

REQUEST FOR PROPOSAL (RFP) FOR SPTC STRATEGIC AND BUSINESS PLAN

7.	Highlight of Product Road Maps	<i>Within nine weeks after appointment</i>	Product road map document
8.	Highlight of Technology Road Maps	<i>Within twelve weeks after appointment of service provider</i>	Technology road map document
	First Draft of the SPTC Strategy (incl. financial projections)		Full report and financial models
	Proposal on how the Board can separate the Postal and Telecom entities		Indicative framework document
	Proposal on how the Board can separate the Wholesale and Retail components of the telecom business.		Indicative framework document
9.	Highlight of Capital Investments Required	<i>Within fourteen weeks after appointment</i>	Capital outlay document
10.	Highlight of Human resource considerations and configurations	<i>Within sixteen weeks after appointment</i>	Human resource configurations document
11.	Presentation of financial models – various scenarios	<i>Within eighteen weeks after appointment of service provider</i>	Financial models document (including projections over the 5 year period, Statement of comprehensive income, cash flows, balance sheet)
12.	Presentation of Draft Strategic and Business Plan with all strategic components and key activities for each year of implementation	<i>Within twenty weeks after appointment</i>	Strategic and business plan draft documents – Word, Power Point and Excel Spreadsheets
13.	Presentation of Final Strategic and Business Plan	<i>Within twenty two weeks after appointment</i>	Strategic and business plan final documents – Word, Power Point presentation and Excel

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			Spreadsheets
PROJECT CLOSURE			
14.	Closure, sign-offs and Handovers of Documents	<i>Within twenty four weeks after appointment</i>	Contract closure document

FORMAT OF PROPOSAL

- 1) Introduction
- 2) Background of the Tender
- 3) Consulting Firm's Response to the Tender
To refer to the scoring tables in section D below.
- 4) Budget (Breakdown of all Costs)

Annexures

Curriculum vitae of all staff to be utilized on the project.



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SECTION D TENDER EVALUATION CRITERIA

	DESCRIPTION	POINTS
1.	Responsiveness of Tender	
	<ul style="list-style-type: none"> • All required documentation and information has been submitted. <ul style="list-style-type: none"> i. Company Profile, Form J and Form C or equivalent for foreign registered companies, and Proof of registration with the relevant professional or regulatory body. (2) ii. Certified copy of Valid Trading License. (2) iii. Certified copy of a Valid Tax Clearance Certificate. (1) iv. Certified copy of VAT Registration Certificate (1) v. Police Clearance for Directors (1) vi. Certified copy of Labour Compliance Certificate (1) vii. Latest audited financial statements. (1) viii. Original Receipt for Purchase of Tender Document (1) <p>NB: A tender which obtains less than 50% of the points allocated above shall be deemed to be non-responsive and eliminated from further evaluation.</p>	10
2.	Technical Capability (Please refer to table below for detail)	200
	<p>NB: Technical tenders receiving a pass mark (i.e. above 150 points) will make the corresponding financial tenders eligible for consideration. The cut-off mark for the technical component will be 75%; for any technical tender that does not meet this cut-off mark of 75%, the corresponding financial tender(s) will not be considered.</p>	
4.	Price	40
	<p>Financial evaluation will be based solely on the amount charged and payment terms proposed for the provisioning of the required service(s).</p> <ul style="list-style-type: none"> • The financial proposal must be detailed and comprehensive. (35) <p>The following evaluation formulae shall be used in the allocation of price score:</p> $Ps = \frac{\text{Lowest price}}{\text{Bid price}} \times \text{Total Points}$ <p style="padding-left: 40px;">Where Ps - Points scored for bid under consideration.</p> <ul style="list-style-type: none"> • Proposed payment terms and conditions; favorability to SPTC. (5) 	
	Total points allocation	



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SECTION E TERMS AND CONDITIONS OF TENDER

