Partner		
2. Senior Associate		
3. Junior Associate		
4. Candidate Attorney		

**NB: 1. All rates must be VAT exclusive and quoted in Emalangeni.**

**The hourly rate of the Managing Partner shall be considered for Evaluation Purposes.**

**Submitted in a sealed envelope separate from the technical proposal.**

### **Section 5. STANDARD FORM OF CONTRACT**

**AGREEMENT ENTERED INTO BY AND BETWEEN:**

**ESWATINI CIVIL AVIATION AUTHORITY**

(Hereinafter called the "Authority") with its Head Office at Matsapha Airport, Matsapha Airport Road, Matsapha. The Authority duly represented by the Director General authorized by section 31 (4) (b) of the Civil Aviation Act No. 4 of 2022, hereinafter referred to as the Act.

#### **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.*





And

\_\_\_\_\_  
(Hereinafter called the "Service Provider") with the principal place of business at

\_\_\_\_\_  
The "Service Provider" duly represented by

\_\_\_\_\_ who warrants that  
he/she is so authorized.

## **Agreement for the PROVISION OF LEGAL SERVICES TO ESWATINI CIVIL AVIATION AUTHORITY**

### **THE AGREEMENT**

#### **1. Appointment**

The Authority hereby appoints ..... (Proprietary) Limited who accepts such appointment, to provide services as outlined in Clause 4 of this Agreement.

#### **5. Duration**

This Agreement shall endure for a period of (3) years commencing  
.....20..... to .....20.....

#### **6. Fees and Payment Terms**

The Authority will pay to the Service Provider, on approval of each stage of the project activities, throughout the full term of the Agreement, amounts consisting of the following:

- 3.1 An amount of E..... (in words) towards the overall costs of the services rendered.
- 3.2 3.2 The payment shall be made within thirty (30) days after receipt of an invoice or on or before the 5th day of the following month.

#### **7. Scope of Services**

During the currency of the Agreement, the Service Provider shall provide legal services. Should either Party wish to propose any change to the scope of services, such Party shall provide the other Party with a written proposal of such a change.

#### **8. Service Levels**

##### **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.*



The Service Provider undertakes that in providing the services to the Authority it will comply with the scope of services as outlined in Clause 4.

## **9. Warranties**

The Service Provider warrants that:

6.1 It shall use and adopt professional standards and provide the services with due care, skill and diligence;

6.2 The services shall be delivered in accordance with the schedule with which both Parties shall agree to, and the service provider shall be prompt and punctual at all times.

6.3 The service provider shall at the end of the contract, produce a documented comprehensive report on the exercise.

## **7. Obligations**

7.1 The Service Provider undertakes:

7.1.1 To provide legal services to ESWACAA within the specified time frame;

7.1.2 Develop a programme/workplan of implementation;

7.1.3 Deliver a comprehensive report of the activities undertaken.

7.2 The Authority undertakes: 7.2.1 To facilitate a conducive environment for the provision of the legal services;

7.2.2 Avail and designate an Officer who will ensure that the provision of the services is conducted in an appropriate and conducive manner.

## **8. Force Majeure**

Neither party shall be under any liability to the other by reason of non-performance or delay in performance of any obligation hereunder caused by Force Majeure, to the extent that non-performance or delay is attributable to such Force Majeure and only for the duration of the Force Majeure and the effect upon its ability to perform its obligations hereunder. As used herein, the term Force Majeure shall mean and include, but shall not be limited to, any acts

### **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.*



of God, explosion, fire, flood, perils of the sea or air, explosion, sabotage, accident, embargo, riot, civil commotion, war or other hostilities, governmental or parliamentary acts, regulations or orders, or any other circumstance beyond the reasonable control of the Party so failing. If such a Force Majeure is of duration of more than fourteen (14) days, each party shall be entitled to terminate this Agreement by written notice, without any additional liability to the other Party.

## 9. Governing Law

9.1 This Agreement shall be governed by and construed in accordance with the Laws of Eswatini. In the event of any dispute, the Parties shall try to settle the matter amicably.

9.2 If the Parties are unable to reach a settlement within ten (10) days of notice of dispute, the Parties are at liberty of enforcing rights and obligations under the Agreement through the judicial system.

### **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.*



## **10. Variation, Amendment and Termination**

This Agreement constitutes the entire agreement between the Parties. Any variation, amendment and termination of this Agreement shall be effective when:

10.1 The proposal for variation or amendment is made in writing by the Party proposing such to the other party.

10.2 The other Party agrees in writing to the variation or the amendment and duly notifies the other Party.

10.3 A document encompassing the variation or amendment is duly signed by both Parties. The Agreement shall be considered to have been varied or amended on the date of the last signature of the notice to vary or amend.

10.4 A notice of termination is sent by the Party intending to terminate the Agreement giving seven (7) days' notice.

10.5 The other Party acknowledges the receipt of the notice to terminate and agrees to the termination.

10.6 A document is signed by both Parties and the Agreement shall be considered to have been terminated on the date of the last signature of the notice to terminate.

### **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.*



## 11. NOTICE AND DOMICILIUM

11.1 Each of the Parties chooses *domicilium citandi et executandi* ("domicilium") for the purposes of the giving of any notice, the serving of any process and for any purposes arising from this Agreement at their respective addresses set forth hereunder:

**THE AUTHORITY** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone:

Mobile:

**SERVICE PROVIDER** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Telephone:

Mobile:

11.2 Each of the Parties shall be entitled from time to time, by written notice to the other to vary its domicilium to any other address within the Kingdom of Eswatini which is not a post office box or poste restante.

11.3 Any notice given and any payment made by a Party to the other ("the addressee") which: 11.3.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;

11.3.2 is posted by prepaid registered post from an address within the Kingdom of Eswatini to the addressee at the addressee's domicilium for the time being shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee on the fourteenth day after the date of posting;

11.3.3 is transmitted by telefacsimile to the telefacsimile number forming an element of the addressee's domicilium in terms of this clause shall, unless the contrary is proved by the addressee, be deemed to have been received by the addressee 48 (Forty-eight) hours after the time of transmission.

### **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.



## 12. Effective Date and Signature

The effective date of this Agreement is the ..... 20.....

The Parties also indicate agreement with this Agreement by their signatures.

### **On behalf of Eswatini Civil Aviation Authority:**

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

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **On behalf of Service Provider:**

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

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

#### **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.*

