

BOTSWANA SAVINGS BANK



MARKETING & PUBLIC RELATIONS DEPARTMENT

THE PROVISION OF DEVELOPMENT, DESIGN, IMPLEMENTATION AND MONITORING
AND EVALUATION OF THE BSB DIGITAL CHANNELS MARKETING CAMPAIGN

REFERENCE NO: BSB/M&PR/005/2022-2023

Date: September 2022

NAME AND ADDRESS DETAILS OF PROCURING DEPARTMENT AND ITS AGENT
PREPARING THE DOCUMENTS

PROCURING DEPARTMENT	AGENT
Marketing and Public Relations Botswana Savings Bank P O Box 1150 Gaborone Tel: (267) 3670000 Fax: (267) 395 2608	Ofe Amantle Motiki Botswana savings bank P O Box 1150 Gaborone Tel: (267) 3670000 Fax: (267) 395 2608 E mail: omotiki@bsb.bw

Botswana Savings Bank

TENDER

THE PROVISION OF DEVELOPMENT, DESIGN, IMPLEMENTATION AND MONITORING
AND EVALUATION OF THE BSB DIGITAL CHANNELS MARKETING CAMPAIGN

TENDER

TENDERING PROCEDURES

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

T1.3 Standardised Conditions of Tender

TENDER REF NO: BSB/M&PR/005/22

THE PROVISION OF DEVELOPMENT, DESIGN, IMPLEMENTATION, MONITORING AND
EVALUATION OF THE BSB DIGITAL CHANNELS MARKETING AND COMMUNICATIONS
CAMPAIGN

Tender offers are invited from Local Service providers which are **100% Citizen Owned** companies for the provision of **Development, Design, Implementation, monitoring and Evaluation of the BSB Digital Channels Marketing and Communications Campaign**
The BSB Digital Channels includes Internet Banking, Mobile App, USSD Services and POS Services

The Procuring department is Botswana Savings Bank Marketing and Public Relations Department, Marketing Section, Gaborone.

Bidders who are to be considered for award of the contract should be appropriately licensed to trade and or supply the services tendered for, and in possession of requisite documentation to trade and or supply such services according to the laws of Botswana.

Bidding companies should in possession of Code **138** (Marketing and Public Relations Services, Sub Code **01: Marketing Services,02: Advertising Services (billboards, electronic, internet, signage, informercials, promotional material-content required) ,03: Public Relations Services**). The codes are to be verified online.

All applicable Citizen economic empowerment schemes such as Local Procurement Scheme (**LPS**), Citizen Economic Empowerment Programme (**CEEP**) and Economic Diversification Drive (**EDD**) shall be considered for evaluation and awarding purposes.

The physical address for collection of tender documents is:

Procurement Department
Botswana Savings Bank Headquarters
Plot 53796, Kagiso Mall, Tshomarelo House, Floor Number 4
Gaborone

Documents shall be accessed from the BSB website;

www.bsb.bw/news&resources/downloads.php with effect from **20th September 2022**.

A non-refundable fee of **P350-00** shall be paid in order for the bidder to be eligible to participate in the bidding process and proof of payment to be attached to the bid response. Failure to attach will lead to disqualification. Payment shall be made at any of the following Botswana Savings Bank branches, BSB Headquarters, Rail Park, Palapye, Mahalapye, Molepolole, Serowe, Hukunsi, F/town and Maun; Old, at the following Account details:

- 1) **Acc Name:** BSB Tender Fees
Acc No: 1403-1-03-95-26-00-0000
Reference no: Bidder's Company Name

Payments can also be made through bank transfer or EFT. Account details are as follows:

- 2) **A/c Name:** Botswana Savings Bank
Bank Name: First National Bank of Botswana
Branch Name: Main Branch

Branch Code: 281 467

A/C No: 622 762 353 58

Reference: Bidder's Company Name

A two-envelope procedure will be followed. Bids must be submitted as follows; This is where the technical proposal is prepared separately from the Financial Proposal. No financial information should be contained in the technical proposal or the technical proposal envelope. The Technical proposal should be marked with the word, "TECHNICAL" and the financial proposal marked with the word, "FINANCIAL" Original documents should be marked with the word "ORIGINAL" and all copies marked with the word "COPY". The original technical proposal and all its copies should be placed in one envelope. The original financial proposal and all its copies is also placed in another separate envelope. The two envelopes are then sealed and placed in a bigger outer envelope also sealed. The tender Number, tender title and Name of bidder should appear on the proposals and the envelopes. Parts of each tender offer communicated on paper shall be submitted as **one (1)** original marked original, plus **three (3)** copies.

Queries relating to the issue of these documents may be addressed Ms Ofe Motiki, copied to Mr Johnson M. at Tel +267 3670161 fax No +267 395 2608 at least seven (7) days before tender closing date.

The closing time for receipt of tender documents is **1000hrs on 20th October 2022.**

Tender offers received after closing date, telegraphic, faxed or emailed submissions will not be accepted. Late tenders will be rejected and returned unopened to bidders. Names and addresses of bidders should be reflected on the envelopes.

The physical address for tender submission is:

Botswana Savings Bank (BSB) Plot 53796, Tshomarelo House 4th Floor Tender Box, Kagiso Mall, P O Box 1150, Gaborone Botswana.

Tender opening shall be available both online and physical. Link shall be provided 2 days later from the bid closing date.

Tender documents not correctly packaged and labelled as indicated above will not be accepted.

The Public Procurement Standardised Conditions of Tender apply to this procurement, for which all the applicable Tender Data is contained in the tender documents.

Notwithstanding anything in the foregoing, the Botswana Savings Bank is not bound to accept the lowest or any tender offer, nor incur expenses in the preparation thereof.

