



**SWAZILAND POSTS AND TELECOMMUNICATIONS CORPORATION
(SPTC)**

REQUEST FOR PROPOSAL (RFP)

TENDER NAME : SPTC STRATEGIC AND BUSINESS PLAN

TENDER NUMBER : 02 of 2018/19

CLOSING DATE AND TIME: 15 JUNE 2018 @ 11h00

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SECTION A COMPANY BACKGROUND

The Swaziland Posts and Telecommunications Corporation (“SPTC”), a body corporate, was established in April 1986 under Act No. 11 of 1983. This Act regulates all the activities of SPTC. The SPTC is responsible to the Minister for Information and Communications Technology (ICT), who in turn is answerable to Government for the activities of the Corporation. The Public Enterprises - Control and Monitoring Act No. 8 of 1989 classifies the Corporation as a category A Public Enterprise, as a body wholly owned by Government or in which Government has a majority interest.” The main responsibilities of SPTC are the operation, maintenance and development of Postal and Telecommunications services nationally.

Vision

The SPTC Vision is “To provide effective, affordable and world class communications solutions, which will stimulate economic growth and satisfy all stakeholders.”

Mission

The SPTC Mission is “To run our communications business more efficiently for the benefit of all our stakeholders through the application of modern technology and sustaining an overriding customer focus.”

Values

- Honesty
- Transparency
- Innovation
- Excellence
- Social Responsibility

Business Focus

SPTC has four business interests, namely:

- Swazi Post, a business division of SPTC focusing on postal and financial services
- Swazi Telecom Limited, a subsidiary company wholly owned by SPTC, focusing on the last mile telecommunication access, products and services
- Infrastructure Business, a Business Division of SPTC, focusing on backbone and gateway services for licensed operators and ISPs
- National Contact Centre Limited, a subsidiary company wholly owned by SPTC, focusing on transforming local and international businesses through provision of business process outsourcing solutions.

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SECTION B TENDER INVITATION AND SUBMISSION

1. The purpose of this document is:
 - To provide prospective Vendors with sufficient information to understand the business operations of SPTC and to respond to the specific tender requirements;
 - To ensure that a consistent level of information is obtained from each prospective Vendor; and
 - To provide a structured framework for the subsequent evaluation of the proposed solutions.
2. This document is an official Request for Proposal (RFP) for the goods or services as specified for Swaziland Posts and Telecommunications Corporation (SPTC). Vendors are required to respond to this RFP demonstrating that their offers are a probable fit to SPTC's overall requirements.
3. Tender documents must be submitted in a sealed package as follows:
 - One (1) original, clearly marked "ORIGINAL"**
 - Three (4) copies, clearly marked "COPY"**
 - Soft copy (CD) format.**
4. Submissions; clearly marked "Tender Number and Full Name" must be submitted into the Tender Box situated in the Phutfumani Building Reception entrance, Mahlokohla Street, Mbabane addressed as follows:

Tender Number and Name
The Secretary to the Tender Board
Swaziland Posts and Telecommunications Corporation
PO Box 125
Mbabane H100
Swaziland
5. Tenderers are required to complete a tender submission register at the reception where the tender box is located before depositing their proposals into the tender box.
6. The technical and financial proposal must be submitted in two separate envelopes clearly marked same.
7. All proposals documents must be submitted before or on the closing date and time as indicated in the RFP document. Late, faxed or e-mailed proposals will not be accepted. SPTC reserves the right to change the closing date and any other dates that may appear in this RFP. Such changes will be communicated as soon as they are made.
8. In the event of any problems with the delivery of the proposals, vendors should please contact the Secretary to Tender Board on the following number: +268-2405 2143 / 2289.

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9. If the envelopes are not sealed and marked as required, SPTC will assume no responsibility for the tenders' misplacement or premature opening.

10. All enquiries relating to this RFP should be submitted in writing to the Secretary to the Tender Board or e-mailed to bonganic@sptc.co.sz no later than 08 June 2018.

