

BOTSWANA SAVINGS BANK



DEPARTMENT OF ICT & MIS

A SERVICES CONTRACT FOR THE RENEWAL OF FORCEPOINT DLP LICENSE, BEYONDTRUST SOFTWARE SUITE MAINTENANCE AGREEMENT LICENSES, MAINTENANCE & SUPPORT SERVICES FOR FORCEPOINT DLP AND BEYONDTRUST SOFTWARE SUITE (1 YEAR CONTRACT) TO BOTSWANA SAVINGS BANK

REFERENCE NO: BSB/POU/ICT&MIS/015:2023-2024

DATE: 20 NOVEMBER 2023

NAME AND ADDRESS DETAILS OF PROCURING DEPARTMENT AND ITS AGENT PREPARING THE DOCUMENTS	
PROCURING DEPARTMENT	AGENT
ICT & MIS Letsholo K Moeti Manager, IT & Cyber Security Botswana Savings Bank P O Box 1150 Gaborone Tel: (267) 367 0146 Fax: (267) 395 2608	Procurement Unit Botswana Savings Bank P O Box 1150 Gaborone Tel: (267) 367 0000 Fax: (267) 395 2608 E mail: procurementunit@bsb.bw



A SERVICES CONTRACT FOR THE RENEWAL OF FORCEPOINT DLP LICENSE BEYONDTRUST SOFTWARE SUITE MAINTENANCE AGREEMENT LICENSES AND MAINTENANCE & SUPPORT SERVICES FOR FORCEPOINT DLP AND BEYONDTRUST SOFTWARE SUITE (1 YEAR CONTRACT) TO BOTSWANA SAVINGS BANK

TENDER
TENDERING PROCEDURES

- T1.1 Tender Notice and Invitation to Tender
- T1.2 Tender Data
- T1.3 Standardised Conditions of Tender

Botswana Savings Bank

TENDER NO: BSB/POU/ICT&MIS/015:2023-2024
TENDERING PROCEDURES

TENDER NOTICE
AND INVITATION TO
TENDER

TENDER REF NO: BSB/POU/ICT&MIS/015:2023-2024

A SERVICES CONTRACT FOR THE RENEWAL OF FORCEPOINT DLP LICENSE (BEYONDTRUST SOFTWARE SUITE MAINTENANCE AGREEMENT LICENSES AND MAINTENANCE & SUPPORT SERVICES FOR FORCEPOINT DLP AND BEYONDTRUST SOFTWARE SUITE (1 YEAR CONTRACT) TO BOTSWANA SAVINGS BANK

Sealed Tender offers are invited from Local 100% citizen owned companies.

The procuring entity is Botswana Savings Bank ICT & MIS Department, Gaborone.

Bidding method: Open Domestic Bidding

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 and must be 100% citizen owned entities.

Bidders who are domiciled in Botswana must, to be considered for the award of the contract, be registered with the Public Procurement Regulatory Authority in the following categories: Code,

Code: 120 ICT Technical Support Services

Sub code(s) :06-ICT Security Management and maintenance Services

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 below link:

www.bsb.bw/news&resources/downloads.php

with effect from 20th November 2023. Tender documents shall be available both in soft copies and hard copies. Bidders interested in receiving soft copies shall share email addresses and proof of payment upon payment of the tender fee to procurementunit@bsb.bw

A non-refundable fee of P400.00 shall be paid by interested bidders before collection of tender documents. Youth-owned companies shall purchase the tender at half price. Payment shall be made at any of the following Botswana Savings Bank branches and or ATMs: BSB Headquarters, Rail Park, Palapye, Mahalapye, Molepolole, Serowe, Hukunsi, F/town and Maun; Old Naledi and Kanye ATMs, at the following Account details:

- 1) **Acc Name:** Other Income
Acc No: 1415-1-03-35-24-00-0000
Reference no: Bidder's Company Name

<p>A One-Envelope procedure will be followed.</p> <p>Parts of each tender offer communicated on paper shall be submitted as one (1) original marked original, plus two (2) copies.</p>
<p>Queries relating to the issue of these documents may be addressed to procurementunit@bsb.bw at Tel +267 3670162/3/0148 Fax No +267 395 2608 at least (7) days before tender closing date; Copied to lmoeti@bsb.bw and mjohnson@bsb.bw No queries shall be allowed thereafter.</p>
<p>The closing time for receipt of tender documents is 1000hrs on 01 DECEMBER 2023.</p> <p>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.</p> <p>The physical address for tender submission is:</p> <p>Botswana Savings Bank (BSB) Plot 53796, Tshomarelo House 4th Floor Tender Box, Kagiso Mall, P O Box 1150, Gaborone Botswana.</p> <p>Tender opening shall be available both online and physical. A link shall be provided 2 days later from the bid closing date on the BSB website.</p>
<p>Tender documents not correctly packaged and labelled as indicated above will not be accepted.</p>

The Public Procurement Regulatory Authority 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, Botswana Savings Bank is not bound to accept the lowest or any tender offer, nor incur expenses in the preparation thereof.

Procurement Oversight Unit
Botswana Savings Bank

A SERVICES CONTRACT FOR THE RENEWAL OF FORCEPOINT DLP LICENSE BEYONDTRUST SOFTWARE SUITE MAINTENANCE AGREEMENT LICENSES AND MAINTENANCE & SUPPORT SERVICES FOR FORCEPOINT DLP AND BEYONDTRUST SOFTWARE SUITE (1 YEAR CONTRACT) TO BOTSWANA SAVINGS BANK

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 Botswana Savings Bank 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 Entity's agent is:</p> <p>Procurement Unit Botswana Savings Bank Headquarters P.O.Box 1150 Gaborone Botswana</p>
2.1	<p>ELIGIBILITY</p> <p>The eligibility criteria for tenderers are:</p> <ul style="list-style-type: none"> • 100% Citizen owned entities. • Proof of purchase of tender document <p>Stage 1: Compliance</p> <ol style="list-style-type: none"> a. Submission of one (1) original and two (2) copies of all documentation submitted for bidding (compliance is checked during opening) b. Fully completed Certificate of Authority of Signatory.