1.0 Definitions

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour for the deadline for receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier and including all attachments, appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper or satisfactory performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a SPTC official in the procurement process or in contract execution.
- 1.5. "Day" means calendar day.
- 1.6. "Delivery" means delivery in compliance to the conditions of the contract or Purchase order.
- 1.7. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
 - 1.7.1. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.8. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.9. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.10 "Performance Security" means a guarantee or a bond from a successful tenderer's bank which should be provided by the successful tenderer to the procuring entity with the aim of compensation for any loss resulting from the tenderer's failure to complete its obligations under the contract;
- 1.12 "Purchase Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.13 "Project site" where applicable, means the place of delivery or project implementation as indicated in bidding documents.
- 1.14 "Purchaser" means the organization (SPTC) purchasing the goods or procuring services.



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- 1.15 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.16 “Supplier” means the successful bidder / tenderer who is awarded the contract to supply, maintain or administer (where applicable) the specified services or goods to the Corporation.
- 1.17 “Tenderer” means a prospective supplier who has submitted a bid or proposal for the tender.

2.0 Application

- 2.1. These general conditions of tender are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3.0 Terms and Conditions

- 3.1 This Request for Proposal is not a contract, and does not create an obligation on SPTC’s part to purchase goods, services or works from any company submitting a proposal.
- 3.2 SPTC in its sole and absolute discretion reserves the right to:
- ✓ Reject any or all proposals, whether or not these instructions are followed.
 - ✓ Reject any submissions not complying with the specified tender instructions.
 - ✓ Short list candidates and / or do site inspections at the premises of the tenderers or listed reference clients.
 - ✓ Not base the final decision solely on price.
- 3.3 SPTC reserves the right at any point of the tender process, to disqualify any non-compliant tender proposal (i.e. proposals failing to meet the terms of these instructions) received;
- 3.4 SPTC reserves the right to accept or reject all proposals, at any time prior to the award of the contract, without thereby incurring any liability to the affected tenderer(s), or any obligation to inform the affected tenderer(s) of the grounds for the SPTC’s action.



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- 3.5 Unless otherwise indicated in the bidding documents, the Corporation shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.6 Invitations to bid are usually published in locally distributed news media and in the Corporation's website except for a tender waiver or selective tender.
- 3.7 The tender document as well as all other correspondence and documents relating to the tender exchanged by the tenderer and SPTC, shall be written in the English language.
- 3.8 To assist in the examination, evaluation and comparison of tenders, SPTC may, at its discretion, ask the tenderer for a clarification on any part of its tender and the response shall be in writing and no change in price or substance of the proposal shall be sought, offered or permitted.
- 3.9 SPTC does not bind itself to accept the lowest or any tender nor give any reason for the acceptance or rejection of a tender. SPTC may accept a tender for a part of the quantity offered or reject any tender without assigning any reason.
- 3.10 Acceptance or rejection of a tender offer will be communicated by a formal acceptance or rejection letter sent by fax, email and or normal post, directly to the tenderer. An acceptance by such letter will not mean that SPTC is binding itself to an agreement. SPTC shall only be bound under the agreement once the terms and conditions of the contract are agreed between the parties.
- 3.11 Tenderers will not be permitted to modify or change the substance of their proposals after the closing date and when the tender box has been opened.
- 3.12 SPTC reserves the right to modify, or change the specifications or even cancel the tender before the tender opening, and restart the tender process if necessary.
- 3.13 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.
- 3.14 Tenders or any part thereof received after the stipulated closing date and time will not be accepted.
- 3.15 Tenders will be opened on the closing date and time; and Tenderers are invited to attend the Tender Opening Meeting for which they will be informed if there are changes on the date.
- 3.16 Tender Compliance and the bid price will be read and recorded in the presence of all the Tenderers or their representatives present during the opening. However, tenders shall be opened even if Tenderers or their representatives are not present at the scheduled time.



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3.17 SPTC requires that Tenderers observe the highest standard of ethics during the tender process and execution of contracts.

