**BOTSWANA SAVINGS BANK**



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| **STRATEGY & INNOVATION DEPARTMENT** |
| **PROVISION OF CONSULTANCY SERVICES FOR THE REVIEW AND DEVELOPMENT OF A 3 YEARS (2025-2028) STRATEGY FOR BOTSWANA SAVINGS BANK** |
|  |
| **TENDER REFERENCE No: BSB/PU/STC/007-2024/25** |
| **Date: April 2024** |

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| **NAME AND ADDRESS DETAILS OF PROCURING ENTITY AND OR ITS AGENT PREPARING THE DOCUMENTS** | |
| **PROCURING ENTITY** | **AGENT** |
| **BOTSWANA SAVINGS BANK**  **P O BOX 1150**  **GABORONE**  **TEL: 3912555 FAX: 3952608**  [www.bsb.bw](http://www.bsb.bw) | **Tshepo Mothoeng**  **Head, Strategy & Customer Excellence**  **BOTSWANA SAVINGS BANK**  **P O BOX 1150**  **GABORONE**  **TEL: 367 0146 FAX: 3952608**  Email: tmothoeng@bsb.bw |

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TENDER

TENDERING PROCEDURES

**T1.1 Tender Notice and Invitation to Tender**

**T1.2 Tender Data**

**T1.3 Standardised Conditions of Tender for Supplies**

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| **Botswana Savings Bank** | **TENDER NO:**  **BSB/PU/STC/007-2024/25**  **TENDERING PROCEDURES** | **TENDER NOTICE AND INVITATION TO TENDER** |

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| **TENDER REF NO:** **BSB/PU/STC/007-2024/25** |
| TENDER TITLE: A CONTRACT FOR PROVISION OF CONSULTANCY SERVICES FOR THE REVIEW AND DEVELOPMENT OF A THREE (3) YEARS (2025-2028) STRATEGY FOR BOTSWANA SAVINGS BANK. |
| Sealed Tender offers are invited from Local 100% Citizen-owned companies for a services contract for the for provision of consultancy services for the review and development of a three (3) years (2025-2028) strategy for Botswana Savings Bank. |
| The procuring entity is Botswana Savings Bank - STRATEGY & CUSTOMER EXCELLENCE Department, Gaborone. |
| Bidding method: Open Domestic |
| 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. |
| Bidding companies should be in possession of Code: **317-** Other Consultancy Services  Sub code :**01**- Management Consultancy Services.  The codes are to be verified online. |
| All applicable citizen economic empowerment schemes such as Local Procurement Scheme (LPS), Citizen Economic Empowerment Programme (CEEP) and Economic Diversification Drive (EDD) shall be considered for evaluation and awarding purposes. |
| This tender is reserved for Citizen Contractors in line with Section 76 of the Public Procurement Act of 2021, Act No.24 of 2021. |
| Tenderers to purchase all their products from 100% Citizen locally based manufacturers and service providers, provided that the goods and services are locally available, competitively priced and meet tender specifications in terms of quality standard as certified or recognized by Botswana Bureau of Standards (BOBS) or other recognized certifying bodies. |
| Documents shall be accessed from the below link:  [www.bsb.bw/news&resources/downloads.php](http://www.bsb.bw/news&resources/downloads.php)  with effect from **17th MAY 2024.** 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**](mailto:procurementunit@bsb.bw) |
| A non-refundable fee of **P 500.00** shall be paid by interested bidders before collection of tender documents. Payment shall be made at any of the following Botswana Savings Bank branches and or ATMs: BSB Headquarters, Rail Park, Palapye, Mahalapye, Molepolole, Serowe, Hukuntsi, 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 |
| **A Two-Envelope procedure will be followed.**  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 **two (2)** copies. |
| Queries relating to the issue of these documents may be addressed to [**procurementunit@bsb.bw**](mailto:procurementunit@bsb.bw) **at Tel +267 3670162/3/0148 Fax No +267 395 2608** at least **(5) days** before tender closing date; Copied to [**tmothoeng@bsb.bw**](mailto:tmothoeng@bsb.bw)and [**mjohnson@bsb.bw**](mailto:mjohnson@bsb.bw)**.** No queries shall be allowed thereafter. |
| The tender Evaluation will follow Quality Based Selection-Services method, or any other method authorized by the Accounting Officer. |
| The closing time for receipt of tender documents is **1000hrs** on **31st MAY 2024.**  Tender offers received after closing date, telegraphic, faxed or emailed submissions will not be accepted. Late tenders will be rejected and returned unopened to bidders.  Names and addresses of bidders should be reflected on the envelopes.  The physical address for tender submission is:  **Botswana Savings Bank (BSB) Plot 53796, Tshomarelo House 4th Floor Tender Box, Kagiso Mall, P O Box 1150, Gaborone Botswana.**  Tender opening shall be available both online and physical. A link shall be provided 2 days later from the bid closing date on the BSB website. |
| **Tender documents not correctly packaged and labelled as indicated above will not be accepted.** |