Johnson M.
PROCUREMENT OVERSIGHT UNIT
Botswana Savings Bank

THE PROVISION OF DEVELOPMENT, DESIGN, IMPLEMENTATION AND MONITORING
AND
EVALUATION OF THE BSB DIGITAL CHANNELS MARKETING CAMPAIGN

1.1 The conditions of tender are the Standardised Conditions of Tender as published by the Botswana Savings Bank tender regulations.

The Standardised Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standardised Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the Standardised Conditions of Tender to which it mainly applies. There are many other clauses in which the data is required.

1.2 The Procuring entity is Botswana Savings Bank

1.3	<p>The tender documents issued by the Procuring Department comprise:</p> <p>One volume approach</p> <p>TENDER SECTION</p> <p>Tendering Procedures</p> <p>SECTION 1: TENDER SECTION T1.1 Tender Notice & Invitation to Tender T1.2 Tender Data T2.1 List of returnable documents T2.2 Tender Schedules</p> <p>CONTRACT SECTION</p> <p>SECTION 2: PART 1-AGREEMENTS & CONTRACT DATA C1 Part 1 Agreements & Contract Data C1.1 Form of Offer & Acceptance T2.2 Authority of signatory C1.2 Contract Data</p> <p>SECTION 3: PART 2-PRICING DATA C2.1 Pricing Instructions C2.2 (a) Terms of reference</p> <p>SECTION 4: PART 3-SCOPE OF WORK C3 Scope of Work: Services contract</p>
1.4	<p>The Procuring Department's agent is:</p> <p>Marketing and Public Relations Marketing Section Botswana Savings Bank Headquarters P.O.Box 1150 Gaborone Botswana</p> <p><u>Attn: Specialist, Public Relations and Stakeholder Relations</u> Tel (+267) 3670144</p>
2.1	<p>ELIGIBILITY</p> <p>The eligibility criteria for tenderers are: Bidders must, in order to be considered for award of the contract:</p> <ol style="list-style-type: none"> a. Submission of one (1) original and three (3) copies of all documentation submitted for bidding (compliance is checked during opening).

	<ul style="list-style-type: none"> b. Fully completed Certificate of Authority of Signatory. c. Fully completed Form of Offer and Acceptance (should be attached to the Financial Proposal). d. Fully completed and signed Declaration Form for Tendering Purposes e. Submission of a valid copy of Tax clearance. The certificate will be verified online f. Fully completed list of Directors and shareholder's information. g. Submission of a copy of PPAD Registration, Code 138 (Marketing and Public Relations Services, Sub Code 01: Marketing Services,02: Advertising Services(billboards, electronic, internet, signage, informercials, promotional material-content required) ,03: Public Relations Services).To be verified online.
2.2	<p>Parts of each tender offer communicated on paper shall be submitted as one (1) original, plus three (3) copies. All the documents should comply with two envelope system.</p>
2.3	<p>The Procuring Department's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Sealed envelopes marked: THE PROVISION OF DEVELOPMENT, DESIGN, IMPLEMENTATION AND MONITORING AND EVALUATION OF THE BSB DIGITAL CHANNELS MARKETING CAMPAIGN</p> <p>Location of tender box is:</p> <p>Botswana Savings Bank Headquarters, Tshomarelo House, Floor 4 Plot 5379, Kagiso Mall Gaborone</p> <p>Identification details:</p> <p>"THE PROVISION OF DEVELOPMENT, DESIGN, IMPLEMENTATION AND MONITORING AND EVALUATION OF THE BSB DIGITAL CHANNELS MARKETING CAMPAIGN"</p> <p>Tenders will be opened on the same day in the presence of bidders wishing to attend.</p>
2.4	<p>The closing time for submission of tender offers is 1000 hrs on ...July 2022.</p> <p>The physical address for tender submission is: Botswana Savings Bank (BSB) Plot 53796, Tshomarelo House 4th Floor Tender Box, Kagiso Mall, P O Box 1150, Gaborone Botswana.</p>

2.5	Telephonic, telegraphic, telex, facsimile or emailed tender offers will not be accepted. Any bid submitted after the closing time shall be declared late, rejected, and returned unopened to the bidder.
2.6	<p>The tender validity period is four months (120 days) after tender closing date. A bid valid for a shorter period shall be rejected by the Procuring Department as non-responsive.</p> <p>Prior to expiration of the validity period, the procuring department may request bidders to consider extending the validity period stated in the tender data, in writing, for an agreed additional period.</p>
2.7	<p>The time and location for opening of the tender offers is 1015hrs on 20th October 2022. Opening shall also be available online through Microsoft teams. A link shall be provided 24 hours before closing.</p> <p>Location: Botswana Savings Bank (BSB) Plot 53796, Tshomarelo House 4th floor Boardroom, Kagiso Mall, P O Box 1150, Gaborone Botswana.</p>
3	<p>FORMAT OF RESPONSE</p> <p>All bidders shall prepare their tender submissions in a manner and format described below.</p> <ol style="list-style-type: none"> The first document should be a cover letter stating the following: delivery terms, expiry/warranty, price validity, currency used, postal address, physical address and telephone numbers. Any other related information should be provided. <p>The completed document should be submitted in one (1) Original Copies (Marked original) and three (3) copies to the Botswana Savings Bank (BSB) Plot 53796, Tshomarelo House, Kagiso Mall, P O Box 1150, Gaborone, Botswana</p> <p>All bids must be securely bound. The procuring entity will not be held liable for misplaced pages due to insecure binding of bids.</p>
4.0	EVALUATION PROCESS
4.1	<p>TENDER EVALUATION CRITERIA</p> <p>The procedure for evaluation of responsive tender offers is a three (3) stage method evaluating Quality and Cost Selection Method.</p> <p>STAGE ONE: <u>Preliminary Examination for Compliance</u></p> <ol style="list-style-type: none"> Submission of one (1) original and three (3) copies of all documentation submitted for bidding (compliance is checked during opening)