	<ul style="list-style-type: none"> c. Fully completed Form of Offer and Acceptance. d. Submission of a copy of Tax clearance. The certificate will be verified online. e. Fully completed list of Directors and shareholder's information. f. Submission of a copy of PPRA Registration, Code: 120 ICT Technical Support Services Sub code(s) :06-ICT Security Management and maintenance Services, to be verified online. g. Completed Declaration form for Tender Purposes h. Manufacturer's Authorisation Letter from Forcepoint and Beyondtrust or authorised Software Distributor.
2.2	<p>Parts of each tender offer communicated on paper shall be submitted as one (1) original, plus two (2) copies. All documents must comply to a one envelope system.</p>
2.3	<p>The Procuring Entity's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p style="text-align: center;">Sealed envelopes marked: A SERVICES CONTRACT FOR THE RENEWAL OF FORCEPOINT DLP LICENSE BEYONDTRUST SOFTWARE SUITE MAINTENANCE AGREEMENT LICENSES AND MAINTENANCE & SUPPORT SERVICES FOR FORCEPOINT DLP AND BEYONDTRUST SOFTWARE SUITE (1 YEAR CONTRACT) TO BOTSWANA SAVINGS BANK</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 style="text-align: center;">"A SERVICES CONTRACT FOR THE RENEWAL OF FORCEPOINT DLP LICENSE (1 YEAR SUBSCRIPTION), BEYONDTRUST SOFTWARE SUITE MAINTENANCE AGREEMENT LICENSES (1 YEAR SUBSCRIPTION) AND MAINTENANCE & SUPPORT SERVICES FOR FORCEPOINT DLP AND BEYONDTRUST SOFTWARE SUITE (1 YEAR CONTRACT) TO BOTSWANA SAVINGS BANK"</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 01st December 2023.</p> <p>The physical address for tender submission is: Botswana Savings Bank (BSB) Plot 53796, Tshomarelo House 4th Floor Tender Box, Kagiso Mall, P Box 1150, Gaborone Botswana.</p>
2.5	<p>Telephonic, telegraphic, telefax, 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.</p>
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 01th December 2023. Opening shall also be available through Microsoft teams. A link shall be provided. 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"> 1. 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 two (2) copies to the Botswana Savings Bank (BSB) Plot 53796, Tshomarelo House, Kagiso Mall, P 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	<p>EVALUATION PROCESS</p>
4.1	<p>TENDER EVALUATION CRITERIA STAGE ONE: <u>Preliminary Examination for Compliance</u></p> <ol style="list-style-type: none"> a. Submission of one (1) original and two (2) copies of all documentation submitted for bidding (compliance is checked during opening) b. Fully completed Certificate of Authority of Signatory. c. Fully completed Form of Offer and Acceptance. d. Submission of a copy of Tax clearance certificate issued by the Botswana Unified Revenue Service. To be verified online e. Fully completed list of Directors and shareholder's information. f. Fully completed Declaration Form for Tender Purposes g. Submission of a copy of PPRA Registration, Code: 120 ICT Technical Support Services Sub code(s) :06-ICT Security Management and maintenance Services. To be verified online. h. Manufacturer's Authorisation Letter from Forcepoint and Beyondtrust or authorised Software Distributor. <p>All bids that fail to qualify on any of the above requirements shall be eliminated from further evaluation.</p>

4.2 Stage 2: Technical Evaluation

Criteria	Possible Mark	Score Breakdown	
Relevant experience and track record.	20	References from previous clients for 10 Marks: BeyondTrust implementation 10 Marks: Forcepoint Implementation	
Qualification of Key Personnel leading the project (x1) a) Curriculum Vitae for each of the proposed key personnel expected to undertake the assignment. <i>Consent Letters from each should be attached.</i>	25	<i>Qualifications must be traceable and obtained from reputable institutions.</i> 5 Marks: BeyondTrust Remote Support Administration certificate 5 Marks: BeyondTrust Password Safe Administration certificate 5 Marks: BeyondTrust Privilege Remote Access Administration Certificate 5 Marks: BeyondTrust Privilege Management for Windows Administration certificate 5 Marks: Forcepoint (DLP)Data Loss Prevention Administrator certificate	
Management Plan & Quality Assurance	10	5 Marks: Quality Assurance 5 Marks: organogram/ Management plan	
Citizen Participation (100% Citizen Personnel) <i>Consent letters must be attached.</i>	10	10 Marks: 100% Citizen Personnel participation 5 Marks: 50% Citizen personnel participation. 0 Marks: Less than 50% Citizen personnel participation	
Value add	5	5 marks	
Total	70		

4.21 Technical compliance with the specifications listed in the tender document shall be assessed where applicable.

4.22 A bid that fails to qualify or that is found to be non-responsive to the requirements of a bidding document shall be eliminated from further evaluation.

4.3	<p>Stage 3: <u>Financial Evaluation</u></p> <p>The Least-Cost Selection-Services evaluation method will be used to compare financial offers from bidders.</p> <p>Preliminary examination of bidder’s submissions to ascertain whether:</p> <ul style="list-style-type: none"> a.) A bidder has qualified on the basis of having passed the selection. b.) Responsiveness of the bid to the requirements of a bidding document. <p>Cost evaluation shall be conducted by reviewing the following:</p> <ul style="list-style-type: none"> (i) Correct arithmetical errors. (v) Perform price comparison in accordance with the pricing sheet (vi) Assess reasonableness of quoted price based on market price and the PPRA publicized Price guide/Catalogue. (vii) Assess completeness of price offers. <p>4.31 Basis for Award</p> <p>Recommend the least-cost selection-services offer for the award of the contract at its offer amount unless there are compelling and justifiable reasons not to do so. Such reasons will include assessed past performance, current workload and litigation history.</p> <p>NB: EDD, CEEP and LPS preference margins shall be applied to this Tender for purposes of evaluation. For a bidder to be considered, they should attach the EDD certificate/LPS correspondence from the relevant issuing Authority.</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 any expenses in the preparation thereof.</p> <p><i>Botswana Savings Bank reserves the right not to accept the lowest or any tender.</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>

Contents:

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

1 General**Actions**

1.1 The Procuring Entity identified in the **Tender Data** and each tenderer submitting a tender offer shall comply with these Conditions of Tender and any applicable laws and regulations. The Procurement Requirements, Procurement Method, Bid Submission Method and Evaluation Method are identified in the **Tender Data**. The Procuring Entity shall, in addition, act in a manner that is fair, equitable and transparent.