**The Public Procurement Regulatory Authority Standardised Conditions of Tender shall 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 Unit**

**Botswana Savings Bank**

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|  | | **TENDERING PROCEDURES** | **T 1.2 TENDER DATA** | |
| The **conditions of tender** are the Standardised Conditions of Tender as published by the Botswana Savings Bank.  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. | | | | | |
| The Procuring Entity is: *Botswana Savings Bank - Department of Strategy & Customer Excellence*  The Procurement Requirements are: **PROVISION OF CONSULTANCY SERVICES FOR THE REVIEW AND DEVELOPMENT OF A 3 YEARS (2025-2028) STRATEGY FOR BOTSWANA SAVINGS BANK**  The Procurement Method is: Open Domestic bidding.  The Bid Submission Method is: *Two Envelopes Submission Method in which a tenderers financial and technical offers are submitted separately in two sealed envelopes*  The Evaluation Method is: Quality and Cost based Selection | | | | | |
| 1.6 The Procuring Entity’s is  Department of Strategy and Innovation  **BOTSWANA SAVINGS BANK**  **P O BOX 1150**  **GABORONE**  **TEL: 3912555 FAX: 3952608** | | | | | |
| * 1. The eligibility criteria for tenderers are:  1. A 100% citizen companies registered with the Public Procurement Regulatory Authority in the following categories: (Proof of 100% citizen owned to be provided)    1. Code:   **317 – Other Consultancy Services**  **Sub Code 01- management Consultancy Services**   1. Copy of a Valid Tax Clearance Certificate or exemption thereof issued by BURS. Such Certificate is subject to online registration verification. | | | | | |
| 2.8 Clarification of the tender documents must be received by the Procuring Entity at least Five (5) working days before the closing date and time stated in clause 2.26. | | | | | |
| 2.13 The prices and rates are to be stated in Botswana Pula only. | | | | | |
| 2.15 Alternative Tender Offers will not be accepted. | | | | | |
| 2.20 Tender offers shall be communicated as 1 original, plus 3 duplicate Copies. | | | | | |
| 2.22 The Procuring Entity’s address for delivery of tender offers and identification details to be shown on each tender offer package are:  Location of Tender Box  BSB Head Office, Kagiso Mall  **Plot 53796 BSB Tshomarelo House**  **6th Floor Reception**  **Botswana Savings bank**    Identification details to be shown on each tender offer package are:  Tender Reference No **BSB/PU/STC/007-2024/25** Tender Title; **PROVISION OF CONSULTANCY SERVICES FOR THE REVIEW AND DEVELOPMENT OF A 3 YEARS (2025-2028) STRATEGY FOR BOTSWANA SAVINGS BANK**  Name and address of the bidder on the reverse side of the envelope.) | | | | | |
| 2.26 | The closing time for submission of tender offers is:  1000hrs on **31st May 2024.** | | | | |
| 2.26 | Telephonic, facsimile or emailed tender offers will **not** be accepted. | | | | |
| 2.28 The tender validity period is 120 days | | | | | |
| 3.4 The time and location for opening of the tender offers is:  Time 1010hrs on **31st May 2024**  Location **Botswana Savings Bank Floor 6, Boardroom**  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. | | | | | |
| The Evaluation Method is: *Quality and Cost based Selection*  *Stage One - Compliance*  The Tenderer shall furnish the following documentary evidence to demonstrate that it meets the compliance criteria:   1. 100% citizen companies registered with the Public Procurement and Asset Disposal Board in the following categories:      1. *PPRA registration is subject to online registration verification.*   2) Code:  **317 – Other Consultancy Services**  **Sub Code 01- management Consultancy Services**   1. Copy of a Valid Tax Clearance Certificate (TCC) or exemption and issued by BURS. *BURS TCC is subject to online registration verification.* 2. Completed and Signed Declaration Form for Tendering Purposes (T2.2 GM) 3. (v) Completed and signed Form of Offer and Acceptance (T2.2GA) 4. (vi) Completed and signed Certificate of Authority Of Signatory 5. Duly completed All Returnable documents for evaluation purposes as per illustrated under returnable documents.   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. | | | |
| 1. **Stage 2 – Technical Evaluation** 2. The technical evaluation criteria are: | | | |