3.18 Tenderers and their officers, employees, agents and advisers must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other Tenderer or any other person in relation to the preparation or submission of tenders. In addition to any other remedies available under any law or any contract, SPTC may at its sole discretion immediately reject any tender submitted by a tenderer that engaged in any collusive tendering, anti-competitive conduct or any other similar conduct with any other tenderer or any other person in relation to the preparation or submission of tenders.

3.19 Any collusion amongst Tenderers or between Tenderers and SPTC personnel is forbidden and discovery of any such act will disqualify the Tenderer(s) and result in disciplinary action against the SPTC employee.

3.20 SPTC reserves the right to exclude certain persons and legal entities in the event of poor performance; the tender offering or attempting to offer any bribe, promised a bribe, or any other consideration to any SPTC employee involved with this tender or the tenderer has acted fraudulently and or in bad faith.

3.21 The tender, or contract if it has been concluded already, will be declared invalid if SPTC determines that the Tenderer, or any person acting on his behalf, has offered, promised or given a bribe, gift or other inducement to an officer or employee of SPTC with the intention of influencing the award of the contract. Any restriction imposed upon any such tenderer shall also apply to any other enterprise under the same or different name with which the person, firm or company is actively associated.

3.22 The Tenderer should provide satisfactory evidence acceptable to SPTC to show that:

3.22.1 It is a reputable company with adequate technical knowledge, professional qualification, and wide experience with regards to the tender requirement.

3.22.2 It has adequate financial stability and status to meet the stipulations under the contract. It is financially solvent and without current judgments or any other financial background which could prevent it from operating bank accounts, raising finance and conducting other activities which are essential to the running of a business.

3.22.3 It has an adequately qualified and experienced team assigned for the work under this tender.

3.23 A tender document submitted by a joint venture (JV) of two or more companies must be accompanied by a document forming the joint venture; which precisely define the cor



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under which the joint venture will function, its period of duration, the persons authorized to represent it and obligated thereby, the participation of the several companies forming the joint venture, and any other information necessary to permit a full appraisal of its function. The JV agreement should be submitted with the tender documents.

3.24 Tenderers are advised to provide all relevant information as required.

3.25 Any document submitted in reply to the RFP shall become the property of SPTC which shall be used, commercially, confidentially and solely for the purpose of the evaluation of tenders and the selection of a suitable vendor.

3.26 SPTC will award the contract to the tenderer whose tender has been determined to be substantially responsive to the tender requirements and who has offered the best evaluated tender price, provided that, such tenderer has demonstrated the capability and resources to complete the contract, and has offered the appropriate equipment and experienced personnel for the intended requirement.

4.0 Standards

4.1. The goods, works or services supplied shall be evaluated for determination of conformance to the standards mentioned in the bidding documents and specifications.

5.0 Use of contract documents and information; inspection.

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

5.2. The supplier shall not, without the Corporation's prior written consent, make use of any document or information mentioned in General Conditions of Tender clause 5.1 except for purposes of performing the contract.

6.0 Patent rights

6.1. The supplier shall indemnify the Corporation against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the Corporation.



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7.0 Performance Security

7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder may be requested to furnish to the Corporation a performance security of an amount to be determined by the Corporation or specified in the conditions of the Contract.

7.2. The proceeds of the performance security shall be payable to the Corporation as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the Corporation and shall be in one of the following forms:

7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Swaziland, SADC country or territory acceptable to the Corporation, in the form provided in the bidding documents or another form acceptable to the Corporation.

7.4. The performance security will be discharged by the Corporation and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

7.5 SPTC reserves the right to demand a performance security or guarantee for all upfront payments required by a supplier.

8.0 Inspections, Tests and Analyses

8.1. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the Corporation or an organization acting on behalf of the Corporation.

8.2. If there are no inspections requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the Corporation shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.3. Supplies and services which are referred to above and which do not comply with the contract requirements may be rejected. SPTC reserves the right to reject goods or services which do not comply with contract requirements.

