

BOTSWANA SAVINGS BANK



**RISK DEPARTMENT
A THREE-YEAR SERVICE CONTRACT FOR THE PROCUREMENT OF ARREARS MANAGEMENT,
DEBT COLLECTION, LITIGATION, CONVENYANCING AND GENERAL CORPORATE LEGAL
SERVICES**

REFERENCE NO: BSB/DR/008/ 2023-2026

Date: November 2023

NAME AND ADDRESS DETAILS OF PROCURING DEPARTMENT AND ITS AGENT PREPARING THE DOCUMENTS	
PROCURING DEPARTMENT	AGENT
Risk and Legal Department Botswana Savings Bank P O Box 1150 Gaborone Tel: (267) 3910083 Fax: (267) 395 2608	Manager, Procurement Botswana Savings Bank P O Box 1150 Gaborone Tel: (267) 3670161 Fax: (267) 3190 174 E-mail: procurementunit@bsb.bw

Botswana Savings Bank

Contract No: BSB/DR/008/2023-2026

TENDER

A THREE-YEAR SERVICE CONTRACT FOR THE PROCUREMENT OF ARREARS MANAGEMENT, DEBT COLLECTION, LITIGATION, CONVENYANCING AND GENERAL CORPORATE LEGAL SERVICES

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/DR/008/2023-2026
A THREE-YEAR SERVICE CONTRACT FOR THE PROCUREMENT OF ARREARS MANAGEMENT, DEBT COLLECTION, LITIGATION, CONVENYANCING AND GENERAL CORPORATE LEGAL SERVICES
Tender offers are invited from Local Service providers who are 100% Citizen Owned companies/Entities for the provision the above captioned services to BSB.
The Procuring Entity is Botswana Savings Bank through the Department of Risk, 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 applicable laws of Botswana.
Bidding companies should be in possession of Code 318 Legal Services – Sub Code 01: Legal Services ,02: Convenyancing, 03 Notary Public . 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 below link BSB website; 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 <u>procurementunit@bsb.bw</u> 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. Youth and women owned companies shall pay half price. 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, 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:

<p>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.</p>
<p>Queries relating to the issue of these documents may be addressed Procurementunit@bsb.bw copied to Ms B. Masuku at bmasuku@bsb.bw Tel +267 3670162/3 at least five (5) days before the tender closing date.</p>
<p>The closing time for receipt of tender documents is 1000hrs on 02nd 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: 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 24h ours later from the bid closing date.</p>
<p>Tender documents not correctly packaged and labelled as indicated above will not be accepted.</p>

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, for expenses in relation to activities undertaken in response to this invitation to tender. Botswana Savings Bank reserves the right not to disclose the reasons for any subsequent action and henceforth pledges to release information on subsequent actions in relation to this tender on discretionary basis.

PROCUREMENT OVERSIGHT UNIT
Botswana Savings Bank

Botswana Savings Bank

TENDER: BSB/DR/008/2023-2026
TENDERING PROCEDURES

TENDER DATA

A THREE-YEAR SERVICE CONTRACT FOR THE PROCUREMENT OF ARREARS MANAGEMENT, DEBT COLLECTION, LITIGATION, CONVENYANCING AND GENERAL CORPORATE LEGAL SERVICES

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 Risk and Legal Departments.**

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>Procurement Unit Botswana Savings Bank Headquarters P.O.Box 1150 Gaborone Botswana _Tel (+267) 391 2555</p>
2.1	<p>ELIGIBILITY</p> <p>The eligibility criteria for tenderers are:</p> <p>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 four (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. e. Fully completed list of Directors and shareholder's information.