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| **Item** | **Criteria** | **Score** | **Maximum Possible marks** |
| **1** | **Capability and Capacity** |  |  |
|  | **Bidders Experience** |  | **20** |
|  | The bidding company must have been in the industry for a considerable number of years and having undertaken projects similar in scope and size   * **20** if relevant experience is more than 5 years * **15** Marks if experience is 5 years * **10** Marks if experience is less than 5 years but not below 3 * **5** Marks if Experience is 2 years to 1year |  |  |
|  | **Track Record/Reference** |  | **5** |
|  | The bidders should provide a brief description and value of up to three (3) projects of similar nature. These projects should be backed up by a verifiable reference.   * **5** marks for three (3) and above references * **3** marks for one (1) to two (2) references * **0** marks for no reference |  |  |
|  | **Proposed Implementation Resource** |  | **15** |
|  | The bidding company should propose the implementation resource (if need be) for this project with related academic, professional and work experience. Professional or vendor certification/training should be linked to experience acquired for each solution. Attach curriculum Vitae  Related academic, professional and vendor certifications/Training (Master’s in business management or related field and Certified balance scorecard practitioner)   * Implementation team with a combination of academic, professional & vendor certifications/trainings with personnel having more than 10years of related experience. (**15marks**) * Implementation team with a combination of academic, professional or vendor certifications/training with experience of more than 5 years but less than 10yrs (10**marks**) * Implementation team with either academic, professional and vendor certifications/trainings with experience exceeding 3 year but less than 5 years (5**marks**) |  |  |
| **2** | **Adherence to Requirements** |  | **30** |
|  | The bidders should adhere to the consultancy requirements as stated in the ITT. This include a clear demonstration of understanding of each requirement against each component. It should also be clear how each of the components will be addressed.   * Fully addressing each component of the requirements, showing a clear understanding and following best or recommended strategies for managing the project. (**30 marks**) * Overall understanding of the requirements and addressing some components. Articulating and demonstrating how each will be implemented. (**15marks**) * Minimum understanding of requirements and addressing some of the component. (**10marks**) |  |  |
| **3** | **Total marks** |  | **70** |
|  | All the bidders who score 56points (80%) or more will proceed to the next stage of financial evaluation. |  |  |

**NB: - Only bidders with a score of 80% and above in the technical evaluation will proceed to the next stage of evaluation, which is financial evaluation.**

The formula used in calculating the weighted technical marks will be; Tw=T\*Wq where; Tw=weighted technical marks

T= score for quality before weighting

Wq = weight of the technical score = 70%

The value of Wq used in the formula for scoring quality/technical offers is 70% where Wq is the weight of the technical score.

**-Bidders will be subjected to security vetting by the relevant authority at any stage of the evaluation process. If the bidder or any of the bidder’s personnel fails the security vetting process, the bidder will be disqualified.**

* 1. **Stage 3 – Financial Evaluation - Quality and Cost-Based Selection (QCBS)**
     1. Financial evaluations for the most complaint bidders will be done after the technical evaluations.
        1. The formula for calculating the weighted financial score shall be :Fw=Fl/Fc\*Wf where;

Fw = Weighted financial score Fl= lowest priced bid

Fc = price of bid under consideration Wf = Weight of financial score = 30%

* + 1. Cost evaluation shall be conducted by reviewing the following:
       1. Correct arithmetic errors;
       2. Adjust pricing to compensate for deviations and errors.
       3. **Apply applicable preference schemes (Economic Diversification Drive (EDD) preference margins shall be applicable in award of this tender for bidders who have attached such certificates.**
       4. Perform price comparison in accordance with the pricing sheet
       5. Assess reasonableness of quoted price based on market price, &/ the PPRA publicized Price guide / Catalogue.