Interpretation and definitions

1.2 References to the Tender Data highlighted in **bold** vary for each tender and are identified in the Tender Data. The Tender Data and additional requirements contained in the Tender Schedules that are included in the Returnable Documents are deemed to be part of these Conditions of Tender.

1.3 The Conditions of Tender, the Tender Data and Tender Schedules that are only required for tender evaluation purposes will not become part of the contract arising from the invitation to tender.

1.4 Comparative Offer means the tenderer's financial offer after all evaluation parameters have been taken into consideration including verifying arithmetic errors and conversion into a common currency.

Tender documents

1.5 Unless identified otherwise in the **Tender Data**, the documents issued by the Procuring Entity for the purpose of a tender offer are listed below.

These Conditions of Tender, the Tender Data and Tender Schedules consist of one volume. Tenderers' submissions shall make reference to the appropriate volume number corresponding to each document and/or form requested to be submitted.

A) TENDER SECTION

Part A-1 Tendering Procedures

- Tender Notice & Invitation to Tender
- Standardized Conditions of Tender
- Tender Data
- List of Returnable Documents
- Tender Schedules

B) CONTRACT SECTION

Part B-1 Agreements & Contract Data

- Form of Offer & Acceptance

- General Conditions of Contract, except when a Purpose Written Contract is issued.
- Contract Data, except when a Purpose Written Contract is issued.
- Purpose Written Contract if a standard contract is not issued.

Part B-2 Pricing Data

- Pricing Instructions
- Price Schedules

Part B-3 Scope of Services

- Terms of reference

Communication & Procuring Entity's agent.

1.6 Each communication between the Procuring Entity and a tenderer shall be in writing in English to or from the Procuring Entity's agent only. The Procuring Entity will not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the Procuring Entity's agent are stated in the **Tender Data**.

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

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

1.8 After the cancellation of a tender process or the rejection of all tender offers the Procuring Entity may abandon the proposed procurement and have it performed in another manner.

2 Tenderer's obligations

The tenderer shall comply with the following obligations:

Eligibility

2.1 Submit a tender offer only if the tenderer complies with the eligibility criteria stated in the **Tender Data** and the tenderer is not under any restriction to do business with the Government of Botswana.

Cost of tendering

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

Check documents.

2.3 Check the tender documents on receipt, including pages within them, and notify the Procuring Entity of any discrepancy or omission.

Confidentiality & Copyright of documents

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

Standardised specifications and other publications

2.5 Obtain, as necessary for submitting a tender offer, copies of the latest versions 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.

2.6 Acknowledge receipt of addenda to the tender documents, which the Procuring Entity may issue, and if necessary, apply for an extension to the closing time stated in *clause 2.26 of the Tender Data*, in order to take the addenda into account.

Site visit and / or clarification meeting

2.7 Attend a site visit and / or clarification meeting at which tenderers may familiarize themselves with the services (and location etc.) and raise questions. Details of the meeting(s) are stated in the **Tender Data**.

Seek clarification.

2.8 Request clarification of the tender documents, if necessary, by notifying the Procuring Entity by at least the number of working days stated in the **Tender Data** before the closing date and time stated in *clause 2.26 of the Tender Data*.

Insurance

2.9 Be aware that the extent of insurance to be provided by the Procuring Entity (if any) may not be for the full cover required in terms of the Contract. The tenderer is advised to seek qualified advice regarding insurance.

Pricing the tender offer

2.10 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 *clause 2.26 of the Tender Data*.

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

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

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

Alterations to documents

2.14 Not make any alterations or additions to the tender documents, except to comply with instructions issued by the Procuring Entity, or 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 tender offers

2.15 If identified in the **Tender Data**, 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.

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

Submitting a tender offer

2.17 Submit a tender offer for providing the whole of the Services identified in the Contract, unless stated otherwise in the **Tender Data**.

2.18 Return all Returnable Documents to the Procuring Entity after completing them 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.

2.19 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 Entity as non-responsive.

2.20 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 Entity.

2.21 Sign the original and all copies of the tender offer comprising a separate Technical Offer and a separate Financial Offer. The Procuring Entity 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 Entity shall hold liable for the purpose of the tender offer.

2.22 Seal the original and each copy of the Technical Offer as separate packages marking the packages as "ORIGINAL" and "COPY". Similarly seal the original and each copy of the Financial Offer marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Procuring Entity's address and identification details stated in the **Tender Data**, as well as the tenderer's name and contact address on the reverse side of the envelope

2.23 Unless otherwise stated in *clause 1.1 of the Tender Data*, the Two Envelope Submission Method shall apply. The sealed original and all the sealed copies of the Technical Offer shall be placed inside a sealed envelope clearly marked "Technical Offer". Similarly, the sealed original and all the sealed copies of the Financial Offer shall be placed inside a sealed envelope clearly marked "Financial Offer", and with a warning "DO NOT OPEN WITH THE TECHNICAL OFFER." The sealed envelopes containing the Technical and Financial Offers shall be suitably marked in accordance with *clause 2.22 of the Conditions of Tender*. The documents shall be securely bound.

2.24 Place the sealed envelopes containing the Technical and Financial Offers together in an outer package that states on the outside the Procuring Entity' address and identification details as stated in *clause 2.22 of the Tender Data*.