	<p>b. Fully completed Certificate of Authority of Signatory.</p> <p>c. Fully completed Form of Offer and Acceptance (should be attached to the Financial Proposal).</p> <p>d. Fully completed and signed Declaration Form for Tendering Purposes</p> <p>e. Submission of a valid copy of Tax clearance certificate issued by the Botswana Unified Revenue Service. To be verified online</p> <p>f. Fully completed list of Directors and shareholder's information.</p> <p>g. Submission of a copy of PPAD Registration, Code 138 (Marketing and Public Relations Services, Sub Code 01: Marketing Services,02: Advertising Services (billboards, electronic, internet, signage, informercials, promotional material-content required) ,03: Public Relations Services). To be verified online</p> <p>All bids that fail to qualify on any of the above requirements shall be eliminated from further evaluation.</p>
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4.2	<p>STAGE 2: <u>Technical Evaluation</u></p> <p>A technical evaluation of the bidders will be carried out to determine the technical compliance with the specifications or the scope of supplies in the bid document, and any bidder who does not comply with the specifications will be disqualified. Only bids that have passed in stage 1 shall undergo technical evaluation.</p> <p>The matrix below will be used for evaluation of the following;</p>		
	ATTRIBUTE	POSSIBLE MARKS	CRITERIA
	<p>Qualification of key personnel leading the project.</p> <p>a) Curriculum Vitae for each of the proposed key personnel expected to undertake the assignment. This shall include personnel on:</p>	10	<p><i>Qualifications must be traceable and obtained from reputable institutions.</i></p> <ul style="list-style-type: none"> • 10 marks: Master's Degree or higher / 20 years' experience • 5 marks: Bachelor's Degree/10 Years' Experience • 3 marks: Diploma/5 Years' Experience • 2 Marks: Below Diploma/Below 5 Years' Experience
	<p>Project team officer's professional certifications (attach certified Curriculum Vitae of qualified staff).</p>	10	<p>Minimum of the following;</p> <ul style="list-style-type: none"> • 10 marks: Degree or above/10 Years' Experience

		<ul style="list-style-type: none"> • 5 marks: Diploma/5 Years' Experience • 3 marks: Below Diploma/Below 5 Years' Experience
Experience of personnel in the company	15	<ul style="list-style-type: none"> • 15 marks: More than 10 years • 10 marks: More than 5 years but less than 10 years • 5 marks: Less than 5 years
Demonstration/Presentation of the proposed solution (Proof of concept)	40	<p>Marks will be awarded according to but not limited to the below items:</p> <ul style="list-style-type: none"> • 15 Creative Expression • 10 Interactive Go - To - Market Roll Out Plan & Activations • 10 Communication and Media Planning • 5 Monitoring & Evaluation
Total number of institutions served in a similar project in the last 5 years. References to be submitted and BSB reserves the right to cross-check with the referees.	10	<ul style="list-style-type: none"> • 10 marks: 5 years and above • 7 marks: 3 to 4 years • 4 marks: 2 and below
Total	100	
<p>All the bidders who score 80 points (80%) or more will proceed to the next stage of the evaluation.</p>		
4.3	<p>STAGE THREE (3): FINANCIAL EVALUATION (Quality & Cost-QCBS)</p> <p>Basis of award</p> <p>The most compliant bidder who achieves the highest score will be recommended for award. The contract may not necessarily be awarded to the lowest priced bid. To be determined by complete compliance of the bidder to specifications of the listed attributes items, together with the applicable CEE policies to determine the winner.</p>	

	<p>PRICE EVALUATION</p> <p>Suppose three bidders X, Y and Z responded and their prices are given as follows</p> <p>X = P125,000 Y = P150,000 Z = P300,000</p> <p>The lowest bid is given the total score for Price, and other bidders given pro-rata percentages based on the lowest price Scores</p> <p>X = 30 % which is the Maximum score as per the Chart at appendix B. Financial Score for Y = (Price of X/ Price of Y) x 30 = (125000/150000) x 30 = 16.66</p> <p>Z = (Price of X/ Price of Z) x 30 = (125000/300000) x 30 = 8.33</p> <p>Suppliers who passed technical will have their prices evaluated as per criteria above and compared against the budget. Prices will be compared according to the ranking of the percentage scores in descending order against the budget. The supplier with the highest combined financial and technical score and whose price is within budget will be considered for award.</p>
5.0	<p>TENDER ACCEPTANCE</p> <p>Notwithstanding anything contained in any of these tender documents, Botswana Savings Bank is not bound to accept the lowest or any tender nor incur <i>any</i> expenses in the preparation thereof.</p> <p><i>Botswana Savings Bank reserves the right not to accept the lowest or any tender. The tender may be awarded in parts between tenders.</i></p>
6.0	<p>CONTRACT</p> <p>After notification of award, the procuring department will issue formal contract documents to the successful bidder for execution.</p> <p>The successful bidder must within seven (7) days of receipt of the draft contract, comment or make suggestions for amendments, sign and return the documents to the procuring entity.</p>

Botswana
Savings Bank

TENDER RETURNABLE DOCUMENTS	LIST OF RETURNABLE DOCUMENTS
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The tenderer must complete the following returnable documents

Returnable documents for tender evaluation purposes to be incorporated in the contract.

