

BOTSWANA SAVINGS BANK



ADMINISTRATION DEPARTMENT

A 3-YEAR SERVICE CONTRACT FOR THE PROCUREMENT OF MANNED SECURITY SERVICES TO BOTSWANA SAVINGS BANK AT VARIOUS SITES

REFERENCE NO: BSB/PU/HC/025:2024

Date: November 2024

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

PROCURING DEPARTMENT	AGENT
Human Capital ,Facilities Department Botswana Savings Bank P O Box 1150 Gaborone Tel: (267) 3912555 Fax: (267) 395 2608	Procurement Unit Botswana Savings Bank P O Box 1150 Gaborone Tel: (267) 3912555 Fax: (267) 395 2608 E mail: procurementunit@bsb.bw

**A 3-YEAR SERVICE CONTRACT FOR THE PROCUREMENT OF MANNED SECURITY
SERVICES TO BOTSWANA SAVINGS BANK AT VARIOUS SITES
TENDER
TENDERING PROCEDURES**

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

T1.3 Standardised Conditions of Tender

Botswana Savings
Bank

TENDER
BSB/PU/HC/025:2024
TENDERING PROCEDURES

NO:

TENDER NOTICE AND
INVITATION TO TENDER

TENDER REF NO: BSB/PU/HC/025:2024

A 3-YEAR SERVICE CONTRACT FOR THE PROCUREMENT OF MANNED SECURITY SERVICES TO BOTSWANA SAVINGS BANK AT VARIOUS SITES

Tender offers are invited from Local Contractors for the provision of security services at BSB head office, Records Centre (Gaborone), Francistown, Mahalapye, Palapye, Serowe, Hukuntsi, Kanye, Molepolole, Gumare, Maun, Letlhakeng ATM, Kang ATM, Bokaa ATM, Mogoditshane ATM, Gabane ATM and Old Naledi ATM for a period of 36 months (3 years), as per the terms of reference enclosed in the tender data.

The procuring department is Botswana Savings Bank, Human Capital department, Gaborone.

Bidding method: Open Domestic Bidding Method

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. The tender is open to 100% citizen owned and controlled companies.

The winning bidder will be required to open an account with Botswana Savings Bank where all the payments will be made to.

Bidding companies should be registered with the Public Procurement Regulatory Authority (PPRA) and in possession of Code 100: Security Services, Sub-Code 01: Guard Services.

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

The physical address for collection of tender documents is:

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

Documents shall be accessed from the below link:

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

with effect from 25th November 2024. 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 procurementunit@bsb.bw

A non-refundable fee of **P1000.00** shall be paid by interested bidders at below contact details. 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

The tender is open for hundred percent citizen owned companies domiciled in Botswana.

There will be a compulsory site visit scheduled as follows:

Location: Gaborone BSB Headquarters

Date: 29/11/2024

Time: 0900hrs

Physical address: BSB Tshomarelo House 4th Floor Boardroom, Plot 53796 Kagiso Mall.

A Two-Envelope procedure will be followed.

The tender Number, tender title and Name of bidder should appear on the proposals and the envelope. Parts of each tender offer communicated on paper shall be submitted as one (1) original marked original, plus two (2) copies.

Withdrawal of bids

A bidder withdrawing his or her bid may submit a new bid in accordance with the bid submission instructions in the bidding documents. A notification to withdraw a bid shall be opened, read and recorded at the bid opening, in accordance with the guidelines.

A bidder wishing to withdraw his or her bid shall in writing notify the procuring entity of the withdrawal, and the withdrawal letter shall be authorised and submitted in the same way as the bid. In an envelope clearly marked withdrawal of tender for provision of manned security services to Botswana Savings Bank at various site.

Queries relating to the issue of these documents may be addressed to procurementunit@bsb.bw and copied to arothe@bsb.bw and okeitseng@bsb.bw
TELL: +267 395 0148 at least 5 days before tender closing date.

The closing time for receipt of tender documents is **1000hrs** on the **09/12 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 th Floor Tender Box, Kagiso Mall, P O Box 1150, Gaborone Botswana.