8.4. Any contract goods shall on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at own cost and forthwith substitute them with goods which do comply with the requirements



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contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the Corporation may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.5. The provisions of the above clauses 8.3 and 8.4 shall not prejudice the right of the Corporation to cancel the contract on account of a breach of the conditions and to seek any remedy it may have in law.

9.0 Delivery

9.1 Delivery of the goods or services shall be made by the supplier in accordance with the documents and terms specified in the contract.

9.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the Corporation in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the Corporation shall evaluate the situation and may at its discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

10.0 Insurance

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

11.0 Payment

11.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.

11.2. The supplier shall furnish the Corporation with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

11.3. Payments shall be made by the purchaser not later than thirty (30) days after submission of an invoice or claim by the supplier, unless otherwise specifically agreed.

11.4. Payment will be made in Emalangenzi or South African Rands, unless otherwise stipulated



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12.0 Prices

12.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the Corporation's request for bid validity extension, as the case may be.

12.2 Bids should be valid for a period of at least 180 days (one hundred and eighty days) after the closing date. An extension of validity will be negotiated if necessary.

12.3 Tenderers should double check the prices quoted for accuracy before submitting their tender documents. Under no circumstances will SPTC accept any request for price adjustment on grounds that a mistake was made in the tendered prices.

12.4 By submission of the tender, the Tenderer implicitly certifies that:

- the prices in the tender have been arrived at independently without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices, with any other Tenderer or competitor;
- unless otherwise required by law; the prices quoted in the tender have not knowingly been disclosed by the Tenderer and will not knowingly be disclosed, directly or indirectly, to any other Tenderer or competitor until he has been informed of the results of the Tender.
- no attempt has been made or will be made by the Tenderer to induce any other tenderer or competitor to submit or abstain from submitting a tender for the purpose of restricting competition.

12.5 Figures should not be altered or erased; any alteration should be effected by striking through the incorrect figures and inserting the correct figures in ink above the original figures. All such amendments should be initialled by the Tenderer in ink.

12.6 Arithmetical errors will be rectified only if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity. In such case, the unit price shall prevail, and the total price shall be corrected. If the tenderer does not accept the correction of the errors, his tender will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

12.7 All prices must be in Emalangeni or South African Rands; and must clearly reflect all taxes applicable or not applicable.

12.8 Prices must be provided by completion of a Bill of Quantities (BOQ) accordingly where they have been provided in the RFP document.



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13.0 Penalties

If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the Corporation shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Corporation may also consider termination of the contract.

14.0 Applicable law

Upon award of this tender, the contract shall be interpreted in accordance with the laws of the Kingdom of Swaziland, unless specifically agreed to otherwise.

15.0 Taxes and duties

15.1 A foreign supplier shall be entirely responsible for all taxes, including withholding tax (15%) and any other such levies imposed in Swaziland. Please refer to the following extract from the Swaziland Tax legislation:

“Withholding Tax on Payments to Non Resident Contractors

This applies to any person who makes payment, a result of an agreement relating to construction operations, to a person whose principal place of business is outside Swaziland. This withholding tax is on account of the liability of the non-resident. The withholder should furnish the non-resident person with a certificate showing amount of the payment under the agreement and tax deducted.”

Withholding Tax on Payments Non Resident Persons

A person who makes payment to any non-resident person is required to withhold tax on the gross amount resulting from a contract which has a Swazi source of income excluding an employment contract. The main purpose of the contract should be the performance of a service. Goods supplied in the performance of the service shall be excluded from the calculation of the tax as they are only incidental i.e. a non-resident mechanic who comes with tools and service parts will be liable to such tax on the labour fees only not the service parts.

Non-Resident Withholding Tax on Royalties and Management Fees

Every person who makes any payment of royalty or management fee or both to a person not ordinarily resident in Swaziland is required to withhold tax. The tax is final and a certificate should be furnished to the non-resident person.



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Sportsmen and Entertainers

This is imposed on any remuneration paid to, or the gross receipts of, public entertainers, sportsman, theatrical, and musical, group of public entertainers from outside Swaziland or not ordinarily resident in Swaziland. Withholding such tax is a responsibility of the local agent, promoter or any other person making payment to the non-resident."