S/NO	REQUIREMENTS	YES/NO
	Form of offer and acceptance	
	Certificate of authority of signatory	
	Curriculum vitae of key staff	
	Experience of the tenderer	
	Completed form of directors and shareholders for the company	
	Directors and Shareholders Information	

OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES	SUBMITTED
Copy of valid Tax Clearance Certificate	
Copy of valid Trade Licence	
Submission of a certified copy of PPAD Registration	
List of directors Form 2 etc....	
References	
Proof of payment	

OTHER DOCUMENTS TO BE INCORPORATED IN THE CONTRACT	SUBMITTED
Quality plan	
Project execution methodology	

Signed

Date _____

Name

Position _____

Tenderer

Failure to comply with the above requirements will lead to rejection of the tender.

Republic of Botswana

TENDER RETURNABLE DOCUMENTS	TENDER SCHEDULES CERTIFICATE OF AUTHORITY OF SIGNATORY
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Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A COMPANY	B PARTNERSHIP	C JOINT VENTURE	D SOLE PROPRIETOR	E OTHER

A. Certificate for company

I, _____, authorised representative of _____, hereby confirm that by resolution of the board Mr/Ms _____, acting in the capacity of _____, was authorised to sign all documents in connection with this tender offer and any contract resulting from it on behalf of the company.

B. Certificate for partnership

We, the undersigned, being the key partners in the business trading as _____ hereby authorise Mr/Ms _____, acting in the capacity of _____, to sign all documents in connection with the tender offer for Contract _____ and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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NOTE: This certificate is to be completed and signed by all of the partners. Attach additional pages if more space is required.

Furthermore we attach to this Schedule a copy of the partnership agreement which incorporates a statement that all partners are liable jointly and severally for the execution of the contract and that the lead partner is authorised to incur liabilities, receive instructions and payments and be responsible for the entire execution of the contract for and on behalf of any and all partners.

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms _____, an authorised signatory of the company _____, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract _____ and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

Furthermore we attach to this Schedule a copy of the joint venture agreement which incorporates a statement that all partners are liable jointly and severally for the execution of the contract and that the lead partner is authorised to incur liabilities, receive instructions and payments and be responsible for the entire execution of the contract for and on behalf of any and all the partners.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

D. Certificate for sole proprietor.

I, _____, hereby confirm that I am the sole owner
of the business trading as _____.

E. Certificate for other.

I, _____, hereby confirm that I am _____
_____ of the business trading as _____.

THUS SIGNED AND SWORN TO BEFORE ME COMMISSIONER OF OATHS AT
_____ ON THIS _____ DAY OF _____ 20____, AT ____AM
/ PM, THE DEPONENT HAVING ACKNOWLEDGED THAT HE KNOWS AND UNDERSTANDS
THE CONTENTS OF THIS DECLARATION AND THAT IT IS BINDING ON HIS CONSCIENCE.

COMMISSIONER OF OATHS

CAPACITY:

Republic of Botswana	TENDER RETURNABLE DOCUMENT	DECLARATION FORM FOR TENDERING PURPOSES
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Declaration to establish that Directors, shareholders, partners, members have not participated through any other bid for the same tender.

PART A

I, _____ (full name), in my capacity as (state position in Entity)

hereby declare that on my behalf, and on behalf of the owners, partners / directors/ shareholders /administrators and/or Other (Please specify)

of:
..... (name of Entity)

of:
.....
..... (Postal/physical address)

that, in connection with the enclosed tender,

All information contained herein is true and not misleading, and it is to the best of my knowledge factual and binding on the Entity and/or its Representatives. I state that the (State Name of Entity) and/or its representatives confirm that they have not, through other entities, participated in the same tender and offer the same products in response to the same items.

NOTE THAT: In the case of competing franchises, the franchises may bid for the same item but with different products. Item means the commodity required by the procuring entity indicated in the ITT. Product means the commodity offered by the bidder.

I declare and confirm that the Entity and/or its Representatives have in fact not participated in the same tender and offered the same products in response to the same items, through any other registered company or other entity. I hereby provide a current list of Directors/ Administrators/ Partners/ Members and/or Shareholders for the Company/Partnership/ Society/Joint Venture/ Private Foundation/Statutory Body and/or other (Please specify)

<i>DIRECTORS/MEMBERS/ PARTNERS NAME and/OR</i>	<i>CAPACITY ENTITY</i>	<i>IN</i>	<i>NATIONALITY</i>	<i>PERCENTAG E OF</i>
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	<i>Other (Please Specify).....</i>			<i>SHAREHOLDING</i>
1				
2				
3				
4				
5				
6				
7				

	SHAREHOLDERS NAME	NATIONALITY	PERCENTAGE OF SHAREHOLDING
1			
2			
3			
4			
5			
6			
7			

If more space is required attach additional sheet. Note that Public companies should state which stock exchange the company is listed under.

I further acknowledge that should any of the directors, partners, and shareholders, members/administrators /(others please specify) be found to be associated in a similar or other manner in another company/entity, participating in this tender and offering the same products in response to the same items, this shall disqualify this Company/Partnership/ *Society*/Joint Venture/ Private Foundation/Statutory Body, and whichever company or other entity the said director/partner/shareholder/member and/or administrator is consequently involved in.

I further acknowledge that should the Company /Partnership/ *Society*/Joint Venture/ Private Foundation/ Statutory Body or any of its affiliates or subsidiaries be found to have participated in the same tender and offered the same products in response to the same items, the said Company/Partnership/ *Society*/Joint Venture/ Private Foundation/Statutory Body/(others please specify) and its affiliates and/or subsidiaries shall be disqualified.

The Company/Partnership/ *Society*/Joint Venture/ Private Foundation/ Statutory Body/(others please specify), through its agents, employees or directors has not illegally communicated with any member of the procuring department or the Public Procurement and Asset Disposal Board, except as may be permitted in the relevant "instructions to tenderers" or by law.

The Company/Partnership/ *Society*/Joint Venture/ Private Foundation/Statutory Body/(others please specify), through its agents, employees, partners, members, administrators and/or directors has not paid or offered to pay any consideration, favour or promise to any member of the procuring department or any person employed by or associated with Public Procurement and Asset Disposal Board (PPADB) or its Committees.