# Basis for Award

* + 1. The Bid that has received the highest combined scores in the result of evaluation of its technical and financial proposals shall be recommended for award.

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| **Name of Tenderer** | **Technical** | **Financial** | **Total Tender** | **Ranking of Total** |
|  | **Points** | **Points** | **Evaluation** | **Tender Evaluation** |
|  | **NQ = St \* WQ** | **NF = A \* W1** | **Points** | **Points** |
|  |  |  | **(NQ +NF)** |  |
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Bidders are required to indicate information in their bids which they consider confidential and whose disclosure shall be prejudicial to their interest. Failure to identify the information referred to will render such information subject to declassification after two years following the award of tender. NOTE: This is not a disqualifying factor and shall not be used for evaluation.

**NB**: The successful bidder shall be required to have a BSB Business Account before contracting, where payments shall be disbursed into.

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| **BOTSWANA SAVINGS BANK** | **T1.3 STANDARDIZED CONDITIONS OF TENDER FOR SERVICES** |

**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.

**Tender offer opening**

3.4 Open valid Tender 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**. Tender 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 Quality - and Cost-Based Selection(QCBS) 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 it’s Comparative Offer.

**Quality - and Cost-Based Selection (QCBS)**

**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:

• Detrimentally 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**

3.13 (a) Only for Technical Offers that in accordance with *clause 3.10 of the Conditions of Tender* have been determined to (a) have been submitted by eligible tenderers; and (b) be complete and responsive Technical Offers, conduct a technical evaluation to determine technical compliance with the specifications listed in the tender document.

Technically non-compliant tender offers shall be eliminated from further evaluation.

The technical evaluation criteria are stated in the **Tender Data**.

**Stage Three-Cost Evaluation**

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 tendered price to compensate for priced deviations, errors and oversights**

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.

**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 (Wp);

(ii) the Evaluated Comparative Offer (ECO) and;

(iii) the ranking in the manner below:

1. 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 (Wp).
2. For evaluation purposes only, determine the Evaluated Comparative Offer using the formula below:

Eco= P x (1-Wp)

Where:

Eco=Evaluated Comparative Offer

P = the Comparative offer under consideration

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

1. 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.
2. Where two or more tender offers have the same Evaluated Comparative Offer (Eco), recommend\* the award of the contract to the tenderer with the highest Weight for the Category of preference (Wp)

**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 |  |

**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  T2.2 GM  T2.2 GK  T2.2 WD | SPECIFIC Experience of tenderer  DECLARATION FORM FOR TENDERING PURPOSES  CURRICULUM VITAE OF KEY PERSONNEL  MANAGEMENT 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   **3 Returnable Documents that will be incorporated into the contract** | | |  |
| T2.2 GZ | | Documentary evidence that supplies offered meet usage requirements |  |
|  | | 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 SCHEDULES |  |

|  |  |  |
| --- | --- | --- |
| **Republic of Botswana** | **TENDER**  **RETURNABLE DOCUMENTS** | **TENDER SCHEDULES**  **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 statementthat 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:

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  |  |  | | --- | --- | --- | | **Botswana Savings Bank** | **RETURNABLE DOCUMENTS TENDER SCHEDULES** | **T2.2 GK CURRICULUM VITAE OF KEY PERSONNEL** |   ***Note to tenderers: Please provide details of your CV here. Alternatively, you may attach a signed copy of your CV. Tenderers must include details of actual team members that will be deployed on site to perform the work not simply their company management personnel***   |  |  | | --- | --- | | **Name:** | **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** | |

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* |  | | | | | | |

|  |  |  |
| --- | --- | --- |
| Republic of Botswana | **TENDER**  **RETURNABLE DOCUMENT** | DECLARATION FORM FOR TENDERING PURPOSES |

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) ...................................