2.25 Accept that the Procuring Entity will not assume any responsibility for the misplacement or premature opening of the tender offer if the documents are not securely bound, outer package is not securely sealed and marked as stated.

Closing date and time

2.26 Ensure that the Procuring Entity receives the tender offer at the address specified in the *clause 2.22 of the Tender Data* not later than the closing date and time stated in the **Tender Data**. Proof of posting will not be accepted as proof of delivery. The Procuring Entity will **not** accept tender offers submitted by telephone, facsimile or E mail, unless stated otherwise in the **Tender Data**.

2.27 Accept that, if the Procuring Entity extends the closing date and time stated in *clause 2.26 of the Tender Data* for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.

Tender offer validity

2.28 Hold the tender offer(s) valid for acceptance by the Procuring Entity at any time during the validity period stated in the **Tender Data** after the closing date and time stated in *clause 2.26 of the Tender Data*.

2.29 If requested by the Procuring Entity, consider extending the validity period stated in *clause 2.28 of the Tender Data* for an agreed additional period. A Tenderer agreeing to the request will not be required or permitted to modify a tender.

Clarification of tender offer after submission

2.30 Provide clarification of a tender offer in response to a request to do so from the Procuring Entity during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors. No change in the substance of the tender offer is sought, offered, or permitted except as required by the Procuring Entity to confirm the correction of arithmetical errors discovered during the evaluation of tenders in accordance with *clause 3.15 of the Conditions of Tender*. The total of the prices stated by the tenderer as corrected by the Procuring Entity with the concurrence of the tenderer, shall be binding upon the tenderer.

Provide other material

2.31 Provide, on request by the Procuring Entity, any other material that has a bearing on the tender offer. Tenderer's response to such a request shall be for verification purposes only and will not be considered for evaluation purposes, which is restricted to the submitted proposal. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Procuring Entity's request, the Procuring Entity may regard the tender offer as non-responsive.

Submit securities, bonds, policies etc.

2.32 If requested, submit for the Procuring Entity's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the Contract.

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

3 The Procuring Entity's undertakings

The Procuring Entity undertakes to:

Respond to clarification.

3.1 Respond to a request for clarification received up to the number of working days stated in *clause 2.8 of the Tender Data* prior to the tender closing date and time stated in *clause 2.26 of the Tender Data* and notify all tenderers of the responses.

Issue Addenda

3.2, If necessary, issue addenda that may amend or amplify the tender documents to each tenderer. If as a result of the addenda, a tenderer applies for an extension to the closing

time stated in *clause 2.26 of the Tender Data*, the Procuring Entity may grant such extension and will then notify all tenderers.

Return late tender offers.

3.3 Return tender offers submitted after the closing date and time of submission as stated in *clause 2.26 of the Tender Data*. The unopened offer shall be returned to the concerned tenderer immediately or as soon as practically possible after the bid opening with the words "Late Tender Offer", together with certification of the date and time on which the tender offer was so received.

Technical offer opening

3.4 Open valid Technical Offers in the presence of tenderers' agents and members of the public who choose to attend at the time and place stated in the **Tender Data**. Technical offers for which acceptable reasons for withdrawal have been submitted will not be opened. The envelopes with the Financial Offers shall remain sealed and shall be securely stored until they are opened in accordance with *clause 3.14 of the Conditions of Tender*.

3.5 Announce out loud and record minutes at the opening and the name of each tenderer whose tender offer is opened, the number of originals and copies, the total amount of each tender offer, time for completion (if any) and the presence or absence of any bid security (if required) for the main tender offer only on the PPRA Form 1.

Non-disclosure

3.6 Shall not disclose to tenderers, or to any other persons not officially concerned with the procurement process including the evaluation stage, information relating to the procurement process in general, evaluation of Technical Offers, evaluation of Financial Offers, the ranking of tender offers or recommendations for the award of a contract. Disclosure of information related to the procurement process and tenders can be made available in accordance with the provisions of the Public Procurement and Asset Disposal Regulations to tenderers and any interested individuals after the award recommendation of the contract to the successful tenderer has been made.

Grounds for rejection & disqualification

3.7 Determine whether there has been any effort by a tenderer to influence the processing of tender offers if it is reasonably established that the tenderer offered an inducement to or colluded with any person or other tenderer with the intent to influence the award of the contract. Upon such determination the matter shall be further referred for investigation to be carried out by the competent authority.

Clarification of Tender Offers

3.8 Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the Technical Offer.

Examination and Evaluation of Tender Offers

3.9 Use the Least Cost Selection- Services evaluation method for examination and, if eligible, subsequent evaluation of tender offers comprising (a) Stage one- Preliminary Examination of Technical Offers only; (b) Stage Two- Technical Evaluation of responsive Technical Offers only; and (c) Stage Three- Cost Evaluation of only the Financial Offers whose corresponding Technical Offers have secured the minimum qualifying score. Thereafter to determine for each qualified and responsive tender offer its Comparative Offer.

Least Cost Selection- Services Evaluation Method

Stage One - Preliminary Examination of Technical Offers only

3.10 Conduct preliminary examination of only technical offers before detailed evaluation, to determine:

- (a) Whether a tenderer is eligible, on the basis of having passed or failed the eligibility criteria for the tender identified in the *clause 2.1 of the Tender Data*. Tenderers shall prove eligibility by submitting the documentary evidence stated in clause 3.10 of the **Tender Data**; and
- (b) The completeness in accordance with the Returnable Documents Annexed to the tender document of only the Technical Offer and its responsiveness to the terms of the tender document.

A tenderer that fails to meet the eligibility criteria and / or whose Technical Offer is found to be incomplete and / or non-responsive to the terms of the tender document shall be eliminated from further evaluation.

