

BOTSWANA SAVINGS BANK



DEPARTMENT OF FINANCE

SERVICES CONTRACT FOR THE DEVELOPMENT, IMPLEMENTATION, SUPPORT AND  
MAINTANCE OF ACCOUNTS RECONCILIATION SYSTEM SOLUTION TO BOTSWANA SAVINGS  
BANK

REFERENCE NO: BSB/PU/FN/023:2024

DATE: OCTOBER 2024

NAME AND ADDRESS DETAILS OF PROCURING DEPARTMENT AND ITS AGENT PREPARING THE DOCUMENTS	
PROCURING DEPARTMENT	AGENT
Finance Department Botswana Savings Bank P O Box 1150 Gaborone Tel: (267) 367 0146      Fax: (267) 395 2608	Procurement Unit Botswana Savings Bank P O Box 1150 Gaborone Tel: (267) 367 0000      Fax: (267) 395 2608 E mail: <a href="mailto:procurementunit@bsb.bw">procurementunit@bsb.bw</a>

SERVICES CONTRACT FOR THE DEVELOPMENT, IMPLEMENTATION, SUPPORT AND  
MAINTANCE OF ACCOUNTS RECONCILLIATION SYSTEM SOLUTION TO BOTSWANA  
SAVINGS BANK

TENDER  
TENDERING PROCEDURES

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

TENDER REF NO: BSB/PU/FN/023:2024
SERVICES CONTRACT FOR THE DEVELOPMENT, IMPLEMENTATION, SUPPORT AND MAINTANCE OF ACCOUNTS RECONCILIATION SYSTEM TO BOTSWANA SAVINGS BANK
Sealed Tender offers are invited from Local 100% citizen owned companies.
The procuring entity is Botswana Savings Bank (Finance Department), Gaborone.
Bidding method: Open domestic Bidding
Bidders who are to be considered for award of the contract should be appropriately licensed to trade and or supply the services tendered for, and in possession of requisite documentation to trade and or supply such services according to the laws of Botswana and must be 100% citizen owned entities.
Bidders who are domiciled in Botswana must, to be considered for the award of the contract, be registered with the Public Procurement Regulatory Authority in the following categories: Code, Code: 120 ICT Technical Support Services Sub code(s):01-System development and Maintenance Services
All applicable citizen economic empowerment schemes such as Local Procurement Scheme (LPS), Citizen Economic Empowerment Programme (CEEP) and Economic Diversification Drive (EDD) shall be considered for evaluation and awarding purposes.
The physical address for Submission of tender documents is:  Procurement Department Botswana Savings Bank Headquarters Plot 53796, Kagiso Mall, Tshomarelo House, Floor Number 4 Gaborone  Documents shall be accessed from the below link:  <a href="http://www.bsb.bw/news&amp;resources/downloads.php">www.bsb.bw/news&amp;resources/downloads.php</a>  with effect from <b>6<sup>th</sup> October 2024</b> . Tender documents shall be available in soft copies only from the above link. Bidders interested in receiving soft copies shall share email addresses and proof of payment upon payment of the tender fee to <a href="mailto:procurementunit@bsb.bw">procurementunit@bsb.bw</a> A non-refundable fee of <b>P500.00</b> shall be paid by interested bidders before collection of tender documents. Youth-owned companies shall purchase the tender at half price. Payment shall be made at any of the following Botswana Savings Bank branches and or ATMs: BSB Headquarters, Rail Park, Palapye, Mahalapye, Molepolole, Serowe, Hukuntsi, F/town and Maun; Old Naledi and Kanye ATMs, at the following Account details:  1) <b>Acc Name:</b> Other Income <b>Acc No:</b> 1415-1-03-35-24-00-0000 <b>Reference no:</b> Bidder's Company Name <b>A One-Envelope procedure will be followed.</b>

Parts of each tender offer communicated on paper shall be submitted as <b>one (1)</b> original marked original, plus <b>two (2)</b> copies.
Queries relating to the issue of these documents may be addressed to <a href="mailto:procurementunit@bsb.bw">procurementunit@bsb.bw</a> at Tel +267 3670162/3/0148 Fax No +267 395 2608 at least (5) days before the tender closing date; copied to <a href="mailto:tthoje@bsb.bw">tthoje@bsb.bw</a> ; <a href="mailto:arothe@bsb.bw">arothe@bsb.bw</a> and <a href="mailto:bratsatsi@bsb.bw">bratsatsi@bsb.bw</a> No queries shall be allowed thereafter.
The closing time for receipt of tender documents is 1000hrs on 18 <sup>th</sup> October 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 4 <sup>th</sup> 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 to those that who have shown interest to attend virtually from the bid closing date.
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