Tender documents not correctly packaged and labelled as indicated above will not be accepted.
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The Botswana Savings Bank's Standardised Conditions of Tender apply to this procurement, for which all the applicable Tender Data is contained in the tender documents.

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

Johnson M.
Procurement Manager
Botswana Savings Bank

A 3-YEAR SERVICE CONTRACT FOR THE PROCUREMENT OF MANNED SECURITY SERVICES TO BOTSWANA SAVINGS BANK AT VARIOUS SITES

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

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

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

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

1.3	<p>The tender documents issued by the Procuring Department comprise:</p> <p>One volume approach</p> <p>TENDER SECTION</p> <p>Tendering Procedures</p> <p>SECTION 1: TENDER SECTION</p> <p style="padding-left: 40px;">T1.1 Tender Notice & 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>CONTRACT SECTION</p> <p>SECTION 2: PART 1-AGREEMENTS & CONTRACT DATA</p> <p style="padding-left: 40px;">C1 Part 1 Agreements & Contract Data</p> <p style="padding-left: 40px;">C1.1 Form of Offer & Acceptance</p> <p style="padding-left: 40px;">T2.2 Authority of signatory</p> <p style="padding-left: 40px;">C1.2 Contract Data</p> <p>SECTION 3: PART 2-PRICING DATA</p> <p style="padding-left: 40px;">C2.1 Pricing Instructions</p> <p style="padding-left: 40px;">C2.2 (a) Terms of reference</p> <p>SECTION 4: PART 3-SCOPE OF WORK</p> <p style="padding-left: 40px;">C3 Scope of Work: Services contract</p>
1.4	<p>The Procuring Department's agent is:</p> <p>Procurement Unit.</p> <p>Botswanana Savings Bank Headquarters</p> <p>P.O.Box 1150</p> <p>Gaborone</p> <p>Botswana</p>
2.1	<p>ELIGIBILITY</p> <p>The eligibility criteria for tenderers are:</p> <p>Bidders must, in order to be considered for award of the contract:</p> <ol style="list-style-type: none"> a. Submission of one (1) original and two (2) copies of all documentation submitted for bidding (compliance is checked during opening) b. Fully completed Certificate of Authority of Signatory. c. Fully completed Form of Offer and Acceptance.

