



















































## 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>



<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**

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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 .....

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## 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	

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<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

$$T = 0.7 \text{ (70\%)}$$

$$P = 0.3 \text{ (30\%)}$$

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## FINANCIAL PROPOSAL

### Pricing Model

Resource (s)	Years of experience	Hourly rate per Resource
1. Managing Partner /Senior		
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.

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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**

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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

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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.

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## **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.

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## 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.

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**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: \_\_\_\_\_

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