

• Engagement/ consultation with local stakeholders			
TOTAL	100%		

Evaluator's name:.....

Signature:..... Date:.....

ATTACHMENT 1

KMIII SHUTTLE SCHEDULE

MONDAYS TO THURSDAYS

KMIII	MANZINI (George Hotel)	MATSAPHA (Engen)	EZULWINI (Gables)	EZULWINI (Lugogo Hotel)	EZULWINI (Corner Plaza)	MBABANE (Galp)
08H00	09H00	09H15	09H30	09H40	09H45	10H00
11H15	12H15	12H30	12H45	12H55	13H00	13H15
17H30	18H30	18H45	19H00	19H10	19H15	19H30
MBABANE (Galp)	EZULWINI (Corner Plaza)	EZULWINI (Lugogo Hotel)	EZULWINI (Gables)	MATSAPHA (Engen)	MANZINI (George Hotel)	KMIII
05H00	05H15	05H20	05H30	05H45	06H00	07H00
11H00	11H15	11H20	11H30	11H45	12H00	13H00
14H00	14H15	14H20	14H30	14H45	15H00	16H00

FRIDAYS TO SUNDAYS

KMIII	MANZINI (George Hotel)	MATSAPHA (Engen)	EZULWINI (Gables)	EZULWINI (Lugogo Hotel)	EZULWINI (Corner Plaza)	MBABANE (Galp)
08H00	09H00	09H15	09H30	09H40	09H45	10H00
11H15	12H15	12H30	12H45	12H55	13H00	13H15
14H00	15H00	15H15	15H30	15H40	15H45	16H00
17H30	18H30	18H45	19H00	19H10	19H15	19H30
MBABANE (Galp)	EZULWINI (Corner Plaza)	EZULWINI (Lugogo Hotel)	EZULWINI (Gables)	MATSAPHA (Engen)	MANZINI (George Hotel)	KMIII
05H00	05H15	05H20	05H30	05H45	06H00	07H00
08H00	08H15	08H20	08H30	08H45	09H00	10H00
11H00	11H15	11H20	11H30	11H45	12H00	13H00
14H00	14H15	14H20	14H30	14H45	15H00	16H00

ATTACHMENT 2

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. 10 2009, hereinafter referred to as the Act.

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 Shuttle Services for Passengers to and from King Mswati III International Airport



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.

2. Duration

This Agreement shall endure for a period of three (3) years commencing20..... to20.....

3. Fees and Payment Terms

The Authority will pay to the Service Provider, on a monthly basis, throughout the full term of the Agreement, amounts consisting of the following:

- 3.1 An amount of E..... (in words) as subvention towards the overall costs of the services rendered.
- 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.

4. Scope of Services

During the currency of the Agreement, the Service Provider shall provide shuttle services for passengers travelling to and from King Mswati III International Airport. The services will be provided in the manner as specified in “ANNEXURE A” of the Agreement.

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.

5. Service Levels



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 and “ANNEXURE A”.

6. 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 shuttle service shall be prompt and punctual at all times to ensure that passengers are able to board their flights and maintain the stipulated boarding times.
- 6.3 Attached herewith is the schedule of flights to and from King Mswati III International Airport marked “ANNEXURE B”, of which the Service Provider must ensure that the passengers transported by the shuttle are always on time for.

7. Obligations

7.1 The Service Provider undertakes:

- 7.1.1 To provide professional shuttle services and this obligation shall include but is not limited to the following:
 - a) Provide the transportation through two (2) twenty-two (22) seater mini buses/kombis;
 - b) Drivers appropriately licensed and holders of Public Driving Permits (PDP);
 - c) Vehicles with appropriate third party liability insurance cover;
 - d) Trailers for the storage of luggage;
 - e) Clean, air conditioned, road worthy and well maintained vehicles;
 - f) Adequately fuelled vehicles. Refuelling with passengers on board shall not be acceptable;
 - g) Provision of waste disposal system within the vehicles;
 - h) Professional and neatly attired personnel; and
 - i) Adherence to all road and traffic rules and regulations including speed limits and usage of cellular or mobile telephones.
- 7.1.2 To ensure that there is a contingency plan in case of a breakdown of a vehicle or any occurrence that shall warrant the usage of an alternative vehicle;



7.1.3 To ensure that the response time of the contingency vehicle (s) is such that passengers will meet the flight boarding formalities with minimal interference;

7.1.4 To issue tickets, collect fares and maintain a passenger manifest;

7.1.4 Submit data on a quarterly basis to the Authority for reconciliations of monthly collections; and

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

7.2 The Authority undertakes:

7.2.1 To facilitate a conducive environment for the provision of the shuttle service by the Service Provider;

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 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.

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.

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:

ESWACAA



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.

12. **Effective Date and Signature**

The effective date of this Agreement is the20.....

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: _____



ANNEXURE A

KMIII SHUTTLE SCHEDULE

MONDAYS TO THURSDAYS

KMIII	MANZINI (George Hotel)	MATSAPHA (Engen)	EZULWINI (Gables)	EZULWINI (Lugogo Hotel)	EZULWINI (Corner Plaza)	MBABANE (Galp)
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11H15	12H15	12H30	12H45	12H55	13H00	13H15
17H30	18H30	18H45	19H00	19H10	19H15	19H30
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11H00	11H15	11H20	11H30	11H45	12H00	13H00



14H00	14H15	14H20	14H30	14H45	15H00	16H00

Departure-OR Tambo International Airport	Arrival-King Mswati III International Airport	Departure- King Mswati III International Airport	Arrival-OR Tambo International Airport	Days of operation
0650hours	0740hours	0810hours	0915hours	Mon - Sat
1005hours	1055hours	1350hours	1455hours	Daily
1605hrs	1655hrs	1725hrs	1820hrs	Daily excluding Saturday
0650hrs 1005hrs 1605hrs	0740hrs 1055hrs 1655hrs	0810hrs 1350hrs	0915hrs 1455hrs	Saturday
1005hrs 1605hrs	1055hrs 1655hrs	0810hrs 1350hrs 1725hrs	0915hrs 1455hrs 1820hrs	Sunday

ANNEXURE B

AIRLINK FLIGHT SCHEDULE: MONDAY TO SUNDAY