All questions and answers thereto will be communicated in writing to all participants. No direct communication or contact with any other party at SPTC is permissible. Any such breach may disqualify the company. If any enquiries are sent by fax or original copies, these should be followed by email correspondence within 24 hours.

11. Summary of submission deadlines

ITEM	DATE	TIME
Tender Closing and Opening	15 JUNE 2018	11h00
Site Inspection / Pre-Tender Briefing	N/A	N/A

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SECTION C SCOPE / SPECIFICATIONS OF TENDER

1. PREPARATION OF A STRATEGIC AND BUSINESS PLAN.

SPTC is in the process of formulating a long-term Strategic and Business Plan to cover at least the next five (5) years. The Strategic and Business Plan to be formulated will be for the SPTC, focusing on all her business interests.

The SPTC Board has the intention to formulate a Strategic and Business Plan at the latest by 31st October 2018. This is to allow for sufficient time to mobilize funding for the strategy.

SPTC is therefore seeking to obtain the services of an experienced world class service provider (Consultant) to assist with this exercise. The main output from this initiative is to have the four (4) SPTC businesses established as independent commercially viable entities within the first twenty four (24) months of commencing the implementation of the Strategic and Business Plan, including receiving positive cash flows from operations.

The SPTC Board / management therefore invites competent and experienced service providers to submit a proposal of not more than three hundred (300) pages. The proposal will be evaluated by the SPTC Board and Management; the Board reserves the right to appoint a competent and experienced institution to assist with the evaluation of the proposals.

The rest of this document is divided into the following sections;

- Scope of work
- Required competencies
- Evaluation of the service provider / tenderer
- Time frame and milestones
- Deliverables
- Budget
- Format of proposal
- Deadline for the submission of proposals

2. SCOPE OF WORK.

2.1 Overview.

As already highlighted that SPTC intends to formulate a long-term Strategic and Business Plan that will cover at least five (5) years, the Strategic and Business Plan will focus on all the SPTC

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business interests. In addition, it will encompass how the Information and Technology Department (IT) and other shared services may be harnessed to be revenue generating business entities within the SPTC. Whilst it is ideal to have one (1) Consulting Firm to undertake this assignment, SPTC will accept proposals by Consulting Firms to focus on a particular area of business interest. It is the responsibility of each Consulting Firm submitting a proposal to clearly indicate which area, of the four (4) SPTC business interests, they intend to develop the strategic and business plan for.

The developed strategic and business plan shall include a comprehensive framework to separate:-

- a. The postal and telecommunications businesses;
- b. The telecommunications business to Infrastructure and Retail sub-divisions;

2.2 Nature of the Assignment (Strategic and Business Plan)

The development of the strategic and business plan should meet the following minimum requirements:-

- 2.2.1 It should cover at least the four (4) areas of SPTC's business interests, namely:-
 - a. **Postal Business**, focusing on mail, logistics, financial services, courier services.
 - b. **Swazi-Telecom Limited**, focusing on last mile telecommunication services.
 - c. **Infrastructure Business**, focusing on telecommunication backbone and gateway services. The main clients for the infrastructure business are licensed operators and Internet Service Providers.
 - d. **National Contact Centre**, a subsidiary company wholly owned by SPTC, focusing on transforming local and international businesses through provision of business process outsourcing solutions.

A Service Provider may take one or more or all of the four (4) areas of SPTC's business interests; that is to say, the strategic and business plan of each business interest will be developed independent of the others.

2.3 Once the tender has been awarded, the scope of work for the nominated service provider will entail the following:-

- 2.3.1 **Review of Available Documentation.**
 - a. SPTC Act No. 11 of 1983,

- b. The Swaziland Communications Commission Act of 2013
- c. The Swaziland Electronic Communications Act of 2013
- d. The SPTC Strategy of 2014
- e. The Privatization policy,
- f. Public Enterprise Act,
- g. Draft Bills for the unbundling of SPTC (postal bill, telecom bill and infrastructure bill)

2.3.2 Product and Technology Roadmaps.

The successful Consulting Firm shall produce for the SPTC the proposed product and technology roadmaps as key components of the strategic plan.