	<p>d. Fully completed certificate of attendance at site inspection meeting.</p> <p>e. Submission of a copy of Tax clearance. The certificate will be verified online</p> <p>f. Fully completed list of Directors and shareholder's information.</p> <p>g. Submission of a copy of PPAD Registration, Code 100, Sub Code 01. To be verified online</p> <p>h. Proof of purchase of the tender document</p>
2.2	Parts of each tender offer communicated on paper shall be submitted as one (1) original, plus two (2) copies. All the documents should comply with two envelope system.
2.3	<p>The Procuring Department's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Sealed envelopes marked: A 3-YEAR SERVICE CONTRACT FOR THE PROCUREMENT OF MANNED SECURITY SERVICES TO BOTSWANA SAVINGS BANK AT VARIOUS SITES</p> <p>Location of tender box is:</p> <p>Botswana Savings Bank Headquarters, Tshomarelo House, Floor 4 Plot 5379, Kagiso Mall Gaborone</p> <p>Identification details:</p> <p>"A 3-YEAR SERVICE CONTRACT FOR THE PROCUREMENT OF MANNED SECURITY SERVICES TO BOTSWANA SAVINGS BANK AT VARIOUS SITES</p> <p>Tenders will be opened on the same day in the presence of bidders wishing to attend.</p>
2.4	<p>The closing time for submission of tender offers is 1000 hrs on 09/12 2024.</p> <p>The physical address for tender submission is: Botswana Savings Bank (BSB) Plot 53796, Tshomarelo House 4th Floor Tender Box, Kagiso Mall, P Box 1150, Gaborone Botswana.</p>
2.5	Telephonic, telegraphic, telex, facsimile or emailed tender offers will not be accepted. Any bid submitted after the closing time shall be declared late, rejected and returned unopened to the bidder.
2.6	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>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 09/12 2024.</p> <p>Location: Botswana Savings Bank (BSB) Plot 53796, Tshomarelo House 4th floor Boardroom, Kagiso Mall, P Box 1150, Gaborone Botswana.</p> <p>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>
3	<p>FORMAT OF RESPONSE</p> <p>All bidders shall prepare their tender submissions in a manner and format described below.</p> <ol style="list-style-type: none"> 1. The first document should be a cover letter stating the following: delivery terms, expiry/warranty, price validity, currency used, postal address, physical address and telephone numbers. Any other related information should be provided. <p>The completed document should be submitted in one (1) Original Copies (Marked original) and two (2) copies to the Botswana Savings Bank (BSB) Plot 53796, Tshomarelo House, Kagiso Mall, P Box 1150, Gaborone, Botswana</p> <p>All bids must be securely bound. The procuring entity will not be held liable for misplaced pages due to insecure binding of bids.</p>
4.0	<p>EVALUATION PROCESS</p>
4.1	<p>TENDER EVALUATION CRITERIA</p> <p>The procedure for evaluation of responsive tender offers is a two (2) stage method evaluating Quality and Cost Selection Method.</p> <p>STAGE ONE: <u>Preliminary Examination for Compliance</u></p> <ol style="list-style-type: none"> a. Submission of one (1) original and two (2) copies of all documentation submitted for bidding (compliance is checked during opening) b. Fully completed Certificate of Authority of Signatory. c. Fully completed Form of Offer and Acceptance. (must be submitted with the Financial Envelope) d. Fully completed certificate of attendance at site meeting. e. Submission of a copy of Tax clearance certificate issued by the Botswana Unified Revenue Service. To be verified online

	<p>f. Fully completed list of Directors and shareholder's information.</p> <p>g. Submission of a copy of PPRA Registration, Code 100 – Security Services, Sub Code 01 – Guard Services. To be verified online.</p> <p>h. Certificate of attendance of site meeting</p> <p>i. Proof of Payment.</p> <p>All bids that fail to qualify on any of the above requirements shall be eliminated from further evaluation.</p>
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4.2

STAGE 2: Technical Evaluation

A technical evaluation of the bidders will be carried out to determine the technical compliance with the specifications or the scope of supplies in the bid document, and any bidder who does not comply with the specifications will be disqualified. Only bids that have passed in stage 1 shall undergo technical evaluation.

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

Item under evaluation	Description					Points
1.						40
1.1. Equipment (The bidder should have but not limited to the stated)		≥33	32-15	<15		
	Walkie-Talkie	10	07	05	10	
	Handcuffs	10	07	05	10	
	Whistle	05	03	01	05	
					25	
1.2 Clear proposal (<i>methodology</i>) on how the job will be executed on a day-to-day basis. Describe monitoring and supervision procedures of the deployed security guards, which depicts quality assurance, execution plan, organogram with chain of command, among other methodological factors and value proposition.						
					15	
1.3 Number of years in security business (Provide company profile showing the company's experience and references).	8 years and above				15	
	5 years but below 8 years				10	
	Less than 5 years				05	
2. 2x Security Supervisors- Atleast a Degree in Security Management or related field.					20	
- Diploma					10	
- Certificate					5	