	<p>f. Proof of payment.</p> <p>g. Submission of a copy of PPRA registration ,Code:138 legal services,sub code 01:Legal services ,02 : conveyancing,03 Notary Public,The codes are to be verified online.</p> <p>Bidders who fail to submit the above-mentioned documents will be requested during the evaluation to submit them within 2-5days of notification. Bidders will be notified through a telephone call, sms, or email as an alert. The alert will be followed by fax or letter. Non responsiveness by the bidder shall result in disqualification of bid. NB All Bidders shall submit the completed and signed form of Offer and Acceptance (T2.2GA) in the first instance without fail. Otherwise, the bid shall be disqualified.</p>
2.2	<p>Parts of each tender offer communicated on paper shall be submitted as one (1) original, plus 2 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:</p> <p>A THREE-YEAR SERVICE CONTRACT FOR THE PROCUREMENT OF ARREARS MANAGEMENT, DEBT COLLECTION, LITIGATION, CONVENYANCING AND GENERAL CORPORATE LEGAL SERVICES</p> <p>Location of tender box is:</p> <p>Botswana Savings Bank Headquarters, Tshomarelo House, Floor 6 Plot 5379, Kagiso Mall Gaborone</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 02 December 2023. The physical address for tender submission is: Botswana Savings Bank (BSB) Plot 53796, Tshomarelo House 6th Floor Tender Box, Kagiso Mall, P Box 1150, Gaborone Botswana.</p>
2.5	<p>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.</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	The time and location for opening of the tender offers is 1010hrs 02 nd December 2023. Location: Botswana Savings Bank (BSB) Plot 53796, Tshomarelo House 4 th floor Boardroom, Kagiso Mall, P Box 1150, Gaborone Botswana.
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3	<p>FORMAT OF RESPONSE</p> <p>All bidders shall prepare their tender submissions in the 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 Copy (Marked original) and two (2) copies to the Botswana Savings Bank (BSB) Plot 53796, Tshomarelo House, Kagiso Mall, P Box 1150, Gaborone, Botswana. Please take note this is a two-envelope tender.</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</p> <p>The procedure for evaluation of responsive tender offers is a three (3) stage method evaluating through Quality and Cost Selection Method (QCBS)</p> <p>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. e. Fully completed list of Directors and shareholder's information. f. Proof of Payment should be attached with the bid document. g. Possession of PPADB code 318 Legal services -Sub code 01 Legal services 02 :Conveyancing ,03 Notary To be verified online. <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**

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. The matrix below will be used for evaluation of the following;

S/N	Criteria	Max Marks	Scoring Methodology
A	COMPANY PROFILE		
4.2.1	Industry experience	20	Full marks (20) if experience is more than 10 Years. 15 Marks if experience is 5 to 10 Years. 10 Marks if Experience is less than 5 Years but not below 3 5 Marks if Experience is 2 Years
4.2.2	Company Experience Bidders are to show the following: <ul style="list-style-type: none"> • The relevant and practical experience of the company in relation to the subject matter indicating clearly where and when similar projects were undertaken together with references. (10 points) • Company roles and responsibilities in the exercise at hand. (10 points) 	20	20 marks for full compliance

4.2.3	Key Personnel	<p>Bidders are to show the following:</p> <ul style="list-style-type: none"> • The relevant and practical experience of individual team members in relation to the subject matter indicating clearly where and when similar projects were undertaken together with signed curriculum vitae of these key individuals should be provided (10 points) • Their clear roles and responsibilities in the exercise at hand, and relevant certified copies of qualifications should be provided. (10 points) • Key personnel must be experts in debt collection and arrears management. 	20	20 marks for full compliance
4.2.4	Professional Indemnity Cover	<p>Bidders are to provide and show that:</p> <p>A Professional Indemnity Cover exist fully indicating the level of claim per incident</p>	10	<p>Full marks (10) if cover is more than P 4 million pula. 7.5 Marks if cover is more than P 3 million pula. 5 Marks if cover is more than P 2 million 2.5 Marks if cover is more than BWP 1 million Pula</p>
4.2.5	Methodology & Execution	<p>The methodology for conducting the exercise is viewed as a crucial factor in the success of the project. This factor would consider among others, compliance with terms of reference, fulfilment of project objectives. This is where the relevant experience will be demonstrated and tested.</p> <p>The approach and methodology used in reaching the outcomes of the project and delivery of the products are assessed within this factor.</p>	30	Subjective allocation of marks

	4.2.6 Total	100	
4.3	<p>STAGE THREE (3): FINANCIAL EVALUATION</p> <p>Cost Evaluation and comparison The bid will undergo cost evaluation only subject to having attained technical score of 80% or more.</p> <p>Note that VAT exclusion on the Grand Total by VAT registered bidders shall render the bid non-compliant. VAT registered companies to ensure that VAT inclusive bids are submitted.</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.</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 = 20 % which is the Maximum score as per the Chart at appendix B. Financial Score for Y = (Price of X/ Price of Y) x 20 = (125000/150000) x 20 = 16.66</p> <p>Z = (Price of X/ Price of Z) x 20 = (125000/300000) x 20 = 8.33</p>		