**SERVICES CONTRACT FOR THE DEVELOPMENT, IMPLEMENTATION, SUPPORT AND  
MAINTANCE OF ACCOUNT RECONCILIATION SYSTEM SOLUTION TO BOTSWANA SAVINGS  
BANK**

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

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

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

1.2 The Procuring entity is **Botswana Savings Bank**

1.3	<p>The tender documents issued by Botswana Savings Bank comprise:</p> <p>One volume approach</p> <p><b>TENDER SECTION</b></p> <p>Tendering Procedures</p> <p><b>SECTION 1: TENDER SECTION</b></p> <p style="padding-left: 40px;">T1.1 Tender Notice &amp; Invitation to Tender</p> <p style="padding-left: 40px;">T1.2 Tender Data</p> <p style="padding-left: 40px;">T2.1 List of returnable documents</p> <p style="padding-left: 40px;">T2.2 Tender Schedules</p> <p><b>CONTRACT SECTION</b></p> <p><b>SECTION 2: PART 1-AGREEMENTS &amp; CONTRACT DATA</b></p> <p style="padding-left: 40px;">C1 Part 1 Agreements &amp; Contract Data</p> <p style="padding-left: 40px;">C1.1 Form of Offer &amp; Acceptance</p> <p style="padding-left: 40px;">T2.2 Authority of signatory</p> <p style="padding-left: 40px;">C1.2 Contract Data</p> <p><b>SECTION 3: PART 2-PRICING DATA</b></p> <p style="padding-left: 40px;">C2.1 Pricing Instructions</p> <p style="padding-left: 40px;">C2.2 (a) Terms of reference</p> <p><b>SECTION 4: PART 3-SCOPE OF WORK</b></p> <p style="padding-left: 40px;">C3 Scope of Work: Services contract</p>
1.4	<p>The Procuring Entity's agent is:</p> <p><b>Procurement Unit</b>  <b>Botswana Savings Bank Headquarters</b>  <b>P.O.Box 1150</b>  <b>Gaborone</b>  <b>Botswana</b></p>
2.1	<p><b>ELIGIBILITY</b></p> <p>The eligibility criteria for tenderers are:</p> <ul style="list-style-type: none"> <li>• 100% Citizen owned entities</li> <li>• Proof of purchase of tender document</li> </ul> <p><b>Stage 1: Compliance</b></p> <p style="padding-left: 40px;">a. Submission of one (1) original and two (2) copies of all documentation submitted for bidding (compliance is checked during opening)</p> <p style="padding-left: 40px;">b. Fully completed Certificate of Authority of Signatory.</p>

	<ul style="list-style-type: none"> <li>c. Fully completed Form of Offer and Acceptance.</li> <li>d. Submission of a copy of Tax clearance. The certificate will be verified online</li> <li>e. Fully completed list of Directors and shareholder's information.</li> <li>f. Submission of a copy of PPRA Registration, Code: 120 ICT Technical Support Services Sub code(s) :01-System development and services. To be verified online.</li> <li>g. Completed Declaration form for Tender Purposes</li> </ul>
2.2	<b>Parts of each</b> tender offer communicated on paper shall be submitted as <b>one (1) original</b> , plus <b>two (2) copies</b> . All documents must comply to a one envelope system.
2.3	<p>The Procuring Entity's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p style="text-align: center;">Sealed envelopes marked:  <b>SERVICES CONTRACT FOR THE DEVELOPMENT, IMPLEMENTATION, SUPPORT AND  MAINTANCE OF ACCOUNTS RECONCILLIATION SYSTEM SOLUTION TO BOTSWANA  SAVINGS BANK</b></p> <p><b>Location of tender box is:</b></p> <p>Botswana Savings Bank Headquarters, Tshomarelo House, Floor 4  Plot 5379,  Kagiso Mall  Gaborone</p> <p><b>Identification details:</b></p> <p style="text-align: center;"><b>"SERVICES CONTRACT FOR THE DEVELOPMENT, IMPLEMENTATION, SUPPORT AND  MAINTANCE OF ACCOUNTS RECONCILLIATION SYSTEM SOLUTION TO BOTSWANA  SAVINGS BANK</b></p> <p>Tenders will be opened on the same day in the presence of bidders wishing to attend.</p>
2.4	<p>The closing time for submission of tender offers is <b>1000 hrs on 18<sup>th</sup> October 2024</b>.</p> <p>The physical address for tender submission is:  <b>Botswana Savings Bank (BSB) Plot 53796, Tshomarelo House 4<sup>th</sup> Floor Tender Box, Kagiso Mall,  P Box 1150, Gaborone Botswana.</b></p>
2.5	Telephonic, telegraphic, telefax, facsimile or emailed tender offers will <b>not</b> be accepted. Any bid submitted after the closing time shall be declared late, rejected, and returned unopened to the bidder.
2.6	<p>The tender validity period is four months (120 days) after tender closing date. A bid valid for a shorter period shall be rejected by the Procuring Department as non-responsive.</p> <p>Prior to expiration of the validity period, the procuring department may request bidders to consider extending the validity period stated in the tender data, in writing, for an agreed additional period.</p>