	3. . Proof that the company has a valid insurance cover (including public liability and workmen's compensation).			10
	Adequate up-to-date information should be brought forward in favour of the above-mentioned requirements.	Public liability	05	
		Workmen's compensation	05	
				10
	3. Human resource			10
	Practical, clear and concise detailing of information regarding training of the guards and supervisors to be employed must be provided. Training should include but not limited to: Public Relations on criminal law, guarding and patrolling, firefighting, first aid, combat and physical training.	10		
	Above average Practical, clear and concise detailing of information regarding training of the guards and supervisors to be employed must be provided. Training should include but not limited to: Public Relations on criminal law, guarding and patrolling, firefighting, first aid, combat and physical training.	08		
	Average Practical, clear and concise detailing of information regarding training of the guards and supervisors to be employed must be provided. Training should include but not limited to: Public Relations on criminal law, guarding and patrolling, firefighting, first aid, combat and physical training.	06		
	Below average Practical, clear and concise detailing of information regarding training of the guards and supervisors to be employed must be provided. Training should include but not limited to: Public Relations on criminal law, guarding and patrolling, firefighting, first aid, combat and physical training.	04		
				10
	4. Company Vehicle fleet (owned or long-term lease to cover the duration of the contract)			10
	With road worthiness certificate certified by the Department of Road Transport and Safety.	1 vehicle	03	
		2 vehicles	05	
		More than 3 vehicles	10	
	5. Adequacy in providing information of possession of a BOCRA Radio licence (Base Station and walkies) as well as the Operations Command Centre (to be visited for verification). Proof of existing out post and occupied offices in other areas.			15
		Exceptional	15	
		Average	10	
		Below average	05	

OVERALL TOTAL		105						
<p>All the bidders who score 78.75 points (75%) or more will proceed to the next stage of the evaluation.</p> <p>Note that bidders will be subjected to security vetting by the relevant Authorities at any stage of the evaluation and that vetting shall disqualify the bidder from further participation in the tender</p>								
4.3	<p>STAGE THREE (3): FINANCIAL EVALUATION</p> <p>Only financial proposals of bidders who obtained a minimum score of 75% will be opened and shall undergo financial evaluation. Financial proposals of bidders who did not pass the technical evaluation stage will be returned unopened.</p> <p>The total cost quoted by the tenderer for delivery of the required services will be evaluated as follows:</p> <ol style="list-style-type: none">1. Correction of Arithmetic errors2. Cost Estimate Comparison3. Preference margins for EDD registered local manufacturers as per the new Directive CAB 34/2014 (B) on purchasing of Locally Manufactured Goods and Services and Agricultural products shall also apply. <p>Correction of Arithmetic Errors</p> <p>Tenders determined to be responsive will be checked by the procuring department's evaluators for any arithmetic errors. Arithmetic errors will be rectified in accordance with Conditions of Tender Section 3 paragraph 12.</p> <p>The amount stated in the Form of Offer and Acceptance will be adjusted by the procuring department in accordance with the stated procedure for the correction of errors and shall be considered as binding upon the tenderer. If the tenderer does not accept the correction of arithmetic errors in the manner described in the Conditions of Tenders, the tender offer will be rejected.</p> <p>Cost Comparison</p> <table><tr><th>Evaluation Criterion</th><th>Description</th><th>Maximum Points</th></tr><tr><td>Cost Comparison</td><td>The aggregate cost of proposed capital expenditure and operational expenditure (broken down as per the Bill of Quantities and the pricing instructions.</td><td>30</td></tr></table> <p>Formula for calculating score for "Cost" criterion:</p> <p>Final Financial Score (FFS) = (LP/BP) x Maximum Points</p>		Evaluation Criterion	Description	Maximum Points	Cost Comparison	The aggregate cost of proposed capital expenditure and operational expenditure (broken down as per the Bill of Quantities and the pricing instructions.	30
Evaluation Criterion	Description	Maximum Points						
Cost Comparison	The aggregate cost of proposed capital expenditure and operational expenditure (broken down as per the Bill of Quantities and the pricing instructions.	30						