2.3.3 Risk Profile.

The Consulting Firm shall produce a comprehensive / detailed organization-wide **Risk Profile for the SPTC**, covering the current environment and, as best as could possibly be estimated, the five (5) year horizon over which the strategy will be effective.

2.3.4 Financial Analysis.

The Consulting Firm shall produce **Financial Models** for the proposed strategy and business plan, showing projected revenues, expenses, funding requirements, cash flows from existing and new operations, and the resultant projected financial statements.

2.3.5 Management, Human Resources and Organization Plans

The service provider will furnish SPTC with a Management, Human Resources and Organizational Plans, including all the necessary re-engineering / re-configurations that have to be made for the new and transformed SPTC. With the human resources plan there must be an:-

- a. Indication of anticipated **changes in staffing levels**. This must be accompanied by managerial and technical expertise that will be required in order fully support the transformation programme.
- b. Indication of the **period required** in making such changes, and how such changes will be executed, including descriptions of initiatives / strategies that

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must be put in place for purposes of engaging (and/or informing and consulting) with staff and unions.

- c. Inclusion of **job profiles** of the proposed key personnel required to fill the key positions. The service provider must describe the organizational arrangements they expect / recommend to be implemented, state over what period they expect / recommend these changes to be effected, and describe how such changes will be planned and executed for improving the efficiency and efficacy of SPTC. In all cases, the proposals must set out the future plans in respect of any resources (human and financial) or services, which is necessary for the re-engineering process.
- d. Inclusion of organizational strategies for the **retention of key skills** during the transitional phase and beyond, and for building the necessary capacity within SPTC.

2.3.6 A Social Plan to support the transformation program (e.g. outsourcing possibilities). The contracted Service Provider(s) is to provide details of the proposed contribution to social development and poverty alleviation and alignment of the business plan towards meeting these imperatives.

2.3.7 Preparation of a detailed Strategic and Business Plan, including a clear implementation programmes on which the SPTC Board can make decisions on within specified timelines;

2.3.8 Organising work sessions with the Board Members, Executive Managers and other relevant stakeholders to consider and review the Strategic and Business Plan and its implementation;

2.4 Transitional Arrangements.

Careful consideration must be made of the transitional arrangements that must be taken care of, particularly with respect to handling the immediate transitional period. The service provider to be contracted is therefore, required to provide a step-by-step plan for assuming the re-engineering / re-configuration of SPTC, ensuring management integration without loss of performance.

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2.5 Time Frame.

The service provider(s) that will finally be engaged / contracted for this exercise will be expected to formulate a strategy and business plan by 31st October 2018, at the latest.

2.6 Additional Requirements.

The service provider that SPTC will engage for this project will carry out the following tasks:-

- a. Presentation of Milestones according to which the Strategic and Business Plan will be implemented by the Corporation.
- b. A description of the ICT industry as well as the financial sector in Swaziland with respect to opportunities that may be taken advantage of and mitigation of existing and possible future risks.

3. REQUIRED COMPETENCIES

3.1 Personnel expertise

The Service Provider(s) must have previous experience in the ICT industry (covering telecommunication services) and in financial services (covering the postal business and national contact sector businesses); this experience is with respect to formulating and implementing strategic business plans for entities similar to SPTC and/or her subsidiaries.

The service provider must also supply the profiles / curriculum vitae of all key staff to be used in this assignment; this is preferable to be presented in table format, covering the skills, experience (projects) together with the contact details of referees of projects on which they have worked.

The Consulting Firm must have the following competencies:-

- a. Expert knowledge and operational experience of the ICT industry. The knowledge and operational experience must at least cover:-
 - (i) Regional and/or international exposure to the ICT Sector for at least 5 years;
 - (ii) Exposure to financial services
 - (iii) Formal Technical and Business Qualifications of all key personnel to be assigned to this project;
 - (iv) Experience in transformation and organizational re-engineering.