2.7	<p>The time and location for opening of the tender offers is 1015hrs on 18<sup>th</sup> October 2024. Opening shall also be available through Microsoft teams. A link shall be provided to bidders who would have furnished BSB with their email addresses.</p> <p>Location:  <b>Botswana Savings Bank (BSB) Plot 53796, Tshomarelo House 4<sup>th</sup> floor Boardroom, Kagiso Mall, P O Box 1150, Gaborone Botswana.</b></p>
3	<p><b>FORMAT OF RESPONSE</b></p> <p>All bidders shall prepare their tender submissions in a manner and format described below.</p> <ol style="list-style-type: none"> <li>1. The <b>first document</b> should be a cover letter stating the following: delivery terms, expiry/warranty, price validity, currency used, postal address, physical address, and telephone numbers. Any other related information should be provided.</li> </ol> <p>The completed document should be submitted in one (1) Original Copies (Marked original) and two (2) copies to the <b>Botswana Savings Bank (BSB) Plot 53796, Tshomarelo House, Kagiso Mall, P Box 1150, Gaborone, Botswana</b></p> <p>All bids must be securely bound. The procuring entity will not be held liable for misplaced pages due to insecure binding of bids.</p>
4.0	<p><b>EVALUATION PROCESS</b></p>
4.1	<p><b>TENDER EVALUATION CRITERIA</b></p> <p><b>STAGE ONE: <u>Preliminary Examination for Compliance</u></b></p> <ol style="list-style-type: none"> <li>a. Submission of one (1) original and two (2) copies of all documentation submitted for bidding (compliance is checked during opening)</li> <li>b. Fully completed Certificate of Authority of Signatory.</li> <li>c. Fully completed Form of Offer and Acceptance.</li> <li>d. Submission of a copy of Tax clearance certificate issued by the Botswana Unified Revenue Service. To be verified online</li> <li>e. Fully completed list of Directors and shareholder's information.</li> <li>f. Fully completed Declaration Form for Tender Purposes</li> <li>g. Submission of a copy of PPRA Registration, Code: 120 ICT Technical Support Services Sub code(s) :01-Systems Development and maintenance Services. To be verified online.</li> </ol> <p><b>All bids that fail to qualify on any of the above requirements shall be eliminated from further evaluation.</b></p>