	Suppliers who passed technical will have their prices evaluated as per criteria above. The supplier with the highest combined financial and technical score and whose price is within budget will be considered for award.
5.0	<p>TENDER ACCEPTANCE</p> <p>Notwithstanding anything contained in any of these tender documents, the 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 part 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>

CONTRACT PART 2 PRICING DATA	PRICING INSTRUCTIONS
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PRICE

PRICING SCHEDULE

- A commission percentage applicable to pre - legal services based on successful collection of debt for debtors aged 60-89 days, 90-120 days and above 120 days.
- Itemised cost of actions for legal proceeding (after pre-legal has been concluded unsuccessfully and it is agreed with the Bank that the account holder must be pursued, and legal action commences). The final cost for legal proceedings will be on a negotiated scale with Botswana Savings Bank.
- Conveyancing will be priced as per the Conveyancing tariff guide.
- Price increase must be indicated on the pricing schedule.
- The tender must be valid for 120 (One hundred and twenty days)after closing date.
- Tender rates must be submitted on the Pricing Schedule. Any alternative offers, deviations from the specifications, or explanatory notes must be submitted separately.

CURRENCY

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

VALUE ADDED TAX(VAT)

- All prices shall be inclusive of VAT. With exception to VAT exempt companies.
- 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.

NB: The winning bidder will be required to open a business account with Botswana Savings

CONTRACT PART 2 PRICING DATA	PRICING INSTRUCTIONS
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Description :	A THREE-YEAR SERVICE CONTRACT FOR THE PROCUREMENT OF ARREARS MANAGEMENT, DEBT COLLECTION, LITIGATION, CONVENYANCING AND GENERAL CORPORATE LEGAL SERVICES			
ITEM #	DESCRIPTION	Unit	UNIT CHARGE	Total PRICE (P)
	<i>Pre-Legal</i>			
	<i>Successful collection 60 - 89 days</i>	P100,000.00 @ x %	____%	
	<i>Successful collection 90 - 120 days</i>	P100,000.00 @ x %	____%	
	<i>Successful collection above 120 days</i>	P100,000.00 @ x %	____%	
	Average of the three above			
	Legal			
	<i>Due to the fact that magistrate court and where applicable high court rates must apply, we consider the bidders to have a uniform pricing structure here, so no formal unit price is required</i>			
	Ad Hoc			
	<i>Consultation Rate - Junior level (Legal and non-Legal as required and pre-approved)</i>	Per Hour		
	<i>Consultation Rate - Senior level (Legal and non-Legal as required and pre-approved)</i>	Per Hour		
	Disbursements (volume to be dictated by SLA)			
Tender Price				
Value-Added-Tax @ 14%				
Grand Total (Vat Inclusive)				

A THREE-YEAR SERVICE CONTRACT FOR THE PROCUREMENT OF ARREARS MANAGEMENT, DEBT COLLECTION, LITIGATION, CONVEYANCING AND GENERAL CORPORATE LEGAL SERVICES**TERMS OF REFERENCE**

Botswana Savings Bank requires the services of the Arrears Management, Debt Collection, Litigation Conveyancing and General Corporate Legal Services for the below mentioned broad categories of the work.

DEBT COLLECTION SERVICES**A. PRE-LEGAL (Arrears Management and Debt Collection) DEBT COLLECTION SERVICES**

The pre-legal debt collection services for the collection of revenue on overdue accounts of 60 days and above, on a commission basis, include the following:

- Debtor identification through an arrears extract.
- Filtering arrears information for import into the Service Provider's system,
- Also be available to be on-site twice a week to ensure thorough communication and skills transfer on debtor related matters,
- Soft and hard tracing
- Issuance of Letters of demand,
- Telephonic and SMS interaction with debtor,
- Negotiating acceptable payment agreements in accordance with the Credit Policy, such agreements will apply to all debt arrangements,
- Follow up on negotiated agreements,
- Identification of defaults on negotiated agreements.

B. LITIGATION

- Issuance of Letters of demand,
- Telephonic and SMS interaction with debtor,
- Negotiating acceptable payment agreements in accordance with the Credit Policy, such agreements will apply to all debt arrangements and will be subject to acceptance by the Bank,
- Follow up on negotiated agreements,
- Institute legal proceedings until recovery

C. CONVEYANCING

- Carry out conveyancing works as per instruction by the Bank.

D. CORPORATE LEGAL ADVICE

The corporate legal advice shall among others, include giving of a professional or formal opinion regarding the substance or procedure of the law in relation to a particular factual situation/commercial basis. This shall include but not limited to the following.