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3.2 Methodology and Tools

It is expected that the contracted service provider(s) will work closely with the Executive Management and members of the SPTC Board to outline the strategy and transformation by presenting credible data for motivating the planned structural and organizational changes in respect of all the requirements outlined in this section.

The formulation of the SPTC strategic and business plan, and the implementation plan, will be done with the involvement of SPTC staff, with the support or consent of the SPTC Board.

3.3 Consulting Firm's Proposed Work Plan Approach

Bidding Service Providers are encouraged to provide information on their proposed work plan approach in developing a strategic and business plan for any specific period of time. The service provider's work plan approach must provide a comprehensive outline of key milestones to be achieved.

4. OUTPUTS OF THE STRATEGIC AND BUSINESS PLAN ASSIGNMENT.

For guidance purposes, and with respect to some of the outputs of the strategy formulation, the service provider(s) that will finally be contracted by SPTC will be expected to provide:-

4.1 A **comprehensive organization-wide risk profile** for the SPTC, for the five (5) year horizon.

4.2 A **comprehensive strategic and business plan**, for the specific area(s) of business interest, as would be contracted at the time of engagement.

4.3 An outline of **product** and **technology road maps** where applicable.

4.4 A **financial model** for the business interest for which they will be developing the strategic and business plan. The model will be supported by detailed financial projections including projected balance sheet, comprehensive statement of income, and cash flow projections based on the financial returns of different options which can be considered by the Board to ensure the financial viability of the business.

4.5 A Management, Human Resources and Organization Plan

This will be accompanied by job profiles of proposed key personnel including:-

- a. Detailed relevant experience required to fill key positions.
- b. Description of the transitional and final organizational arrangements to be implemented.

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TIME FRAMES AND MILESTONES

The following is expected in terms of time frames and milestones.

REF	MILESTONE	TIME FRAME	DELIVERABLES
PROJECT PREPARATION			
1.	Tender Closing	15 June 2018	Tender Bids by interested Service Providers
2.	Tender Evaluation Completed	30 June 2018	Tender Evaluation Report (SPTC internal document)
3.	Conclusion of Contractual Agreements and initiation of project	Mid July 2018	Signed Contract with preferred Service Provider.
PROJECT INITIATION			
4.	Presenting framework of proposed implementation of the strategic and Business Plan Project to the SPTC Task Team	Within two weeks following the appointment of the Service Provider	Strategic Plans Framework Document (written report plus Power Point Presentation)
5.	Information gathering and Literature / Document Review – <i>a walk through SPTC.</i> Environmental assessment – <i>a walk through the Swaziland market.</i> SCENARIO Planning	<i>Within five weeks after appointment of service provider</i>	Written report plus Power Point presentation , with Highlights of major issues impacting on SPTC – now and into the future. PESTEL, SWOT analysis etc.
6.	Brief presentation on proposed new business lines, and projected revenues	<i>Within seven weeks after appointment of service provider</i>	Written report on opportunities and Presentation to be made to the Task team of the business areas, supported by an interactive financial model reflecting all assumptions and profitability (from current operations)

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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. <li style="margin-left: 20px;">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) <li style="margin-left: 20px;">ii. Certified copy of Valid Trading License. (2) <li style="margin-left: 20px;">iii. Certified copy of a Valid Tax Clearance Certificate. (1) <li style="margin-left: 20px;">iv. Certified copy of VAT Registration Certificate (1) <li style="margin-left: 20px;">v. Police Clearance for Directors (1) <li style="margin-left: 20px;">vi. Certified copy of Labour Compliance Certificate (1) <li style="margin-left: 20px;">vii. Latest audited financial statements. (1) <li style="margin-left: 20px;">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="margin-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	250

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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 conditions

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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 his own cost and forthwith substitute them with goods which do comply with the requirements of the

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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: _____

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

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 : _____

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

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 : _____