	1.1. Technical Specifications																		
4.2	<div><b>Stage 2: Technical Evaluation</b></div> <div>A technical evaluation of the bidders will be carried out to determine the technical compliance with the specifications or the scope of supplies in the bid document, and any bidder who does not comply with the specifications will be disqualified. Only bids that have passed in stage 1 shall undergo technical evaluation. The matrix below will be used for evaluation of the following;</div> <table><tr><th>Criteria</th><th>Possible Mark</th><th>Score Breakdown</th></tr><tr><td>Qualification of Key Personnel- Project Leader x1</td><td>15</td><td><ul style="list-style-type: none"><li>15 marks: Master's Degree in Systems Engineering or Equivalent</li><li>10 marks: Bachelor's Degree in Systems Engineering or Equivalent</li><li>5 marks: Diploma in Systems Engineering or Equivalent</li><li>2 Marks: Below Diploma in Systems Engineering or Equivalent</li></ul></td></tr><tr><td>Project team Technicians' (x 2) Academic qualifications (attach certified Copies of Certificates.)</td><td>20</td><td>Minimum of the following;<ul style="list-style-type: none"><li>10 marks: Bachelor's Degree in Systems Engineering or Equivalent</li><li>5 marks: Diploma in Systems Engineering or Equivalent</li><li>2 Marks: Below Diploma in Systems Engineering or Equivalent</li></ul></td></tr><tr><td>Any related Professional Certification of Project Technicians relevant to the assignment (x 2)</td><td>10</td><td>5 marks for each</td></tr><tr><td>Experience of Key Personnel in the company (x 3)</td><td>45</td><td><ul style="list-style-type: none"><li>15 marks: More than 10 years</li><li>10 marks: More than 5 years but less than 10 years.</li></ul>5 marks: Less than 5 years</td></tr><tr><td>Clearly articulated methodology to the proposed solution (Project Execution)</td><td>20</td><td>End to end</td></tr></table>	Criteria	Possible Mark	Score Breakdown	Qualification of Key Personnel- Project Leader x1	15	<ul style="list-style-type: none"><li>15 marks: Master's Degree in Systems Engineering or Equivalent</li><li>10 marks: Bachelor's Degree in Systems Engineering or Equivalent</li><li>5 marks: Diploma in Systems Engineering or Equivalent</li><li>2 Marks: Below Diploma in Systems Engineering or Equivalent</li></ul>	Project team Technicians' (x 2) Academic qualifications (attach certified Copies of Certificates.)	20	Minimum of the following; <ul style="list-style-type: none"><li>10 marks: Bachelor's Degree in Systems Engineering or Equivalent</li><li>5 marks: Diploma in Systems Engineering or Equivalent</li><li>2 Marks: Below Diploma in Systems Engineering or Equivalent</li></ul>	Any related Professional Certification of Project Technicians relevant to the assignment (x 2)	10	5 marks for each	Experience of Key Personnel in the company (x 3)	45	<ul style="list-style-type: none"><li>15 marks: More than 10 years</li><li>10 marks: More than 5 years but less than 10 years.</li></ul> 5 marks: Less than 5 years	Clearly articulated methodology to the proposed solution (Project Execution)	20	End to end
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	Experience of Bidder -Total number of institutions served in a similar project in the last 5 years. References to be submitted and BSB reserves the right to cross-check with the referees.	10	<ul style="list-style-type: none"> <li>• 10 marks: 5 and above</li> <li>• 7 marks: 3 to 4</li> <li>• 4 marks: 1 to 2</li> </ul>
	Total Marks	120	Pass mark (90/120)/ 75%
	<p>4.21 Technical compliance with the specifications listed in the tender document shall be assessed where applicable.</p> <p>4.22 A bid that fails to qualify or that is found to be non-responsive to the requirements of a bidding document shall be eliminated from further evaluation.</p>		
4.3	<p><b>Stage 3: <u>Financial Evaluation</u></b></p> <p>The Least-Cost Selection-Services evaluation method will be used to compare financial offers from bidders.</p> <p>Preliminary examination of bidder's submissions to ascertain whether:</p> <ul style="list-style-type: none"> <li>a.) A bidder has qualified on the basis of having passed the selection.</li> <li>b.) Responsiveness of the bid to the requirements of a bidding document.</li> </ul> <p>Cost evaluation shall be conducted by reviewing the following:</p> <ul style="list-style-type: none"> <li>(i) Correct arithmetical errors.</li> <li>(v) Perform price comparison in accordance with the pricing sheet</li> <li>(vi) Assess reasonableness of quoted price based on market price and the PPRA publicized Price guide/Catalogue.</li> <li>(vii) Assess completeness of price offers.</li> </ul> <p><b>4.31 Basis for Award</b></p> <p>Recommend the least-cost selection services offer for the award of the contract at its offer amount unless there are compelling and justifiable reasons not to do so. Such reasons will include assessed past performance, current workload and litigation history.</p> <p><b>NB: EDD, CEEP and LPS</b> preference margins shall be applied to this Tender for purposes of evaluation. For a bidder to be considered, they should attach the <b>EDD</b> certificate/<b>LPS</b> correspondence from the relevant issuing Authority.</p>		
5.0	<p><b>TENDER ACCEPTANCE</b></p> <p>Notwithstanding anything contained in any of these tender documents, Botswana Savings Bank is not bound to accept the lowest or any tender nor incur any expenses in the preparation thereof.</p> <p><i>Botswana Savings Bank reserves the right not to accept the lowest or any tender.</i></p>		
6.0	<b>CONTRACT</b>		

	<p>After notification of award, the procuring department will issue formal contract documents to the successful bidder for execution.</p>
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	<p>The successful bidder must within seven (7) days of receipt of the draft contract, comment or make suggestions for amendments, sign and return the documents to the procuring entity.</p>
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**Contents:**

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

**1 General****Actions**

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

**Interpretation and definitions**

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

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

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

**Tender documents**

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

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

**A) TENDER SECTION****Part A-1 Tendering Procedures**

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

**B) CONTRACT SECTION****Part B-1 Agreements & Contract Data**

- Form of Offer & Acceptance

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

#### Part B-2 Pricing Data

- Pricing Instructions
- Price Schedules

#### Part B-3 Scope of Services

- Terms of reference

### **Communication & Procuring Entity's agent**

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

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

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

1.8 After the cancellation of a tender process or the rejection of all 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's address and identification details as stated in *clause 2.22 of the Tender Data*.