	<p>Where; <i>LP = Lowest Price Quoted by any bidder</i> <i>BP = Bid Price quoted in the current bid</i></p> <p>Least-Cost Evaluation and comparison</p> <p>Note that VAT exclusion on the Grand Total by VAT registered bidders shall render the bid non-compliant.</p> <p>Basis for Award The weighting of the technical evaluation shall be 75% with the financial evaluation set to 25%. Award will be recommended to the bidder who obtained the highest combined score (from the technical and financial evaluations) unless there are justifiable or compelling reasons not to do so and subject to successful negotiations.</p> <p>Formula for calculating combined score:</p> <p style="text-align: center;">Tender Score = FTS + FFS Where; <i>FTS – Final Technical Score</i> <i>FFS – Final Financial Score</i></p> <p>The most compliant bidder who achieves the highest score will be recommended for award. The contract may not necessarily be awarded to the lowest priced bid. To be determined by complete compliance of the bidder to specifications of the listed attribute items.</p>
5.0	<p>TENDER ACCEPTANCE</p> <p>Notwithstanding anything contained in any of these tender documents, the Botswana Savings Bank is not bound to accept the lowest or any tender nor incur any expenses in the preparation thereof. <i>Botswana Savings Bank reserves the right not to accept the lowest or any tender. The tender may be awarded in parts between tenders.</i></p>
6.0	<p>CONTRACT</p> <p>After notification of award, the procuring department will issue formal contract documents to the successful bidder for execution.</p> <p>The successful bidder must within seven (7) days of receipt of the draft contract, comment or make suggestions for amendments, sign and return the documents to the procuring entity.</p>
7.0	<p>ADDITIONAL CONDITIONS OF TENDER</p> <p>MALPRACTICE Responses from prospective tender respondents will be rejected if the service provider is found to have engaged in any of the following practices:</p>

	<ul style="list-style-type: none"> a) Having agreed with any person that the person will refrain from submitting a response. b) Having directly or indirectly canvassed any officer or representative of the bank for acceptance of their proposal. c) Having adjusted the price offered by or in accordance with any other person. d) Having committed an offence under the Corruption and Economic Crime Act (1994) in the connection with the award of the tender i.e. having offered, directly or indirectly, valuable consideration (as defined in S.23 of the Corruption and Economic Crime Act, 1994) to any officer or representative of the Government of Botswana, for acceptance of their proposal.
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Botswana Savings
Bank

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

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

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

OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES	SUBMITTED
Copy of valid Tax Clearance Certificate	
Copy of valid Trade Licence	
Submission of a certified copy of PPRA Registration, Code 132, Sub Code 01	
Certificate of attendance of site meeting	
List of directors Form 2 etc....	
References	
Proof of payment	

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

Signed

Date

.....

Name

.....

Position

Tenderer

.....

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

2.0 Other Documents required for tender evaluation purposes

- a) Priced Bill of Quantities
- b) PPRA registration
- c) Tax clearance
- d) Declaration form on bidder's financial status and conflict of interest

3.0 Returnable Documents that will be incorporated into the Contract

- a) Outline Programme of Works
- b) Curriculum Vitae of Key personnel
- c) Plant & Equipment
- d) Health & Safety Plan
- e) Proposed sub-contractors
- f) Training Levy

4.0 Other Returnable Documents that will be incorporated into the Contract

- a) Offer and Acceptance
- b) Contract Data provided by the Contractor
- c) Priced Bill of Quantities
- d) VAT/Income Tax

BOTSWANA SAVINGS BANK	TENDER RETURNABLE DOCUMENTS	TENDER SCHEDULES LAT2.2 GA CERTIFICATE OF AUTHORITY OF SIGNATORY
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Indicate the status of the Bidder by ticking the appropriate box hereunder. The bidder must complete the certificate set out below for the relevant category.

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

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 part

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 the sole owner of the business trading as _____.

THUS SIGNED AND SWORN TO BEFORE COMMISSIONER OF OATHS AT
.....ON THISDAY OF20..., ATAM / 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

TENDER
RETURNABLE DOCUMENTS

TENDER SCHEDULES
CURRICULUM VITAE OF
KEY PERSONNEL

Name:
Profession:
Current Position:

Date of Birth:
Nationality:
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 authorized representative of the Tenderer]

TENDER	TENDER SCHEDULES
RETURNABLE DOCUMENTS	MANAGEMENT PLAN

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

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

Summary of items attached to this schedule:

Botswana Savings Bank

TENDER

RETURNABLE DOCUMENTS

TENDER SCHEDULES

EXPERIENCE
TENDERER

OF

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

Signed

Date

Name

Position

Tenderer

COMPANY DIRECTORS AND SHAREHOLDERS INFORMATION

DEPARTMENT: _____

TENDER NO: _____

BIDDERS NAME: _____

DESCRIPTION OF TENDER/QUOTATION: _____

(A) COMPANY DIRECTORS

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

* (B) COMPANY SHAREHOLDERS

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

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

THE INDIVIDUAL SHAREHOLDERS OF COMPANY_____ ARE AS FOLLOWS:

1.