Test for responsiveness

3.11 Classify a responsive Technical Offer as one that conforms to all the terms, conditions, and specifications of the tender documents identified in *clause 3.10 of the Conditions of Tender* without material deviation or qualification. A material deviation or qualification is one which, in the Procuring Entity's opinion, would:

- Detrimentially affect the scope, quality, or performance of the Services identified in the Contract,
- Change the Procuring Entity'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 Technical Offers

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

Stage Two-Technical Evaluation of responsive Technical Offers only

3.13 (a) Only for Technical Offers that in accordance with *clause 3.10 of the Conditions of Tender* have been determined to (i) have been submitted by eligible tenderers; and (ii) be complete and responsive Technical Offers, conduct a technical evaluation to determine technical compliance with the specifications listed in the tender document. The technical evaluation criteria and sub criteria, marking of each criterion and weights and minimum qualifying mark are stated in the **Tender Data**. After concluding the Technical Evaluation, the evaluation committee shall prepare a technical evaluation report which shall be approved by the adjudicating authority. Thereafter each tenderer shall be notified of their technical results. Tenderers who have secured the minimum qualifying score shall be notified and advised of the date and time set for the public opening of Financial Offers. Technical offers that fail to secure the minimum qualifying mark and / or are declared non-responsive to the specification in the tender document shall be eliminated from further evaluation and their corresponding Financial Offers will be returned and marked unopened to the respective Tenderers after completion of the evaluation, adjudication and award process.

Financial Offer opening

3.13 (b) Only for Technical Offers that in accordance with *clause 3.13 of the Conditions of Tender* have been determined to have secured the minimum qualifying mark and are responsive to the specifications listed in the tender document, open in public the corresponding sealed Financial Offers no sooner than 10 working days after notifying the Tenderers of their Technical Score. The name of the responsive and qualified Tenderer, the Technical Score and Financial Offer amount and the duration of the contract shall be announced at the Financial Offer opening.

Stage Three -Cost Evaluation of only the Financial Offers whose corresponding Technical Offers are technically responsive and have secured the minimum qualifying mark

3.14 Only for technically responsive and qualified Technical Offers whose Financials Offers have been opened in accordance with *clause 3.13(b) of the Conditions of Tender*, conduct a cost evaluation of the Financial Offers to:

- (i) Perform price comparison in accordance with the pricing sheet, if any;
- (ii) Correct arithmetical errors;
- (iii) Where applicable, convert financial offers to a common currency; and
- (iv) Adjust Financial Offers to compensate for deviations and errors and for evaluation purposes to exclude local taxes.

Correct Arithmetical errors.

3.15 Check responsive and qualified Financial Offers 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 schedule of quantities or schedule of prices applies and there is an error in the line-item total resulting from the product of the unit price and the quantity, the unit price shall govern and the total shall 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, if any, will be corrected. The corrected Financial Offer amount will be communicated to the tenderer. The tenderer may not change the corrected Financial Offer amount.

3.16 Reject a tender offer if the tenderer does not accept the correction of the arithmetical errors in the manner described above.

Convert Financial Offer amounts to a common currency.

3.17 Where applicable and for evaluation and comparison purposes only, convert Financial Offer amounts in multiple currencies to Botswana Pula at the Bank of Botswana ruling exchange rate at the tender closing date and time stated in *clause 2.26 of the Tender Data*.

Adjustments to the corrected Financial Offer amounts to compensate for priced deviations, errors, oversights and to exclude taxes.

3.18 Make adjustments to the corrected Financial Offer amount that, where applicable, has been converted into a common currency. Such adjustments are to take into account (a) minor

deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set forth in the tender documents;(b) errors or oversights that are capable of being corrected without touching on the substance of the tender offer and will not constitute a material deviation as defined by Clause 3.11. Any minor deviations shall be quantified to the extent possible and appropriately taken account of in the evaluation and comparison of tender offers. For evaluation purposes only the corrected Financial Offer shall be adjusted to exclude local taxes.

Determination of a responsive tender offer's Comparative Offer

3.19 Taking into account *clauses 3.15, 3.16, 3.17 and 3.18 of the Conditions of Tender* for each responsive and qualified Technical and Financial Offer, determine its Comparative Offer.

Ranking of Comparative Offers and award recommendation where no preferences schemes are applicable.

3.20 Where no preferences schemes are applicable, rank Comparative Offers from the least cost Comparative Offer to the highest cost Comparative Offer. Recommend the least cost Comparative Offer for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Ranking of Comparative Offers and award recommendation where preferences schemes are applicable.

3.21 For each responsive and qualified Technical and Financial Offer whose Comparative Offer has been determined in accordance with *clause 3.19 of the Conditions of Tender*, determine:

- (i) its eligibility for the preference(s) claimed and establish the corresponding weight(s) for the Category of preference (W_p);
- (ii) the Evaluated Comparative Offer (E_{co}) and;
- (iii) the ranking in the manner below:

- (a) Examine the documentation supporting the preference(s) claimed, determine the responsive tender offers' eligibility for the preference(s) claimed in respect of the categories of preference(s) stated in the **Tender Data** and establish the corresponding weight(s) for the Category of preference (W_p).
- (b) For evaluation purposes only, determine the Evaluated Comparative Offer using the formula below:

$$E_{co} = P \times (1 - W_p)$$

Where:

E_{co} = Evaluated Comparative Offer

P = the Comparative offer under consideration

W_p = Weight for the Category of preference as specified in the **Tender Data**

- (c) Rank Evaluated Comparative Offers from the least cost Evaluated Comparative Offer to the highest cost Evaluated Comparative Offer. Recommend the least cost Evaluated Comparative Offer for the award of the contract at its Comparative Offer amount established in *clause 3.19 of the Conditions of Tender*, unless there are compelling and justifiable reasons not to do so.
- (d) Where two or more tender offers have the same Evaluated Comparative Offer (E_{co}), recommend* the award of the contract to the tenderer with the highest Weight for the

Category of preference (Wp), unless there are compelling and justifiable reasons not to do so.

Insurance provided by the Procuring Entity

3.22 If requested by the proposed successful tenderer, submit for the tenderer's acceptance the policies and / or certificates of insurance which the conditions of contract identified in the Contract Data, require the Procuring Entity to provide.