I declare that this tender is submitted by us in our own right and we have not colluded in any way with any other /potential tenderer in the production and submission of this tender other than in the establishment of a joint venture or sub-contractor arrangement as fully and correctly declared in the tender.

I acknowledge that if after the award of this tender any of these declarations are found to be false then any contract(s) between ourselves and the procuring department and/or PPADB shall be terminated forthwith and we may be barred from future tendering for government services and liable to possible prosecution.

I confirm that our entity has undertaken not to collude to withdraw from a tender award, only for the reason that an unsuccessful bidder be awarded the tender. I confirm further that the entity has undertaken not to engage in frivolous complaints and litigation that frustrates project implementation.

SIGNED: NAME:

DATED:.....

.....

Entity

Stamp

PART B

1. Declaration to establish Eligibility for Reservation and Price Preferences for 100% Citizen Owned Contractor / Companies and other Entities.
2. The declaration shall be signed by all Businesses tendering for reserved contracts and contracts subject to preferences, as a condition of each tender.

3. The 100% citizenship requirements for shareholders, etc contained therein shall not withstand any previous consents and practice, be pre condition for the award of any reserved tender.

Definition

4. The following definitions shall apply to this declaration:

100% Citizen Owned Contractor / Company: a natural person or an incorporated company wholly owned and controlled by persons who are citizens of Botswana.

Control: the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of managerial and financial authority and power in determining the policies and directing the operations of the business.

Net Amount: the financial value of the Contract at the time of the award of the Contract, exclusive of sales tax which the law requires the Employer to pay to the Contractor.

Owned: Having all the customary incidents of ownership, including the right of disposition, and sharing in all the risks and profits commensurate with the degree of ownership interest or shareholding as demonstrated by an examination of the substance as well as the form of ownership arrangements

5. The company operates banking and savings accounts, the only authorised signatories are:

i.
.....
(Bank Name and Name of signatory) (Omang
No. /Passport)

ii.
.....
(Bank Name and Name of signatory) (Omang
No. /Passport)

ii.
.....

(Bank Name and Name of signatory)
No. /Passport)

(Omang

iv.
.....

(Bank Name and Name of signatory)
No. /Passport)

(Omang

6. Undertakings

The Tenderer confirms that it is a 100% Citizen owned contractor/company and undertakes to remain a Citizen Contractor for the duration of the Contract. The Tenderer further undertakes not to subcontract more than 25% of the Net Amount to non-Citizen Contractors in the performance of the Contract.

7. Sanctions relating to reserved treatment

Any changes in Ownership or Control which violate the definition of a Citizen Contractor or the subcontracting of more than 25% of the Net Amount of the Contract to non-Citizen Contractors shall be sufficient reason for the Procuring Department to terminate the Contract.

8. All the shareholders of(Name of company) have read this declaration and agree to its contents.

- a) All the shareholders hereby give consent verification of the information provided above and understand that this may include but not limited to the verification of assets, liabilities, accounts, bonds and undertake to notify the competent authorities of any change to the information provided in this Declaration within seven days of such occurrence.
- b) I understand and declare that each matter here deposed to is essential for the tender validity of (Name of company)'s

NB: The Procuring Entity reserves the right to confirm the authenticity of the information provided above.

THUS SIGNED AND SWORN TO BEFORE ME COMMISSIONER OF OATHS AT _____ ON THIS _____ DAY OF _____ 20____, AT ___AM / PM, THE DEPONENT HAVING ACKNOWLEDGED THAT HE KNOWS AND UNDERSTANDS THE CONTENTS OF THIS DECLARATION AND THAT IT IS BINDING ON HIS CONSCIENCE.

COMMISSIONER OF OATHS

CAPACITY:

Republic of Botswana

TENDER
RETURNABLE DOCUMENTS

TENDER SCHEDULES
CURRICULUM VITAE OF
KEY PERSONNEL

Note to tenderers: Please provide details of your CV here. Alternatively, you may attach a signed copy of your CV. Tenderers must include details of actual team members that will be deployed on site to perform the work not simply their company management personnel

Name:

Profession:

Current Position:

Qualification and Experience:

Date of Birth:

Nationality:

Years with the firm:

Education:

Professional Membership

Experience Record

Languages:

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

[Signature of CV owner]

Date: _____

Botswana Savings
Bank

TENDER

RETURNABLE DOCUMENTS

TENDER SCHEDULES

MANAGEMENT PLAN

Note to tenderers: Please describe the management arrangements for the work in this contract. You are requested to include:

1. An organisation chart showing onsite and off-site management personnel
2. CV's for people proposed for all identified posts.
3. Details of the location (and functions) of offices from which the work will be managed.
4. Details of the experience of the staff who will be working on the project with respect to
 - Working with the chosen form of contract.
 - (Insert other experience that is important for the contractor's staff to have) If staff experience of these matters is limited, an indication of relevant training that they have attended would be helpful.
5. An explanation of how you propose to allocate adequate resources to enable you to comply with the requirements and prohibitions imposed on you by or under the statutory provisions relating to health and safety.

Summary of items attached to this schedule:

Botswana Savings Bank

TENDER RETURNABLE DOCUMENTS	TENDER SCHEDULES EXPERIENCE OF TENDERER
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The following is a statement of Development, Design, Monitoring and Evaluation of Digital Channels Marketing Campaign of value P1 000 000.00 or less.