2.

3.

4.

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

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

1. Company Stamp : -----
2. Date:
3. Signature:

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

Botswana Savings Bank

CONTRACT PART 1
AGREEMENTS
CONTRACT DATA

&

FORM OF OFFER AND
ACCEPTANCE

Offer

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

A 3-YEAR SERVICE CONTRACT FOR THE PROCUREMENT OF MANNED SECURITY SERVICES TO BOTSWANA SAVINGS BANK AT VARIOUS SITES

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

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

The total of the amount tendered is _____

_____ Pula, (in words); P_ _____
_____ (in figures). (Not applicable for cost reimbursable or rate only contracts)

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

For the tenderer:

Signature(s)

Name(s)

Capacity

(Insert name and address of organisation)

Name &
signature
of witness

Date

Acceptance

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

The terms of the Contract, are contained in:

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

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

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

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

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

For the Procuring Department

Signature(s)

Name(s)

Capacity

(Insert name and address of organisation)

Name &
signature
of witness

Date

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

Schedule of Deviations

Note:

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

1 Subject _____

Details _____

2 Subject _____

Details _____

3 Subject _____

Details _____

4 Subject _____

Details _____

5 Subject _____

Details _____

6 Subject _____

Details _____

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

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

For the tenderer:

Signature(s)

Name(s) _____

Capacity _____

(Insert name and address of organisation)

Name &
signature
of witness

Date

For the Procuring Department

Signature(s)

Name(s) _____

Capacity _____

(Insert name and address of organisation)

Name &
signature
of witness

Date

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

Last Year: _____

Last but one Year: _____

Last but two Year: _____

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

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

Signed

Date

Name

Position

Tenderer

BOTSWANA SAVINGS BANK	TENDER RETURNABLE DOCUMENT	DECLARATION FORM FOR TENDERING PURPOSES
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Declaration to establish that Directors, shareholders, Beneficial Owners, 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 Beneficial Owners, Partners / Directors/
Shareholders /Administrators and/or Other (Please specify)

o
f:

..... (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 Beneficial Owners, Partners / Directors/ Shareholders /Administrators for the Company/Partnership/ Society/Joint Venture/ Private Foundation/Statutory Body and/or other (Please specify)

.....

	DIRECTORS/MEMBERS/and/O(Please R Other 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			

	BENEFICIAL OWNERS 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 Beneficial Owners, Partners / Directors/ Shareholders /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 any person employed by or associated with the Procuring Entity or its Agents, 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 entity or any person employed by or associated with the Procuring Entity or its Agents.

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 entity 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:

Citizen Contractor: 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.

Beneficial Owner: means a natural person, who directly or indirectly through any contract, arrangement, understanding, relationship or otherwise —

- (a) in relation to an incorporated body, ultimately owns or has a controlling ownership or exercises ultimate effective control through positions held in the incorporated body or is the ultimate beneficiary of a share or other securities in the body corporate; (b) in relation to a trust or other legal arrangement, is the settlor, trustee or ultimate beneficiary of the trust or legal arrangement or has the power, alone or jointly with another person or with the consent of another person, to —
 - (i) dispose of, advance, lend, invest, pay or apply trust property or property of the legal arrangement,
 - (iii) vary or terminate the trust or legal arrangement,
 - (iii) add or remove a person as a beneficiary or to or from a class of beneficiaries, (iv) appoint or remove a trustee or give another person control over the trust or legal arrangement, or
 - (v) direct, withhold consent or to overrule the exercise of a power referred to in subparagraphs (i) – (iv);
- (c) is the ultimate beneficiary of proceeds of a life insurance policy or other related investment services when an insured event covered by the policy occurs; or (d) a transaction is conducted on his or her behalf.