Acceptance of tender

3.23 Notify the successful tenderer of the Procuring Entity'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 Entity and the successful tenderer as described in the Form of Offer and Acceptance.

Notice to unsuccessful tenderers.

3.24 After the successful tenderer has acknowledged the Procuring Entity's notice of acceptance, notify other tenderers that their tender offers have not been successful.

Prepare contract documents.

3.25, If necessary, revise documents that will form part of the contract and were issued by the Procuring Entity as part of the tender documents to take account of:

- addenda issued during the tender period,
- inclusion of some of the Returnable Documents,
- other revisions agreed between the Procuring Entity and the successful tenderer, and
- the Schedule of Deviations attached to the Form of Offer and Acceptance.

Issue final contract

3.26 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 Entity'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 Entity will be included.

Provide copies of the contracts

3.27 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 completion and signing of the Form of Offer and Acceptance.

List of Returnable Documents

The tenderer must complete the following returnable documents:

1 Returnable Documents required for tender evaluation purposes.

T2.2 GA	CERTIFICATE FOR AUTHORITY OF SIGNATORY
T2.2 GL	SPECIFIC EXPERIENCE OF TENDERER
T2.2 GM	DECLARATION FORM FOR TENDERING PURPOSES
T2.2 GX	MANUFACTURER'S AUTHORIZATION
T2.2 GK	CURRICULUM VITAE OF KEY PERSONNEL
T2.2 WD	MANAGEMENT PLAN
T2.2 GH	QUALITY PLAN
C1.1	FORM OF OFFER AND ACCEPTANCE

2 Other documents required for tender evaluation purposes.

- Valid tax clearance certificate or exemption thereof issued by BURS.
- PPRA REGISTRATION Foreign companies must be in possession of documentation defining the constitution or legal status, place of registration and principal place of Business.

3 Returnable Documents that will be incorporated into the contract.

T2.2 GK	CURRICULUM VITAE OF KEY PERSONNEL
T2.2 GA	CERTIFICATE OF AUTHORITY OF SIGNATORY
T2.2 GL	SPECIFIC EXPERIENCE OF TENDERER
T2.2 GM	DECLARATION FORM FOR TENDERING PURPOSES
T2.2 GX	MANUFACTURER'S AUTHORIZATION
T2.2 GH	QUALITY PLAN
T2.2 WD	MANAGEMENT PLAN
C1.1	FORM OF OFFER AND ACCEPTANCE

4 Other returnable documents that will be incorporated into the contract

- 5 Contract Data provided by the provider
6 Pricing instructions

TENDER RETURNABLE DOCUMENTS	TENDER SCHEDULES T2.2 GA CERTIFICATE OF AUTHORITY OF SIGNATORY
--------------------------------	---

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

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:

Note to tenderers: Please provide details of your quality plan here. Alternatively, you may attach a copy of your quality plan.

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:

Date of Birth:

Profession:

Nationality:

Current Position:

Years with the firm:

Qualification and Experience:

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.

_____ Date: _____
[Signature of CV owner]

RETURNABLE DOCUMENTS TENDER SCHEDULES	T 2.2 GL EXPERIENCE & TECHNICAL CAPABILITY OF TENDERER
--	--

1. We have performed the following volume of Services during the last three years:

Last Year: _____
 Last but one Year: _____
 Last but two Year: _____

2. The following is a statement of similar contracts successfully executed by myself/ourselves during the last five years:

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

Signed _____ Date _____
 Name _____ Position _____
Tenderer _____

Botswana Savings Bank	TENDER RETURNABLE DOCUMENT	T2.2 GM 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 Other (Please Specify).....</i>	<i>CAPACITY IN ENTITY</i>	<i>NATIONALITY</i>	<i>PERCENTAGE OF 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 Regulatory Authority, 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 Regulatory Authority (PPRA) 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 PPRA 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 precondition 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) (Omang No.
/Passport)

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

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:

RETURNABLE DOCUMENTS	TENDER SCHEDULE: T 2.2 GX MANUFACTURER'S AUTHORIZATION
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The Tenderer shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Manufacturers Authorization is only required for complex high value supplies and the Tenderer shall include it in its tender, if so indicated in the Tender Data.]

Brief
description
of Supply

A SERVICES CONTRACT FOR THE RENEWAL OF FORCEPOINT DLP LICENSE (1 YEAR SUBSCRIPTION), BEYONDTRUST SOFTWARE SUITE MAINTENANCE AGREEMENT LICENSES (1 YEAR SUBSCRIPTION) AND MAINTENANCE & SUPPORT SERVICES FOR FORCEPOINT DLP AND BEYONDTRUST SOFTWARE SUITE (1 YEAR CONTRACT) TO BOTSWANA SAVINGS BANK

To: *[insert complete name of Procuring Entity]*

WHEREAS

We [insert complete name of Manufacturer], who are official manufacturers of [insert type of supplies manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Tenderer] to submit a tender the purpose of which is to provide the following Supplies, manufactured by us [insert name and or brief description of the Supplies], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 5 of the General Conditions for Supplies Contract, with respect to the Supplies offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Signature(s)

[insert signature(s) of authorized representative(s) of the Manufacturer]

Name (print)

[insert complete name(s) of authorized representative(s) of the Manufacturer]

Capacity

Address of Manufacturer

Date

Botswana Savings Bank	RETURNABLE DOCUMENTS TENDER SCHEDULES	T2.2 WD MANAGEMENT PLAN
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Note to tenderers: Please describe the management arrangements for the work in this contract. You are requested to include:

1. An organisation chart showing on-site 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:

A SERVICES CONTRACT FOR THE RENEWAL OF FORCEPOINT DLP LICENSE (1 YEAR SUBSCRIPTION), BEYONDTRUST SOFTWARE SUITE MAINTENANCE AGREEMENT LICENSES (1 YEAR SUBSCRIPTION) AND MAINTENANCE & SUPPORT SERVICES FOR FORCEPOINT DLP AND BEYONDTRUST SOFTWARE SUITE (1 YEAR CONTRACT) TO BOTSWANA SAVINGS BANK.