Employer, contact person and telephone number.	Description of contract	Value of work	Date completed

Signed

Date

Name

Position

Tenderer

COMPANY DIRECTORS AND SHAREHOLDERS INFORMATION

DEPARTMENT: _____

TENDER NO: _____

BIDDERS NAME: _____

DESCRIPTION OF TENDER/QUOTATION: _____

(A) COMPANY DIRECTORS

FULL NAME (surname, first name)	ID. NO	CITIZENSHIP	POSITION IN COMPANY

*** (B) COMPANY SHAREHOLDERS**

FULL NAME (surname, first name)	ID. NO	CITIZENSHIP	PERCENTAGE (%) OF SHAREHOLDING IN COMPANY*

NOTE THAT INFORMATION REQUIRED IN (A) AND (B) ABOVE SHOULD BE SUBMITTED IN THESE HOLDING ARRANGEMENT.

THE INDIVIDUAL SHAREHOLDERS OF COMPANY _____ ARE AS FOLLOWS:

- 1.
- 2.
- 3.

4.

I, -----
(Full Name, i.e. First Name & Surname)

HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE ABOVE INFORMATION AT (A) & (B) IS BOTH TRUE AND CORRECT.

1. Company Stamp : -----

2. Date:

3. Signature:

* WHERE THE BIDDING COMPANY IS A SHAREHOLDER IN ANOTHER CORPORATE BODY OR WHERE SOME OF THE SHAREHOLDERS OF THE BIDDING COMPANY ARE ALSO CORPORATE BODIES, THE SHAREHOLDERS AND DIRECTORS OF SUCH SHOULD ALSO BE DISCLOSED.

Botswana Savings Bank

CONTRACT PART 1 AGREEMENTS & CONTRACT DATA	FORM OF OFFER AND ACCEPTANCE
--	---------------------------------

Offer

The Procuring Department, Botswana Savings Bank of P O BOX 1150, Gaborone, Botswana, has solicited offers to enter into a contract for;

THE PROVISION OF DEVELOPMENT, DESIGN, IMPLEMENTATION AND MONITORING AND EVALUATION OF THE BSB DIGITAL CHANNELS MARKETING CAMPAIGN

The tenderer, identified in the signature block below, has examined the documents listed in the Tender Data as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By attaching the signature of a duly authorised representative to this part of this Form of Offer and Acceptance, the tenderer offers to perform all of the obligations and liabilities of the Contractor (or the Consultant or the Supplier as the case may be) under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

<p>The total of the amount tendered is _____ Pula, (in words); P_____ (in figures). (Not applicable for cost reimbursable or rate only contracts)</p>

This Offer, of which the tenderer has signed two originals, may be accepted by the Procuring Department by signing the form of Acceptance overleaf and returning one fully executed original of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the Contractor, Professional Service Provider, Service Provider or the Supplier as the case may be) in the Conditions of Contract identified in the Contract Data.

For the tenderer:

Signature(s)

Name(s)

Capacity

.....

.....

.....

(Insert name and address of organisation)

Name &
signature
of witness

Date

Acceptance

By attaching the signature of a duly authorised representative to this part of this Form of Offer and Acceptance, the Procuring Department accepts the tenderer's Offer. In consideration thereof, the Procuring Department shall pay the Contractor, (or the Consultant or the Supplier as the case may be) the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an Agreement between the Procuring Department and the tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the Contract, are contained in:

- Part 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part 2 Pricing Data
- Part 3 Scope of Work

And drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Procuring Department during this process of Offer and Acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week of receiving a fully executed original of this Agreement, including the Schedule of Deviations (if any), contact the Procuring Department's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully executed original of this document, including the Schedule of Deviations (if any). Unless the tenderer (now Contractor, Consultant or Supplier) within five days of the date of such receipt notifies the Procuring Department in writing of any reason why he cannot accept the contents of this Form of Offer and Acceptance, this Agreement shall constitute a binding contract between the Parties.

For the Procuring Department

Signature(s)

Name(s)

Capacity

(Insert name and address of organisation)

Name &
signature
of witness

Date

Note: If tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. ____' (Suggested format, to be completed by the Procuring Department prior to award of contract)

Schedule of Deviations

Note:

1. The extent of deviations from the tender documents issued by the Procuring Department prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. In the event of conflict between the contents of this Schedule of Deviations and any other list or record of tender stage amendments or addenda, this Schedule shall take precedence.

1 Subject _____

Details _____

2 Subject _____

Details _____

3 Subject _____

Details _____

4 Subject _____

Details _____

5 Subject _____

Details _____

6 Subject _____

Details _____

By affixing the signatures of the duly authorised representatives below, the Procuring Department and the tenderer both agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any changes to the terms of the Offer agreed by the tenderer and the Procuring Department during this process of Offer and Acceptance.

It is expressly agreed that no information, documentation or communication not listed in the Schedule of Deviations shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the tenderer:

Signature(s)

Name(s) _____

Capacity _____

(Insert name and address of organisation)

Name &
signature
of witness _____

Date _____

For the Procuring Department

Signature(s)

Name(s)

Capacity

(Insert name and address of organisation)

Name &
signature
of witness

Date

Botswana Savings Bank	CONTRACT
THE PROVISION OF DEVELOPMENT, DESIGN, IMPLEMENTATION AND MONITORING AND EVALUATION OF THE BSB DIGITAL CHANNELS MARKETING CAMPAIGN	
CONTRACT	
PART 1: AGREEMENTS AND CONTRACT DATA	
C1 Memorandum of Agreement - <i>draft attached to the tender document</i>	
C1.1 Form of Offer and Acceptance	
C1.2 Contract Data	
PART 2: PRICING DATA	
C2.1 Pricing Instructions	
C2.2 Terms of reference	
Part 3: SCOPE OF WORK	
C3 Scope of services	

Botswana Savings Bank

CONTRACT PART 2
PRICING DATA

PRICING INSTRUCTIONS

PRICE

- The bidder will be required to quote the cost of Development, Design, Implementation and Monitoring and Evaluation of the BSB Digital Channels Marketing Campaign.