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 Citizen contractor and undertakes to remain a Citizen Contractor for the duration of the Contract.

7. Sanctions relating to reserved treatment

Any changes in Ownership or Control which violate the definition of a Citizen Contractor shall be sufficient reason for the Procuring Entity to terminate the Contract.

8. All the Beneficial Owners, Partners / Directors/ Shareholders /Administrators of(Name of company) have read this declaration and agree to its contents.

- a) All the Beneficial Owners, Partners / Directors/ Shareholders /administrators hereby give consent and verification of the information provided above and understand that this may include but is 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 (7) 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	CONTRACT
A 3-YEAR SERVICE CONTRACT FOR THE PROCUREMENT OF MANNED SECURITY SERVICES TO BOTSWANA SAVINGS BANK AT VARIOUS SITES	
CONTRACT	
PART 1: AGREEMENTS AND CONTRACT DATA	
C1	Memorandum of Agreement – <i>draft attached to the tender document</i>
C1.1	Form of Offer and Acceptance
C1.2	Contract Data
PART 2: PRICING DATA	
C2.1	Pricing Instructions
C2.2	Terms of reference
Part 3: SCOPE OF WORK	
C3	Scope of services

PRICE

- The bidder will be required to quote the cost of providing manned security services to Botswana Savings Bank.

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

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

A 3-YEAR SERVICE CONTRACT FOR THE PROCUREMENT OF MANNED SECURITY SERVICES TO BOTSWANA SAVINGS BANK AT VARIOUS SITES

1. SCOPE OF SERVICES

The service will be output based. The service provider is encouraged to be innovative and demonstrate how best to they can provide the service. Price will not be the only determining factor for allocation of tender. Demonstration of ability to execute contract, methodology of execution of contract, quality assurance is inter alia among a bouquet of attributes that will inform the outcome of award decision.

DETAILS OF SERVICES.

The service provider shall be expected to provide security and guard services to BSB headquarters, BSB Warehouse,

2. DESCRIPTION OF SERVICES

- a) The contractor shall provide 24 hours' security services on holidays, weekends and during working days at the facilities from the date of tender award for a period of 36 months unless otherwise terminated.
- b) These services shall include guarding and patrolling the premises and performing all that may be necessary in the attainment of the objective of this agreement.
- c) The contractor shall provide daytime access control at the main entrance by registering all visitors to the premises and recording purpose of the visit.
- d) The contractor shall prevent the unauthorised removal of property from the premises by demanding the necessary supplies authority documents and taking record of what has been issued out, and by monitoring the date of the returned loaned items.
- e) The contractor shall control and manage parking space around the premises outside the building. This shall include the use of clamps where a vehicle is parked in an obstructive manner.
- f) The contractor shall provide security to all client's property especially after normal working hours by:
 - Patrolling the premises and its perimeters regularly
 - Reporting any power failure to the officer
 - Reporting any water supply problem and regularly reporting malfunctioning lights.
 - Reporting any fire alarm siren during the day and night as well as the cause of the alarm and the action taken.
 - Reporting any faulty alarm panel.