15.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods or services to the purchaser.

15.3 Suppliers who charge VAT must attach a certified copy of a VAT Registration certificate.

16.0 Work Permit

It shall be the sole obligation of the awarded tenderer, if non-resident / foreign, to solicit a work permit from the Government of Swaziland at no cost to SPTC.

SECTION F TENDERER'S DESIGNATED LIASON

Tenderers must indicate below a single designated contact person, through whom all communications between SPTC and the company will take place:

Contact Name:

Telephone:

Designation:

Fax:

Signature:

Email:



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SECTION G - DECLARATION OF ELIGIBILITY FORM

The bidder must provide a signed declaration in the following format in company letterheads:

[Name of Bidder, Address, and Date]

**To: The Managing Director
Swaziland Posts and Telecommunications Corporation
PO Box 125
Mbabane H100
Swaziland**

Dear Sir,

RE: Tender No: 02 of 2018/19 STRATEGIC AND BUSINESS PLAN

We, hereby declare that:

- (a) We, have a legal capacity to enter into the contract;
- (b) We, are not insolvent, in receivership, suspended, bankrupt or being wound up and not subject of any legal proceedings;
- (c) We, have not been convicted of any criminal offence related to professional conduct or making of false statement or misrepresentations of qualifications to enter into a contract within a period of five (5) years preceding the commencement of the procurement proceedings; and
- (d) We, do not have a conflict of interest in relation to the procurement requirement.
- (e) We, have fulfilled our obligations to pay taxes and social security contributions; and adhere to basic labour legislation.
- (f) We, are not subject to suspension from participating in public procurement; and none of our directors or officers have been involved in a tenderer or supplier currently subject to suspension.

Authorized (Full Name): _____

Signature: _____ Date: _____



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SECTION H - TECHNICAL BID SUBMISSION FORM

The bidder must provide a signed declaration in the following format in company letterheads:

[Name of Bidder, Address, and Date]

**To: The Managing Director
Swaziland Posts and Telecommunications Corporation
PO Box 125
Mbabane H100
Swaziland**

Dear Sir,

RE: Tender No: 02 of 2018/19 STRATEGIC AND BUSINESS PLAN

I, the undersigned declare that:

(a) I, the undersigned, offer to provide the above services in accordance with your Request for Proposal and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

(b) 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 disqualification.

(c) If negotiations are held during the period of validity of the Proposal as indicated in Section I, 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.

(d) We, undertake, if our proposal is accepted, to initiate and complete the provision of the services in accordance to your requirements.

(e) We, understand that Swaziland Posts and Telecommunications Corporation is not bound to accept the lowest or any proposal.

Yours Sincerely,

Authorized Signature : _____

Full Name : _____

Title of Signatory : _____



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SECTION I - FINANCIAL PROPOSAL SUBMISSION FORM

[The Financial Proposal Submission Form should be included in the financial proposal.]

The bidder must provide a signed declaration in the following format in company letterheads:

[Name of Bidder, Address, and Date]

**To: The Managing Director
Swaziland Posts and Telecommunications Corporation
PO Box 125
Mbabane H100
Swaziland**

Dear Sir,

RE: Tender No: 02 of 2018/19 STRATEGIC AND BUSINESS PLAN

I, the undersigned declare that:

(a) I, offer to provide the above services in conformity with the Request for Proposal and to technical and financial proposals;

(b) A detailed financial proposal is attached;

(c) The proposal will be valid for a period of _____ (numerical) / _____ (words) calendar days from the date fixed for the proposal submission deadline in accordance with the Request for Proposal, and it shall remain binding upon myself, subject to any modifications resulting from negotiations, and may be accepted at any time before the expiration of that period.

(d) I, understand that you are not bound to accept any proposal that you receive;

Yours Sincerely,

Authorized Signature : _____

Full Name : _____

Title of Signatory : _____