E. LITIGATION

- Issuance of Letters of demand,
- Telephonic and SMS interaction with debtor,
- Negotiating acceptable payment agreements in accordance with the Credit Policy, such agreements will apply to all debt arrangements and will be subject to acceptance by the Bank,
- Follow up on negotiated agreements,
- Institute legal proceedings until recovery

F. CONVEYANCING

- Carry out conveyancing works as per instruction by the Bank.

PREPARATION OF REPORTS ACCORDING TO TIME FRAMES AS SET OUT BELOW:

Monthly Reports

- Arrangements made for individual accounts.
- Final demands issued – delivered and posted.
- Billing and account queries
- Correspondence handled with debtors.
- Payment level statistics
- Corporate matters

Quarterly Reports

- Matters handed over statistics
- Corporate matters being handled/closed.
- Workflow statistics for all actions
- The service provider's performance during that financial quarter
- A comparison with targets of and with performance in the previous financial quarter
- The development of performance targets set by the Service Provider for the following quarter.
- Measures that were or are to be taken into account to improve performance and
- Prior to the effective date and quarterly thereafter in conjunction with designated Bank Manager or his nominee, to perform a quarterly assessment of the current situation by
 - Identifying possible constraints and developing plans to overcome the

- constraints.
- An analysis of Botswana Savings Bank's outstanding debtor's book
 - Recommendations in terms of improved customer care, and
 - Proposed specific projects, the area of focus, resources required and proposed outcomes.

Annual Reports

- the service provider's performance during that financial year, in comparison with targets of and with performance in the previous financial year,
- the development of performance targets set by the contractor for the following year.
- financial Audit reports.

4.0 PERIOD OF SELECTION

Bank proposes to select the **Arrears Management, Debt Collection, Litigation, Conveyancing and General Corporate Legal Services Agency** for a period of THREE years. The initial appointment shall be for a period of three years.

PUBLIC PROCUREMENT REGULATORY AUTHORITY	T1.3 STANDARDIZED CONDITIONS OF TENDER FOR SERVICES
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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 tenders 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 PPADB 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 (W_p), 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.

RETURNABLE DOCUMENTS	
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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 GK	CURRICULUM VITAE OF KEY PERSONNEL
T2.2 WC	PLANT AND EQUIPMENT
T 2.2GG	PROPOSED SUBCONTRACTORS
T2.2 WE	HEALTH AND SAFETY PLAN
T2.2 WD	MANAGEMENT PLAN
T2.2GH	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
PPADB 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

	PLANT AND EQUIPMENT
T2.2WC	PROPOSED SUBCONTRACTORS
T2.2 GG	HEALTH AND SAFETY PLAN
T2.2WE	QUALITY PLAN
T2.2GH	MANAGEMENT PLAN
T2.2 WD	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	TENDER SCHEDULES
RETURNABLE DOCUMENTS	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

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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
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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]

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

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded the contract, we agree that this notification does not change any contractual obligation for us to submit the names of proposed Subcontractors. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor
1.			
2.			
3.			
4.			
5.			

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

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 Other (Please Specify).....</i>	<i>CAPACITY ENTITY</i>	<i>IN</i>	<i>NATIONALITY</i>	<i>PERCENTAGE OF SHAREHOLDIN G</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 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) (Oman 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 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:

	CONTRACT

A Services Contract for	
CONTRACT	
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	CONTRACT PART 1 AGREEMENTS & CONTRACT DATA	C1.1 FORM OF OFFER AND ACCEPTANCE
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Offer

The Procuring Entity, (name) of (address), has solicited offers to enter into a contract for the procurement of:

Title of the Contract: **Services Contract for A THREE-YEAR SERVICE CONTRACT FOR THE PROCUREMENT OF ARREARS MANAGEMENT, DEBT COLLECTION, LITIGATION, CONVENYANCING AND GENERAL CORPORATE LEGAL SERVICES**

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

Drafting Instructions to the Procuring Entity

- Delete these instructions when they have been complied with

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 _____

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.

It is expressly agreed that no information, documentation or communication not listed in the

Signature(s)

Name(s) _____

Capacity _____

(Insert name and address of organisation)

Name &
signature
of witness

Date

Schedule of Deviations shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the tenderer:

For the Procuring Entity

Signature(s)

Name(s)

Capacity

(Insert name and address of organisation)

Name &
signature
of witness

Date

General Conditions of Contract (GCC)

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