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | ***DIRECTORS/MEMBERS/ PARTNERS NAME and/OR Other (Please Specify)......................*** | ***CAPACITY IN ENTITY*** | ***NATIONALITY*** | ***PERCENTAGE OF SHAREHOLDING*** |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| 3 |  |  |  |  |
| 4 |  |  |  |  |
| 5 |  |  |  |  |
| 6 |  |  |  |  |
| 7 |  |  |  |  |

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

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

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

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

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

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

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

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

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

SIGNED: ............................................................. NAME: ............................................

DATED:.........................................

...........................................................................................

Entity

Stamp

**PART B**

1. Declaration to establish Eligibility for Reservation and Price Preferences for 100% Citizen Owned Contractor / Companies and other Entities.

2. The declaration shall be signed by all Businesses tendering for reserved contracts and contracts subject to preferences, as a condition of each tender.

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

**Definition**

4. The following definitions shall apply to this declaration:

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

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

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

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

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

i. …………………………………………………………………………………….. ………………………………………………………………………………….

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

ii. …………………………………………………………………………………….. ………………………………………………………………………………….

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

ii. …………………………………………………………………………………….. ………………………………………………………………………………….

(Bank Name and Name of signatory) (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.

1. 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.
2. 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** |

|  |
| --- |
| **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.   1. 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 **Provision of Consultancy Services for the Review and Development of a 3 Years (2025-2028) Strategy for 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 |  |

|  |  |  |
| --- | --- | --- |
|  | **CONTRACT PART 1**  **AGREEMENTS & CONTRACT DATA** | **C1.1 FORM OF OFFER AND ACCEPTANCE** |

# Offer

# The Procuring Entity, Botswana Saving Bank Department of Strategy & Innovation of Private Bag 1150 Gaborone, has solicited offers to enter into a contract for the procurement of:

# Title of the Contract: Services Contract For: Provision of Consultancy Services for the Review and Development of a 3 Years (2025-2026) Strategy for 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

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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Signature(s) |  |  |  | |
| Name(s) |  |  |  | |
| Capacity |  |  |  | |
|  | *(Insert name and address of organisation)* | | | |
| Name & signature of witness |  |  | Date |  |

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

#### For the tenderer:

#### For the Procuring Entity

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Signature(s) |  |  |  | |
| Name(s) |  |  |  | |
| Capacity |  |  |  | |
|  | *(Insert name and address of organisation)* | | | |
| Name & signature of witness |  |  | Date |  |

|  |  |  |
| --- | --- | --- |
|  |  | **C1.3 CONTRACT DATA** |

**GENERAL CONDITIONS OF CONTRACT**

**Definitions and interpretations**

1. In these conditions, except where the context otherwise requires:

“Articles” means all Articles, plant, equipment, materials, items and service which the Provider is required under the Contract to supply:

“Procuring Entity” means Botswana Savings Bank Department of Strategy & Innovation

1. Any notice or other communication whatsoever which the Procuring Entity is required to give or make to the Provider in terms of the Contract shall, without prejudice to any other method of giving or making it, be sufficiently given or made if it is sent by post in a letter addressed to the Provider at the last known place of abode or business of the Provider and if the letter is not returned through the post undelivered, such notice or communication shall be deemed for the purpose of the Contract to have been given or made at the time at which the letter would in the ordinary course of post have been delivered.

**Law of Contract**

1. The Contract shall be considered as a Contract made in Botswana and subject to the law of Botswana.

**Transfer and assignment**

1. The Provider shall not give, bargain, sell, assign, sublet or otherwise dispose of the Contract or any part thereof or the benefit or advantage of the Contract or any part thereof without the previous consent in writing of the Procuring Entity.

**Warranty**

1. The Provider warrants all Articles, material or services delivered to be free from defect material or workmanship and this warranty shall survive any inspection, delivery, acceptance or payment by the Procuring Entity of the Articles, material or services.