CURRENCY

- Bidders are required to express the price of their services in Botswana Pula only (BWP).

PAYMENTS

NB: The winning bidder will be required to open a BSB Bank Account through which payments in relation the service provision shall be credited.

VALUE ADDED TAX (VAT)

- All prices shall be exclusive of VAT except on the grand total.
- Proof of VAT registration shall be submitted by VAT registered Bidder.
- VAT exclusion on the Grand Total by VAT registered Bidder shall render the bid non-compliant and not fit for consideration for award.
- All applicable insurances must be covered including but not limited to Professional indemnity cover should be provided upon a bidder winning the tender, failure which will lead to a disqualification.

PRICE VARIATION

- In the event of the contractor incurring increased costs in the execution of the contract by reason of any or all the following, a price increase may be considered.
- An increase by reason of any statute enactment or regulation having the force of law and applicable to the traders concerned and binding on or effecting the contract and which could not have been foreseen at the date of tender.
- Prices may be increased by the consumer price index after 12 months of the contract as will be approved by Botswana Savings Bank.

Bidders shall provide total supply Cost breakdown, including all expenses. Cost must include VAT (Value Added Tax), withholding tax where applicable. Sufficient breakdown should be given to allow evaluation of all key components.

**THE PROVISION OF DEVELOPMENT, DESIGN, IMPLEMENTATION AND MONITORING
AND EVALUATION OF THE BSB DIGITAL CHANNELS MARKETING CAMPAIGN**

Item No	Feature	Requirements	
The bidder shall demonstrate how the following will be achieved:			
1.	General Campaign Required Achievements	<p>A winning Digital Channels Marketing Campaign strategy that will introduce the first ever digital channels (Internet Banking, Mobile App, USSD Services and POS Services) to the BSB customers as well as promote:</p> <ul style="list-style-type: none"> • Increased uptake on BSB Digital Channels. • Clearly conceptualise the different BSB Digital Channels • Brand the overall BSB Digital Channels and appropriately name the individual channels • Increased BSB brand visibility • Appreciation of the Digital Channels to existing customers and potential customers 	
2.	Technical Requirements	<p>Creative Expression Communications & Media Planning Interactive Go – To – Market Roll Out Plan& Activations Implementation, Monitoring & Evaluation</p>	

CONTENTS:

- 1 General
- 2 Tenderer's obligations
- 3 The Procuring Department undertakings

1 General

Actions	The Procuring Department and each tenderer submitting a tender offer shall comply with these Conditions of Tender. The Procuring Department will, in addition, act in a manner that is fair, equitable and transparent.
Tender documents	The documents issued by the Procuring Department for the purpose of a tender offer are listed in the Tender Data.
Interpretation and definitions	<p>The Tender Data and any additional requirements contained in the Tender Schedules that are included in the Returnable Documents are deemed to be part of these Conditions of Tender.</p> <p>These Conditions of Tender, the Tender Data and Tender Schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.</p> <p>Comparative Offer means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration.</p>
Communication and Procuring Department's agent	Each communication between the Procuring Department and a tenderer shall be to or from the Procuring Department's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The Procuring Department will not take any

responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the Procuring Department's agent are stated in the Tender Data

The Procuring Department's rights to accept or reject any tender offer

The Procuring Department may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tenders offers at any time prior to the formation of a contract. The Procuring Department will not accept or incur any liability to a tenderer for such cancellation and rejection but will give reasons for the action.

2 Tenderer's obligations

The tenderer shall comply with the following obligations:

Eligibility

Submit a tender offer only if the tenderer complies with the criteria stated in the Tender Data.

Cost of tendering

Accept that the Procuring Department will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer.

Check documents

Check the tender documents on receipt, including pages within them, and notify the Procuring Department of any discrepancy or omissions.

Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents provided by the Procuring Department only for the purpose of preparing and submitting a tender in response to this invitation.

Standardised specifications and other publications

Obtain, as necessary for submitting a tender offer, copies of the latest revision of standardised specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

Acknowledge addenda

Acknowledge receipt of Add addenda to the *tender documents*, which the Procuring

Department may issue, and if necessary apply for an extension to the closing time stated in the Tender Data, in order to take the addenda into account.

Site visit and / or clarification meeting Attend a site visit and / or clarification meeting at which tenderers may familiarise themselves with the proposed work, services or supply, (and location, etc.) and raise questions. Details of the meeting(s) are stated in the Tender Data.

Seek clarification Request clarification of the tender documents, if necessary, by notifying the Procuring Department at least fourteen (14) working days before the closing time stated in the Tender Data.

Insurance Be aware that the extent of insurance to be provided by The Procuring Department (if any) may not be for the full cover required in terms of the conditions of contract identified in the Contract Data. The tenderer is advised to seek qualified advice regarding insurance. (Insurance not required; very short contract)

Pricing the tender offer Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days prior to the closing time stated in the Tender Data.

Show Value Added Tax (VAT) payable by the Procuring Department separately as an addition to the tendered total of the prices.

Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the Contract Data.

State the rates and prices in local currency unless instructed otherwise in the Tender Data. The conditions of contract identified in the Contract Data may provide for part payment in other currencies.

Alterations documents to Not make any alterations or additions to the tender documents, except to comply with instructions issued by the Procuring Department or if necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

Alternative tenders May submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

Accept that an alternative tender offer may be based only on the criteria stated in the Tender Data.

Submitting tender offer a Submit a tender for providing the whole of the works, services or supply identified in the Contract Data unless stated otherwise in the Tender Data.

Return the Returnable Documents to the Procuring Department, after completing in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

Information data to be completed in all respects & Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the Procuring Department as non-responsive.

Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the Tender Data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Procuring Department.