CONTRACT	
PART 1: AGREEMENTS AND CONTRACT DATA	
C1.1	Form of Offer and Acceptance
C1.2	General Conditions for Services Contract
C1.3	Special Conditions of Contract
PART 2: PRICING DATA	
C2.1	Pricing Instructions - Activity Schedule / Price Schedules
PART 3: SCOPE OF WORK	
C3	Scope of work

Botswana Savings Bank	CONTRACT PART 1 AGREEMENTS & CONTRACT DATA	C1.1 FORM OF OFFER AND ACCEPTANCE
-----------------------	--	--------------------------------------

Offer

The Procuring Entity, Botswana Savings Bank of P O Box 1150, Gaborone, has solicited offers to enter into a contract for the procurement of:

**A SERVICES CONTRACT FOR THE RENEWAL OF FORCEPOINT DLP LICENSE
BEYONDTRUST SOFTWARE SUITE MAINTENANCE AGREEMENT LICENSES AND
MAINTENANCE & SUPPORT SERVICES FOR FORCEPOINT DLP AND BEYONDTRUST
SOFTWARE SUITE (1 YEAR CONTRACT) TO BOTSWANA SAVINGS BANK**

The tenderer, identified in the signature block below, has examined the documents listed in the Tender Data and addenda thereto 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 Service Provider 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.

The total of the amount tendered is _____ _____ Pula, (in words); P_____ __ (in figures). (Not applicable for rate only contracts)
--

This Offer, of which the tenderer has one originals, may be accepted by the Procuring Entity 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 Service Provider 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 Entity accepts the tenderer's Offer. In consideration thereof, the Procuring Entity shall pay the Service Provider 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 Entity 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)

The following Appendices: [*Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.*]

Appendix A: Description of the Services

Appendix B: Schedule of Reporting Requirements

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Pula

Appendix F: Services and Facilities Provided by the Procuring Entity

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 Entity 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 Entity'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 Service Provider) within five days of the date of such receipt notifies the Procuring Entity 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 Entity

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 Entity prior to award of contract)

Schedule of Deviations

Note:

1. The extent of deviations from the tender documents issued by the Procuring Entity 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 _____

<p>By affixing the signatures of the duly authorised representatives below, the Procuring Entity 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 Entity during this process of Offer and Acceptance.</p>
<p>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.</p>

Signature(s)

Name(s)

Capacity

(Insert name and address of organisation)

Name &
signature
of witness

Date

For the tenderer:

For the Procuring Entity

Signature(s)

Name(s)

Capacity

(Insert name and address of organisation)

Name &
signature
of witness

Date

Botswana Savings Bank

CONTRACT PART 1
AGREEMENTS & SPECIAL
CONDITIONS OF CONTRACT

C1.4 FORMS OF SECURITIES 1.
PERFORMANCE SECURITY -
DEMAND GUARANTEE

Title of the Contract _____

Name and address of Beneficiary
(whom the contract defines as the
Procuring Entity) _____

We have been informed that _____ (hereinafter called the "Principal") is your contractor under such Contract, which requires him to obtain a performance security.

At the request of the Principal, we (*name of bank*) _____ hereby irrevocably undertake to pay you, the Beneficiary/Procuring Entity, any sum or sums not exceeding in total the amount of _____ (the "guaranteed amount", say: _____) upon receipt by us of your demand in writing and your written statement stating:

- (a) that the principal is in breach of his obligation(s) under the Contract, and
- (b) the respect in which the principal is in breach.

Any demand for payment must contain your minister's signature which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before (*the date 70 days after the expected expiry of the period for notifying defects*) _____ (the "expiry date"), when this guarantee shall expire and shall be returned to us.

We have been informed that the Beneficiary may require the principal to extend this guarantee if the principal has not completed his obligations under the Contract by the date 28 days prior to such expiry date. We undertake to pay you such guaranteed amount upon receipt by us, within such period of 28 days of your demand in writing and your written statement that the principal has not completed his obligations under the Contract, for reasons attributable to the Principal, and that this guarantee has not been extended.

This guarantee shall be governed by the laws of Botswana subject to the jurisdiction of the courts of Botswana and shall be subject to the Uniform Rules for Demand Guarantees, published as number 758 by the International Chamber of Commerce, except as stated above.

Date _____ Signature(s) _____

PRICE

- The unit price shall be quoted as Delivery Duty Paid, Gaborone Botswana, Plot 53796 Tshomarelo House, Kagiso Mall inclusive of the cost of Packaging, Insurance, Transportation, Labour costs, Material costs and Overheads and the net all discounts being allowed.

CURRENCY

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

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.

PRICE VARIATION

In the event the insurer incurs 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 stature 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.
- 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.
- 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.

NB: Failure to comply to any of the following Pricing instructions shall render the bid non-compliant and therefore a disqualification.

A SERVICES CONTRACT FOR THE RENEWAL OF FORCEPOINT DLP LICENSE BEYONDTRUST SOFTWARE SUITE MAINTENANCE AGREEMENT LICENSES AND MAINTENANCE & SUPPORT SERVICES FOR FORCEPOINT DLP AND BEYONDTRUST SOFTWARE SUITE (1 YEAR CONTRACT) TO BOTSWANA SAVINGS BANK

1. Project Information

1.1. Background

- 1.1.1. Botswana Savings Bank (BSB) is an institution wholly owned by the Government of Botswana with a specific mandate of mobilizing the nation to save as well as providing inclusive financial services.
- 1.1.2. Its headquarters are based in Gaborone at Broadhurst Mall; Tshomarelo House with branches in Gaborone, Francistown, Mahalapye, Serowe, Kanye, Gumare, Palapye and Hukuntsi.
- 1.1.3. Cyber threats to the financial entities are growing therefore it is imperative for Botswana Savings Bank to implement controls that ensure that sensitive data is not lost, misused, or accessed by unauthorized users.