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

### Closing date and time

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

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

#### **Tender offer validity**

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

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

#### **Clarification of tender offer after submission**

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

#### **Provide other material**

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

#### **Submit securities, bonds, policies etc.**

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

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

### **3 The Procuring Entity's undertakings**

The Procuring Entity undertakes to:

#### **Respond to clarification**

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

#### **Issue Addenda**

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

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

### **Return late tender offers**

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

### **Technical offer opening**

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

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

### **Non-disclosure**

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

### **Grounds for rejection & disqualification**

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

### **Clarification of Tender Offers**

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

### **Examination and Evaluation of Tender Offers**

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

### **Least Cost Selection- Services Evaluation Method**

### Stage One - Preliminary Examination of Technical Offers only

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

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

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

### Test for responsiveness

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

- Detrimentially affect the scope, quality, or performance of the Services identified in the Contract,
- Change the Procuring Entity's or the tenderer's risks and responsibilities under the Contract, or
- Affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

### Non- responsive Technical Offers

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

### Stage Two-Technical Evaluation of responsive Technical Offers only

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

## Financial Offer opening

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

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

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

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

## Correct Arithmetical errors

3.15 Check responsive and qualified Financial Offers for arithmetical errors, correcting them in the following manner:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- If a schedule of quantities or schedule of prices applies and there is an error in the line item total resulting from the product of the unit price and the quantity, the unit price shall govern and the total shall be corrected.
- Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices, if any, will be corrected. The corrected Financial Offer amount will be communicated to the tenderer. The tenderer may not change the corrected Financial Offer amount.

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

## Convert Financial Offer amounts to a common currency

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

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

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

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

#### **Determination of a responsive tender offer's Comparative Offer**

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

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

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

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

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

- (i) its eligibility for the preference(s) claimed and establish the corresponding weight(s) for the Category of preference ( $W_p$ );
  - (ii) the Evaluated Comparative Offer ( $E_{co}$ ) and;
  - (iii) the ranking in the manner below:
- (a) Examine the documentation supporting the preference(s) claimed, determine the responsive tender offers' eligibility for the preference(s) claimed in respect of the categories of preference(s) stated in the **Tender Data** and establish the corresponding weight(s) for the Category of preference ( $W_p$ ).
  - (b) For evaluation purposes only, determine the Evaluated Comparative Offer using the formula below:  
$$E_{co} = P \times (1 - W_p)$$

Where:

$E_{co}$  = Evaluated Comparative Offer

$P$  = the Comparative offer under consideration

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

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

### **Insurance provided by the Procuring Entity**

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

### **Acceptance of tender**

3.23 Notify the successful tenderer of the Procuring Entity's acceptance of his tender offer by completing and returning one copy of the Form of Offer and Acceptance before the expiry of the validity period stated in the Tender Data, or agreed additional period. Providing the Form of Offer and Acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the Procuring Entity and the successful tenderer as described in the Form of Offer and Acceptance.

### **Notice to unsuccessful tenderers**

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

### **Prepare contract documents**

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

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

### **Issue final contract**

3.26 Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the Procuring Entity's execution of the Form of Offer and Acceptance (including the Schedule of Deviations). Only those documents that the Conditions of Tender require the tenderer to submit, after acceptance by the Procuring Entity will be included.

### **Provide copies of the contracts**

3.27 Provide to the successful tenderer the number of copies stated in the **Tender Data** of the signed copy of the contract as soon as possible after completion and signing of the Form of Offer and Acceptance.

**List of Returnable Documents**

The tenderer must complete the following returnable documents:

**1 Returnable Documents required for tender evaluation purposes**

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

**2 Other documents required for tender evaluation purposes**

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

**3 Returnable Documents that will be incorporated into the contract**

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

**4 Other returnable documents that will be incorporated into the contract**

- 5 Contract Data provided by the provider
- 6 Pricing instructions

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

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

#### A. Certificate for company

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

#### B. Certificate for partnership

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

NAME	ADDRESS	SIGNATURE	DATE

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

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

**C. Certificate for Joint Venture**

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

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

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

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

D. Certificate for sole proprietor.

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

E. Certificate for other.

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

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

\_\_\_\_\_  
COMMISSIONER OF OATHS

CAPACITY:

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

Botswana Savings Bank	RETURNABLE DOCUMENTS TENDER SCHEDULES	T2.2 GK CURRICULUM VITAE OF KEY PERSONNEL
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*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 TENDER SCHEDULES	DOCUMENTS T 2.2 GL EXPERIENCE & TECHNICAL CAPABILITY OF TENDERER
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1. We have performed the following volume of Services during the last three years:

Last Year: \_\_\_\_\_  
Last but one Year: \_\_\_\_\_  
Last but two Year: \_\_\_\_\_

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

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

Signed

Name

Tenderer

Date

Position

Botswana Savings Bank	TENDER RETURNABLE DOCUMENT	T2.2 GM DECLARATION FORM FOR TENDERING PURPOSES
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Declaration to establish that Directors, shareholders, partners, members have not participated through any other bid for the same tender.

## PART A

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

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

of:

\_\_\_\_\_ (name of Entity)

of:

\_\_\_\_\_

\_\_\_\_\_ (Postal/physical address)

that, in connection with the enclosed tender,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DATED:.....

.....  
Entity  
Stamp

**PART B**

- 1. Declaration to establish Eligibility for Reservation and Price Preferences for 100% Citizen Owned Contractor / Companies and other Entities.
- 2. The declaration shall be signed by all Businesses tendering for reserved contracts and contracts subject to preferences, as a condition of each tender.
- 3. The 100% citizenship requirements for shareholders, etc contained therein shall not withstand any previous consents and practice, be precondition for the award of any reserved tender.

**Definition**

- 4. The following definitions shall apply to this declaration:

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

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

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

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

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

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

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

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

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

## 6. Undertakings

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

7. Sanctions relating to reserved treatment

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

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

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

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

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

\_\_\_\_\_  
COMMISSIONER OF OATHS

CAPACITY:

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

1. An organisation chart showing on-site and off-site management personnel
2. CV's for people proposed for all identified posts.
3. Details of the location (and functions) of offices from which the work will be managed.
4. Details of the experience of the staff who will be working on the project with respect to
  - Working with the chosen form of contract.
  - (Insert other experience that is important for the contractor's staff to have)

If staff experience of these matters is limited, an indication of relevant training that they have attended would be helpful.

5. An explanation of how you propose to allocate adequate resources to enable you to comply with the requirements and prohibitions imposed on you by or under the statutory provisions relating to health and safety.

Summary of items attached to this schedule:

Botswana Savings Bank	CONTRACT
-----------------------	----------

SERVICES CONTRACT FOR THE DEVELOPMENT, IMPLEMENTATION, SUPPORT AND MAINTANCE OF ACCOUNTS RECONCILIATION SYSTEM SOLUTION TO BOTSWANA SAVINGS BANK	
CONTRACT	
PART 1: AGREEMENTS AND CONTRACT DATA	
C1.1 Form of Offer and Acceptance C1.2 General Conditions for Services Contract C1.3 Special Conditions of Contract	
PART 2: PRICING DATA	
C2.1 Pricing Instructions - Activity Schedule / Price Schedules	
PART 3: SCOPE OF WORK	
C3 Scope of work	

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

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

### SERVICES CONTRACT FOR THE DEVELOPMENT, IMPLEMENTATION, SUPPORT AND MAINTAINANCE OF ACCOUNTS RECONCILIATION SYSTEM SOLUTION TO BOTSWANA SAVINGS BANK

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

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

<p>The total of the amount tendered is _____</p> <p>_____ Pula, (in words); P_____</p> <p>__ (in figures). (Not applicable for rate only contracts)</p>
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This Offer, of which the tenderer has one originals, may be accepted by the Procuring Entity by signing the form of Acceptance overleaf and returning one fully executed original of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the Service Provider in the Conditions of Contract identified in the Contract Data.

#### For the tenderer:

Signature(s)

Name(s)

Capacity

*(Insert name and address of organisation)*

Name &  
signature  
of witness

Date

## Acceptance

By attaching the signature of a duly authorised representative to this part of this Form of Offer and Acceptance, the Procuring Entity accepts the tenderer's Offer. In consideration thereof, the Procuring Entity shall pay the Service Provider the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an Agreement between the Procuring Entity and the tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the Contract, are contained in:

Part 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

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

Appendix A: Description of the Services

Appendix B: Schedule of Reporting Requirements

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Pula

Appendix F: Services and Facilities Provided by the Procuring Entity

Part 2 Pricing Data

Part 3 Scope of Work

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

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

The tenderer shall within one week of receiving a fully executed original of this Agreement, including the Schedule of Deviations (if any), contact the Procuring Entity's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this

Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

#### For the Procuring Entity

Signature(s)

Name(s)