**Insurance**

1. The Articles supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the Contract Data.

**Quality**

1. The Articles delivered shall be of the quality, standard or specification described in the Contract and where samples form part of the Contract shall in all respects conform to sample.
2. All Articles, materials, workmanship or services covered by this Contract shall be the subject of the Procuring Entity’s inspection and test all times before, during or after manufacture. The Provider shall furnish without extra charge all reasonable facilities and assistance for safe and convenient inspection or test required by appointed Inspectors. Such inspections may be carried out on the Provider’s premises or at such other place as deemed appropriate by Inspectors. The Procuring Entity shall have the right to reject or, at its discretion, to require the correction or replacement of Articles, materials, workmanship or services which are defective or do not conform to the specified requirements of this Contract. All rejects shall be held at the Provider’s risk and expense including all transportation and handling costs until returned to or collected by the Provider. All rejects shall be replaced or rectified and made good at the Provider’s expense within the replacement period to the full satisfaction of the Inspectors and in conformity with the standards, specification or samples specified in this Contract.

**Rejection for inferior quality**

1. Should the Articles or any portion of them offered or delivered by the Provider be reasonably rejected by the officer to whom the Provider has been ordered to deliver them, as not being equal to the quality, standard or specification Contracted for, or as being of a quality inferior to that of the samples where samples form part of the Contract, the Provider shall forthwith at his own expense remove the rejected Articles and shall within the replacement period replace them with a like quantity of Articles which meet the specified requirements.
2. In the event of the Provider failing to remove such rejected Articles within 1 \*day of notification of the rejection the Procuring Entity shall be at liberty to return them at the Provider’s risk, the cost of carriage being recoverable from the Provider.
3. In the event of a rejection of any of the Articles whereby the Provider considers himself aggrieved \*he may, within eight days of the receipt of notification of rejection and before such Articles have been removed, give the Procuring Entity notice of objection. It shall be a condition precedent to consideration by the Procuring Entity of the Provider’s objection that the Provider shall have given notice of his objection within the said time. If the Provider gives notice as aforesaid the Articles shall not be removed until the Procuring Entity so directs.

**Title to draw specifications**

1. The Procuring Entity shall at all times have title to all drawings and specifications furnished by the Procuring Entity to the Provider and intended solely for use in connection with this Contract. The Provider shall use such drawings and specifications only in connection with the Contract and shall not disclose such drawings and specifications to any person, firm or company other than those authorised by Procuring Entity or to the Provider’s employees, sub-Contractors or Procuring Entity Inspectors. The Provider shall upon the Procuring Entity’s request or on completion of the Contract promptly return all drawings and specifications to the Procuring Entity.

**Liquidated Damages for late delivery**

1. Should the Provider fail to supply any of the Articles on the date or dates or within the period or periods specified thereof, or should he fail to replace any rejected Articles as required by the Contract, the Provider shall be liable to pay the Procuring Entity a fixed sum for each day of late delivery as stated in the contract documents. The sum per day or week will be as specified in the Contract Data and will be applied up to a maximum sum of 15 % of the contract price. When a level of 15 % of the contract value is reached, the contract is deemed to have been breached and the Procuring Entity may consider its right to cancelling the Contract . In such an event the Procuring Entity shall be at liberty to retain the amount of liquidated damages from any money due by the Procuring Entity to the Provider but without prejudice to other methods of recovery open to the Procuring Entity.

**Alteration of specification etc.**

1. The Procuring Entity reserves the right to alter from time to time any specifications, patterns and drawings relating to the Contract, and as from the date specified by it for any such alteration, the Articles shall be in accordance with the specifications, patterns and drawings so altered. In the event of such alteration involving an alteration in the cost of, or in the period required for production, a revision of the Contract prices and of the time for delivery shall be made by the parties to this Contract or agreement or in the event of disagreement by an arbitrator appointed by the parties in relation to the Articles which are the subject of the alteration, but in all other respects the Contract shall remain unaltered.

**Quantities**

1. The quantities where shown in the Pricing Data are the estimated probable requirements to be supplied in the period of twelve months from the date of award of the Contract but the actual quantities ordered and supplied shall be at the sole discretion of the Procuring Entity.

**Minimum Quantities**

1. The price stated in the Pricing Data for an article shall be for the minimum quantity the Provider is prepared to supply in one consignment. Should no minimum quantity price be stated in the Pricing Data then such minimum quantity will be deemed to be one unit of the article described.

**Packages**

1. Unless otherwise provided by the Contract:-
   1. The Articles are required to be properly packed for long term storage in containers suitable to protect the contents against damage through rough handling and for over-storage in transit or whilst in store.
   2. All containers (including packing cases, boxes, tins drums and wrappings) supplied by the Provider shall be considered as non-returnable, and their cost having been included in the Contract price.