Sign the original and all copies of the tender where indicated. The Procuring Department will hold all authorised signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as Joint Ventures shall state which of them is the lead partner whom the Procuring Department shall hold liable for the purpose of the tender offer.

Seal the original and each copy of the tender as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Procuring Department's address and identification details stated in the Tender Data, as well as the tenderer's name and contact address.

Where a two-envelope system is required in terms of the tender data, place and seal the Returnable Documents listed in the Tender Data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the Procuring Department address and identification details stated in the tender data, as well as the tenderer's name and contact address.

Seal the original tender offer and copy packages together in an outer package that states on the outside only the Procuring Department address and identification details stated in the Tender Data

Accept that the Procuring Department will not assume any responsibility for the misplacement or premature opening of the tender if the outer package is not sealed and marked as stated

Closing time

Ensure that the Procuring Department receives the tender offer at the address specified in the Tender Data not later than the closing time stated in the Tender Data. Proof of posting will not be accepted as proof of delivery. The Procuring Department will **not** accept a tender offer

submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Tender Data.

Accept that, if the Procuring Department extends the closing time stated in the Tender Data for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.

Tender validity **offer** Hold the tender offer(s) valid for acceptance by the Procuring Department at any time during the validity period stated in the Tender Data after the closing time stated in the Tender Data.

If requested by the Procuring Department, consider extending the validity period stated in the Tender Data for an agreed additional period.

Clarification of tender submission **of after** Provide clarification of a tender offer in response to do so from the Procuring Department during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by adjustment of certain rates and / or item prices. No change in the total of the prices or substance of the tender offer is sought, offered or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

Provide material **other** Provide, on request from the Procuring Department, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarised joint venture agreements), or the referencing and / or reservation arrangements considered necessary by the Procuring Department for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time of the submission stated in the Procuring Department's request, the Procuring Department may regard the tender offer as non-responsive.

Submit securities, bonds, policies etc. **submit** If requested, submit for the Procuring Department's acceptance before the formation of a contract, all securities, the bonds,

guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the Contract Data.

Check the final draft of the contract provided by the Procuring Department, within the time available for the Procuring Department to issue the contract.

Return of other tender documents If so instructed by the Procuring Department, return all retained tender documents within 28 days after the expiry of the validity period stated in the Tender Data.

3 The Procuring Department undertakings

The Procuring Department undertakes to:

Respond to clarification Respond to a request for clarification received up to five working days prior to the closing time stated in the Tender Data and notify all tenderers who attended the site / clarification meetings of those responses.

Issue Addenda If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date of the Tender Notice until seven days before the closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Procuring Department may grant such an extension and will notify it to all tenderers.

Return late tenders offers Return tender offers received after the closing time stated in the Tender Data, unopened, to the tenderer concerned.

Tender offer opening Unless the two-envelope system described below is to be followed, open valid tender offers in the presence of the tenderers' agents who choose to attend at the time and place stated in the Tender Data. Tender offers for which acceptable reasons of withdrawal have been submitted will not be opened.

Announce at the opening the name of each *tenderer* whose tender is opened, the total of his prices,

preferences claimed and time for completion (if any) for the main tender offer only.

Two-envelope system

Where stated in the Tender Data that a two-envelope system is to be followed, open only the technical proposals of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the Tender Data and announce the name of each tenderer whose technical proposal is opened.

Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers who score in the quality evaluation above the minimum number of points for quality stated in the Tender Data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he offered an inducement to or colluded with any person with a view to influencing the award of the contract.

Test responsiveness

for Determine on opening and before detailed evaluation, whether each tender offer properly received:

- meets the requirements of these Conditions of Tender,
- has been properly and fully completed and signed, and
- Is responsive to the requirements of the tender documents.

A *responsive tender* as one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Procuring Department's opinion would:

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Contract Data,
- change the Procuring Department's or the tenderer's risks and responsibilities under the contract, or
- Affect the competitive position of other *tenderers* presenting responsive tenders if it were to be rectified.

Non-responsive tenders

Reject a non-responsive tender, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

Arithmetic errors

Check responsive tenders for arithmetical errors, correcting them in the following manner:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line-item total, resulting from the product of the unit rate and the quantity, the line-item total shall govern and the rate shall not be corrected. Where there is an obviously gross misplacement of the decimal point in the rate, the line item total as quoted shall govern, and the rate will not be corrected.
- Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will not be asked to revise selected item prices (and their rates if a bill of quantities applies) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described above.

Clarification of a tender offer	Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.
Acceptance of tender	Notify the successful tenderer of the Procuring Department's acceptance of his tender offer by completing and returning one copy of the Form of Offer and Acceptance before the expiry of the validity period stated in the Tender Data or agreed additional period. Providing the Form of Offer and Acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the Procuring Department and the successful tenderer as described in the Form of Offer and Acceptance.
Notice to unsuccessful tenderers	After the successful tenderer has acknowledged the Procuring Department notice of acceptance, notify other tenderers that their tenders have not been accepted.
Prepare contract documents	<p>If necessary, revise documents that will form part of the contract and were issued by the Procuring Department as part of the tender documents to take account of:</p> <ul style="list-style-type: none">• Addenda issued during the tender period,• inclusion of some of the Returnable Documents,• other revisions agreed between the Procuring Department and the successful tenderer, and• The Schedule of Deviations attached to the Form of Offer and Acceptance.
Issue final contract	Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the Procuring Department's execution of the Form of Offer and Acceptance (including the Schedule of Deviations). Only those documents that the Conditions of Tender require the tenderer to submit, after acceptance by the Procuring Department, will be included.

- Complete adjudicator's Contract** Unless alternative arrangements have been agreed, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.
- Provide copies of the contracts** Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after signing of the Form of Offer and Acceptance.