Capacity

*(Insert name and address of organisation)*

Name &  
signature  
of witness

Date

Note: If tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. \_\_\_\_ '

(Suggested format, to be completed by the Procuring Entity prior to award of contract)

#### Schedule of Deviations

Note:

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

1 Subject \_\_\_\_\_

Details \_\_\_\_\_

2      Subject \_\_\_\_\_  
Details \_\_\_\_\_

3      Subject \_\_\_\_\_  
Details \_\_\_\_\_

4      Subject \_\_\_\_\_  
Details \_\_\_\_\_

5      Subject \_\_\_\_\_  
Details \_\_\_\_\_

6      Subject \_\_\_\_\_  
Details \_\_\_\_\_

By affixing the signatures of the duly authorised representatives below, the Procuring Entity and the tenderer both agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any changes to the terms of the Offer agreed by the tenderer and the Procuring Entity during this process of Offer and Acceptance.	
It is expressly agreed that no information, documentation or communication not listed in the	
Signature(s)	
Name(s)	_____
Capacity	_____
_____ (Insert name and address of organisation)	
Name & signature of witness	_____
Date	_____
Schedule of Deviations shall have any meaning or effect in the contract between the parties arising from this Agreement.	

For the tenderer:

For the Procuring Entity

Signature(s)

Name(s)

Capacity

*(Insert name and address of organisation)*

Name &  
signature  
of witness

Date

Title of the Contract \_\_\_\_\_

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

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

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

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

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

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

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

Date \_\_\_\_\_

Signature(s) \_\_\_\_\_

**PRICE**

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

**CURRENCY**

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

**VALUE ADDED TAX (VAT)**

- All prices shall be exclusive of VAT except on the grand total.
- Proof of VAT registration shall be submitted by VAT registered Bidder.
- VAT exclusion on the Grand Total by VAT registered Bidder shall render the bid non-compliant and not fit for consideration for award.

**PRICE VARIATION**

In the event the insurer incurs increased costs in the execution of the contract by reason of any or all the following, a price increase may be considered;

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

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

The winning bidder shall be required to have a business transaction account with Botswana Savings Bank where all payments shall be disbursed.

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

**SERVICES CONTRACT FOR THE DEVELOPMENT, IMPLEMENTATION, SUPPORT AND  
MAINTANCE OF ACCOUNTS RECONCILIATION SYSTEM SOLUTION TO BOTSWANA SAVINGS  
BANK**

## **2. Project Information**

### **2.1. Background**

- 2.1.1. Botswana Savings Bank (BSB) is an institution wholly owned by the Government of Botswana with a specific mandate of mobilizing the nation to save as well as provide inclusive financial services.
- 2.1.2. Its headquarters are based in Gaborone at Broadhurst Mall; Tshomarelo House with branches in Gaborone, Francistown, Mahalapye, Serowe, Kanye, Gumare, Palapye and Hukuntsi.

## **SCOPE OF SERVICES**

### **1.1 Organisation Strategic Objective Background**

BSB (Botswana Savings Bank), is seeking to procure reconciliation solution, whose underlying objective is to automate the reconciliation processes for the bank. Beside saving time and cutting off some manual work, this initiative is a direct response to improving the quality of reporting, and turnaround time in efficiency and a response to Lesedi 2025, which is going digital, moving away from manual work.

The coming in of the reconciliation solution will ensure that bank account reconciliations are of good standard and takes much lessor time to prepare. It is envisaged that the reconciliation solution will eliminate human errors, will bring in more efficiency, reducing audit time while yielding better data quality in turn improving the bank revenue. It is, therefore, necessary to take active steps to address the prevailing challenges and ensure that there is a robust and reliable system in place to improve current manual processes as well as provide business continuity when members of staff are not present.

## Objective(s) of the Assignment

BSB is seeking to find a Service Provider to supply and implement the reconciliation solution which will be used across the bank to provide the reconciliations for various areas of banking, the following are specific objectives:

- 1.1. To assist the Bank in atomization of the reconciliations processes throughout the bank, i.e banking operations, Finance and any other reconciliations that the bank may need.
- 1.2. To provide data security and traceability
- 1.3. To assist the Bank with reduced effort required to undertake a reconciliation, reduce time and increase efficiency in reconciliation of different accounts.
- 1.4. To provide a comprehensive audit trail detailing entry and exit of any user in the system, and action taken, including creation, signing, approval, rejection, or deletion of documents. The system should allow for several people to work on the document through properly managed workflows while managing the status of the document, providing authenticity of the document and identity of the users.
- 1.5. To provide a facility or means for document retention in line with the Bank's retention policy of 20 years. The Bank has application for document retention (Archiving) hence the reconciliation solution must be able to interface with such external systems for retention purposes.
- 1.6. To train prospective users of the system how to initiate, approve and retrieve documents electronically within the system; and to train ICT staff in the design and implementation of templates for key documents and general first level support of the system.
- 1.7. The system should assist the bank in elimination of errors in the reconciliations.