**Marking**

1. When so directed the Provider shall mark each Article clearly and indelibly in accordance with the requirements shown in the Scope of Supply. The marking shall include any serial number or mark allocated to the Article, and if the Article has a limited shelf life, the date of manufacture expressed as required in the Scope of Supply or, in default of such a requirement, as month (letters) and year (2 figures). Where because of its size or nature it is not possible to mark the Article with the required particulars these shall be marked on the package or container in which the Article is packed.

**Price**

1. Unless otherwise stated in the Pricing Data the price shall be the price of the Article packaged and delivered DDP inclusive of insurance to the consignee at Gaborone or where otherwise stated and at risk to the Provider unless otherwise specified in the Scope of Supply.

**Price Variation**

1. Prices charged by the Provider for the Articles delivered shall not vary from the prices quoted by the Provider in its tender, with the exception of any price adjustments authorized in the **Contract Data.**

**Delivery Notes / Invoices**

1. Except where otherwise directed each delivery of Articles shall be accompanied or preceded by a delivery consignment or advice note addressed to the officer at the place where the Articles are delivered. Immediately after despatch of the Articles a priced invoice shall be posted or delivered in accordance with the instructions set out in each order and must bear the number in accordance with the Scope of Supply.

**Payment Terms**

1. The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in **the Contract Data**. The Provider’s request for payment shall be made to the Purchaser in writing accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents required and upon fulfillment of all other obligations stipulated in the Contract. Payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Provider, and after the Procuring Entity has accepted it. Delayed payments shall attract an interest rate of 2% per annum.

**Indemnity**

1. The Provider shall not, in connection with the Contract use, manufacture, supply or deliver any process, Articles, matter or thing, the use, manufacture, supply or delivery of which would be an infringement of any patent rights or proprietary marks or descriptions and the Provider shall indemnify the Procuring Entity from all proceedings, damages, costs, charges, expenses, loss and liability which the Procuring Entity may sustain, incur or be put to by reason or in consequence directly of any breach of this provision (whether wilful or inadvertent) and against the payment of any royalties or other monies which the Procuring Entity may have to make to any person or body entitled to exclusive rights in respect of any process, Articles, matter or thing used, manufactured, supplied or delivered by the Provider in connection with the Contract.

**Gratuities etc.**

1. The Provider shall not offer, pay or cause to be offered, paid or given, directly or indirectly any fee, gratuity or reward in money or any other form to any person in the employ of the Procuring Entity.

**Extension of Time**

1. If at any time during performance of the Contract, the Provider should encounter conditions impeding timely delivery of the Articles, the Provider shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Provider’s notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Provider’s time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

**Termination of Contract**

1. In case the Provider shall be in breach of any of the terms and conditions of this Agreement, or shall on any occasion fail in the due and punctual supply of any of the Articles to be supplied under the Contract, or shall repeatedly offer any article of an inferior quality to that Contracted for, or at any time fail to replace such Articles when properly rejected the Provider shall be deemed to have failed in the due performance of the Contract and the Procuring Entity shall be at liberty by notice in writing or otherwise to terminate the Contract, but without prejudice to the Procuring Entity’s rights of retention and recovery in respect of any loss or damage sustained.

**Performance Security**

1. If required as specified in the Contract Data, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the Contract Data.

The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract.

As specified in the Contract Data, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the Contract Data, or in another format acceptable to the Purchaser.

The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier’s performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the Contract Data.

**Force majeure**

1. The Provider shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Provider. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Provider shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**Settlement of Disputes**

1. The Procuring Entity and the Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

{If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Supplies under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure under the Botswana Arbitration Act of 1966..