1.2. Scope of Work

- 1.2.1. The supplier must provision a services contract for the renewal of Forcepoint DLP license (1 year subscription), Beyondtrust software suite Maintenance Agreement licenses (1 year subscription) and maintenance & support services for Forcepoint DLP and Beyondtrust software suite (1 year contract) to Botswana Savings Bank.

Part A: License Renewal

The supplier must provision a services contract for the renewal of Forcepoint DLP license (1 year subscription) and Beyondtrust software suite Maintenance Agreement licenses (1 year subscription)

i.) Forcepoint DLP License Renewal

Software Renewal (12 Months)

a.) Forcepoint DLP Suite (IP Protection) (FDLPSIP)

b.) Support-Essential (SPRT)

Additional New Licenses (12 Months)

a.) Forcepoint Classification powered by Getvisibility (CLASSIFY)

- b.) Forcepoint DLP Administrator e-Learning (DLPADMEL)
- c.) Support-Essential (SPRT)

Services

- a) Forcepoint Professional Services (Remotely)
-
- ii.) BeyondTrust Maintenance Agreement License Renewal (12 Months) with the following BeyondTrust components:
 - a.) BeyondTrust Remote Support
 - b.) BeyondTrust EPM Privilege Management for Windows Desktops & Servers (PMD)
 - c.) BeyondTrust Password Safe (PWS)
 - d.) BeyondTrust Privilege Management for Unix and Linux (PMUL)
 - e.) Two V5000 Series Appliances in Active-Passive mode

Part B: Maintenance & Support

The supplier must also provision a 1-year services contract for Maintenance & Support of the following Forcepoint DLP and BeyondTrust components:

- i.) Forcepoint Data Loss Prevention
 - a.) Regular system health checks to ensure optimal performance of Forcepoint DLP with GetVisibility Classifier.
 - b.) Proactive monitoring of Forcepoint components for any potential issues or vulnerabilities.
 - c.) Timely software updates and patches to maintain security and functionality.
 - d.) Configure, monitor and maintain Forcepoint solutions.
 - e.) Technical assistance and guidance to BSB's IT teams in using and managing Forcepoint solutions effectively.

- ii.) BeyondTrust Remote Support
 - a.) Proactive monitoring of BeyondTrust components to identify and address potential issues.
 - b.) Timely software updates and patches to maintain security and functionality.

- c.) Configure, monitor and maintain Jump Clients and related Jump groups, including setting access controls, and credential injection rules.
- iii.) BeyondTrust EPM Privilege Management for Windows Desktops & Servers (PMD)
 - a.) Immediate issue resolution for critical incidents, including assistance to BSB's IT teams.
 - b.) Configure, monitor, and maintain BeyondTrust security agents on BSB endpoints.
 - c.) Ensure Trusted Application Protection (TAP) rules are continuously updated in response to security threats.
 - d.) Maintain and optimize Workstyle rules for user privilege management.
 - e.) Timely software updates and patches to maintain security and functionality.
- iv.) BeyondTrust Password Safe (PWS)
 - a.) Configure, monitor, and maintain password vaulting and rotation rules.
 - b.) Troubleshoot and resolve issues related to password management as they arise.
 - c.) Timely software updates and patches to maintain security and functionality.
- v.) BeyondTrust Privilege Management for Unix and Linux (PMUL)
 - a.) Timely response and resolution of Unix and Linux privilege management issues.
 - b.) Continuously monitor and maintain Policy Editor rules to ensure proper privilege management.
 - c.) Ensure proper functioning of privilege management on Unix and Linux systems.
 - d.) Timely software updates and patches to maintain security and functionality.
- vi.) Two BeyondTrust V5000 Series Appliances in Active-Passive mode
 - a.) Monitoring and maintenance of appliances to ensure high availability.

- b.) Periodic failover testing and resolution of any issues.
- c.) Maintenance and support for one additional appliance in the test environment.
- d.) Timely software updates and patches to maintain security and functionality.

1.2.2. The scope of the mentioned services should be for the period of one year.

1.3. Duration

1.3.1. The service is expected to last for a period of 1 year.

1.4. Objectives

1.4.1. The supplier must provision A Services Contract for the renewal of Forcepoint DLP license (1 year subscription), Beyondtrust Software suite Maintenance Agreement licenses (1 year subscription) and Maintenance & Support services for Forcepoint DLP and Beyondtrust software suite (1 year contract) to Botswana Savings Bank.

1.5. Technical Specifications

The supplier will supply the license as per the following specifications;

Item	SPECIFICATIONS	Qty	Bidders Response	Qty
1. Forcepoint License Renewal	Software Renewal (12 Months)			
	a.) Forcepoint DLP Suite (IP Protection) (FDLPSIP)	300		
	b.) Support-Essential (SPRT)	1		
	Additional New Licenses (12 Months)			
	a.) Forcepoint Classification powered by Getvisibility (CLASSIFY)	300		
	b.) Forcepoint DLP Administrator e-Learning (DLPADMEL)	2		
	c.) Support-Essential (SPRT)	1		
	Services	1		
	a) Forcepoint Professional Services (Remotely)	1		

2. Beyondtrust License Renewal	BeyondTrust maintenance agreement License Renewal (12 Months)	1		
	a.) BeyondTrust Remote Support			
	b.) BeyondTrust EPM Privilege Management for Windows Desktops & Servers (PMD)			
	c.) BeyondTrust Password Safe (PWS)			
	d.) BeyondTrust Privilege Management for Unix and Linux (PMUL)			
	e.) Two V5000 Series Appliances in Active-Passive mode			
3. Maintenance & Support for Forcepoint DLP and Beyondtrust Software Suite	Maintenance & Support for Forcepoint DLP and Beyondtrust Software Suite			
	a. Maintenance & Support Services for Forcepoint DLP and Beyondtrust Software Suite (20 hours per month)	1		