## 2. Scope of Services, Tasks (Components) and Expected Deliverables

The assignment will among others have the following specific tasks:

- 2.1. Inception report at least within seven (7) days from the date of signing the contract.
- 2.2. Actual Implementation of the system in the Bank is expected to take not more than 78 days. (consultant to advice).
- 2.3. As part of the Project, the Service Provider is required to cover the following:
  - 2.3.1. Sign-off of the Requirements Specification and submission of proposed system design in line with the requirements.
  - 2.3.2. Implementation of the reconciliation solution, either on cloud or on premise, and confirmation of ability to access the system from across all branches.
  - 2.3.3. Design and implementation of document templates and document workflows for all key documents marked as part of the project.
  - 2.3.4. Training and User Acceptance Testing and Training by key users identified as part of the project.

### 3. System support and maintenance.

3.1 It is expected that the Exercise will take not more than 78 days, including User Acceptance Testing and Training of key users. The service provider is required to take full responsibility for any delays caused by inability of the solution to meet requirements and signed-off requirements. The Bank will undertake User Acceptance Testing to ensure all requirements are met and are working according to the specification, and where delays are experienced due to system bugs and time to fix, the Bank will not be liable.

3.2 Support shall be for an initial period of two years (2) from the date to be agreed after testing and acceptance.

### Technical Specifications

BSB is looking for systematic approach in addressing the required improvements as listed in the objectives above. The proposed solution in response to BSB's specific situation should be guided by best practice, industry trends and key architecture principles.

- 1.1 **Integration Capabilities:** Compatibility with existing banking systems and third-party services.
- 1.2 **User Access and Security:** Robust security features and role-based access controls.
- 1.3 **Support:** Provide a second level support and capacitate internal IT team for first level support to system users.
- 1.4 **Hosting:** On premise or cloud; in the case of the latter the service provider should adhere to Botswana's data protection Act.
- 1.5 **Storage/ Database:** Use RDBMS preferably Microsoft SQL Server 2022 or Oracle DB 19c.  
Secure storing of sensitive user data, such as personal information and financial details, using encryption and hashing mechanisms.
- 1.6 **Operating System:** Microsoft Windows 2022 OS or RHEL version 9.2.
- 1.7 **Upgrades and Migration:** Alert the Bank on new patch and provide guidance of deployment of the same.
- 1.8 **Failover:** The implementation should include DR and HA setup.
- 1.9 **Data Encryption:** All communication channels between the bank's systems and the integrator gateway, are encrypted using secure protocols such as TLS (Transport Layer Security).
- 1.10 **Authentication and Authorization:** Implement strong authentication mechanisms to verify the identity of users and the systems involved in the transactions.  
Use multi-factor authentication (MFA) to add an extra layer of security for user verification.  
Employ proper authorization controls to ensure that users only have access to the functionalities and data they are authorized to use.

- 1.11 **Secure Coding Practices:** Secure coding practices to prevent common vulnerabilities such as injection attacks, buffer overflows, and other code exploits. Regularly conduct code reviews and security assessments.
- 1.12 **Transaction Security:** Implement secure transaction protocols to protect against man-in-the-middle attacks and replay attacks.
- 1.13 **Session Management:** Implement secure session management practices to protect user sessions from hijacking or session fixation attacks.
- 1.14 **Logging and Monitoring:** Implement comprehensive logging mechanisms to track and monitor all transactions. Monitor logs regularly to detect any suspicious activities.  
Use intrusion detection systems (IDS) and intrusion prevention systems (IPS) to identify and prevent potential security threats.
- 1.15 **Vendor Security:** If using third-party gateways, ensure that they adhere to robust security practices. Perform security assessments of their systems and processes.
- 1.16 **Regular Security Audits and Penetration Testing:** Conduct regular security audits and penetration testing to identify vulnerabilities and weaknesses in the system. Remediate any issues promptly.
- 1.17 **Compliance with Regulations:** Compliance with relevant financial regulations and standards. This may include data protection regulations and other industry-specific standards.
- 1.18 **User Education:** Educate users about security best practices, such as not sharing sensitive information and being cautious of phishing attempts.  
The service provider to create and maintain comprehensive documentation for all configurations, facilitating troubleshooting and future modifications.