Notwithstanding any reference to arbitration herein,

* + 1. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Provider any monies due the Provider.

|  |  |  |
| --- | --- | --- |
|  | CONTRACT PART 2  PRICING DATA | C2.1 PRICING INSTRUCTIONS  ACTIVITY SCHEDULE/PRICE SCHEDULES |

|  |  |
| --- | --- |
| 1 | **PRICE**  The bidder has to provide a breakdown of the fees in terms of, but not limited to the following;   * Consultancy fees as per above stated objectives * Transport and accommodation * Contingency at 10% |
| 2 | **CURRENCY AND PAYMENT**   1. The prices and rates are to be stated in Botswana Pula only. |
| 3 | **VALUE ADDED TAX (VAT)**   1. All prices shall be exclusive of VAT except on the grand total. 2. VAT exclusion on the Grand Total by VAT registered bidders shall render the bid non-compliant and not fit for consideration for award. |

**NB**: Failure to comply with Pricing Instructions will lead to disqualification from further evaluation.

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| --- | --- | --- |
|  | **CONTRACT PART 3** SCOPE OF WORK | SCOPE OF WORK:SERVICES CONTRACTS |

# Project Information

* 1. **Background**
     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.
     2. Its headquarters are based in Gaborone at Broadhurst Mall; Tshomarelo House with branches in Gaborone, Francistown, Mahalapye, Serowe and Hukuntsi. Botswana Savings Services are also accessed through Post Offices across the country.
     3. Botswana Savings bank will be reaching the end of its 3-year strategy in March 2025. Considering the ever-changing banking and financial industry in general, the bank has decided to review its business model and corporate strategy.
     4. The bank is looking for a clear fact-based analysis of the financial industry in Botswana with engagement of all stakeholders, being the Regulatory, Ministry, Board, management, staff and customer, with the outcome being a clear set of strategic recommendations and a future roadmap for the Bank for increased and sustained performance now and for the future.
     5. Botswana Savings Bank is currently in the process of procuring the services of a reputable and experienced service providers to guide and assist in the development of the new business model and corporate strategy in line with provided scope of work.
  2. **Scope of Work**
     1. The consultant must guide and assist in the development of the new corporate strategy in line with the following:
        1. **Review current BSB Business Model and Corporate Strategy with focus on the following.**
           1. Mission, Vision to reflect BSB’s mandate
           2. KPI’s and strategic initiatives based on the current strategy and business model
           3. Determine whether the current strategic initiatives achieved the desired outputs and long-term impact.
           4. Examine key enabling and constraining operational factors that impacted the BSB strategy implementation, including key lessons learnt, and make recommendations on how they can be addressed.
           5. Conduct Industry/Market Research,
           6. Engage stakeholders (Government/ Parent Ministry, Board, Management, Staff and Customers) to reflect the bank’s current reality.
           7. Situational Analysis (e.g. PESTLE, Porters 5 Forces, McKinsey 7-s Model)
        2. **Develop New 3-year Strategy and Business Model** 
           1. Develop Mission, Vision and Values
           2. Develop relevant Strategy and Business Model
           3. Develop strategy map, balanced scorecard with relevant KPI’s and strategic initiatives
           4. Present draft and finalise the strategic plan and business model
  3. **Duration**
     1. The project is expected to last for a maximum period of 10 weeks according to below breakdown:

|  |  |
| --- | --- |
| **Task** | **Suggested duration** |
| Inception and Current Reality analysis | 4 weeks |
| Strategy and Business Model Development | 1 week |
| Submission of Draft Plan | 1 week |
| Oral Presentation of Plan | 1 week |
| Submission of the final Strategic Plan | 1 week |
| Strategy Workshops | 2 weeks |

* 1. **Objectives**
     1. To unsure participation of all stakeholders in the strategy development process
     2. To review and close-off the current strategy
     3. To use facts-based market research and current strategy review report to inform the new strategy
     4. To provide guidance and expertise to BSB Board and Management through the strategy development exercise
     5. To assist in setting the direction of the business, recommend a wining model and fostering a proactive business
     6. To ensure strategic alignment with business operations and organisational structure
     7. To develop a comprehensive corporate scorecard for the bank
     8. To develop and get approval of the strategy document.
     9. To workshop Senior Management Team (SMT), Executive Committee (EXCO), and Board on the new strategy

1. **Project deliverables**
   * 1. Inception report
     2. Current reality analysis report
     3. Strategy Facilitation Workshop
     4. Final Business Model and Strategic Plan Document
     5. Packaged strategy presentation slides for cascading
     6. Approved strategy workshops (SMT, EXCO and Board)