- Reporting any pipe burst or serious leakage.
- g) The contractor shall provide access control to the premises after working hours and weekends by registering all visitors including the client's employees, to the premises and ensuring the duty register has been endorsed.
- h) The contractor shall provide monthly duty roster and attendance register of its employees to the client's designated officer on hard copy and electronically.
- i) The contractor shall observe all other security measures in place at the premises or that may be put in place from time to time by the client.
- j) The contractor shall exercise all reasonable skills, care and diligence in the discharge of its duties under this agreement and shall carry out all the responsibilities in accordance with both the PPRA and the International Professional Standards.
- k) The contractor shall provide expert advice and skills normally required for the class of services under this agreement.
- l) The contractor shall, in all professional matters, act as a faithful advisor to the client and, in so far as any of its duties require the exercise of discretionary power, the contractor shall act fairly as between itself and the client and as between client and third party, or the contractor and a third party.
- m) The contractor shall provide trained security guards at the premises.
- n) The contractor shall notify the Police immediately, in the event of a burglary at the premises. The contractor shall further notify the client of burglary or attempted burglary immediately after the incident occurs.
- o) The contractor shall visit and check its security guards for cleanliness and sobriety.
- p) The contractor shall ensure that its security guards on duty display their identity cards and are suitably attired whilst on duty.
- q) The contractor shall ensure that all its security guards who guard the premises do not have any criminal records or criminal investigations pending against them.
- r) The contractor shall perform the services and carry out its obligations with all due diligence, efficiency and economic in accordance with generally acceptable professional standards and practices.

3. EXTENT OF THE SERVICES

Ensure safety and protection from any form of harm or abuse to staff and its customers at all times.	Ensure that only authorised persons enter the premises and the building, and that property is not stolen from it. The contractor should also monitor and or note and prevent removal of certain items from the facility.
Prevent the unlawful damage or removal of any equipment, documents or other items from the premises.	The guards will be expected to control movement of stores in and out of the building through checking of appropriate documentation.
Prevent unauthorised access, maintain order and deter criminal attacks.	Ensure that doors, windows and other openings are secure, deter intruders and detect threats to the security and safety of people and property.
Maintain a security log recording removal and return of all official equipment.	
Ensure staff access to and from the facility from 06:30Hrs to 17:00Hrs and at other times as operational demands require and ensure orderly customer access to the public areas of the premises.	Guards are not employed to escort visitors within premises. The responsibility rests with the staff being visited. Guards may however be required to escort contract workers including cleaners, carrying out their tasks in the secure areas. The guards will be expected to provide reception services for all visitors to the facility.
Ensure safe custody of all keys	Storage will be provided. Guards will be expected to keep office keys safely and disallow unauthorised access to the keys and keep record of keys as and when they are issued and returned.
During working hours report to the Head of Unit, or in his/her absence any other official, any matter of security concern immediately it arises. Outside working hours report to the appropriate authority.	A security member of staff must be on site 24 hours a day for 365 days per year.
Ensure the immediate area external to the premises is kept free of persons who do not have legitimate business with the staff or facilities.	Liaise with the police as required.

4. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

Guards should be provided with safety boots and any other equipment that can protect them from any intruders and dangerous species like rodents.

5. QUALITY PLANS AND CONTROL

- The head of unit/facility management company will undertake regular inspections to check general performance and conduct.
- Guards are not allowed to leave the posts for refreshment whatsoever, except when there is another guard to relieve the other.
- The security company shall provide detailed monthly report on general observations on facilities i.e., defaults and any other issues of concern.
- The security company is expected to pay guards according to the statutory rates failure of which will lead to termination of contract.

6. KEY PERSONNEL (SUPERVISION/MANAGEMENT)

All security staff to be correctly and smartly dressed in uniform. The uniform should be kept clean, in good repair and pressed. Shoes should be polished. Guards should have appropriate wear for all types of weather, such that they can carry out their work appropriately. Where headgear is provided, it should be always worn while on duty, it shall be worn “squared”, not to the side of the head or tilted to the back of the head. Guards will not be allowed to wear part uniform and part civilian. Guards are not to sleep or smoke at post. A break for a smoke or refreshment may only be taken when there is another guard to relieve the other.

Guards are not allowed to accept a bribe, gift and fees or a tip while performing their duties. While on duty, a guard is not to be under the influence of alcohol or any drug unless medically prescribed. The guard post shall be kept clean at all times and shall not be used for storing clothes, equipment or personal property. No persons or visitors shall be permitted to loiter in the area of the guard post.

Guards posted at different facilities shall be honest, reliable and disciplined with no criminal record. They should have an established background and an employment record that can be traced. Guards shall be physically fit of acceptable intelligence and not older than the normal retirement age. Supervisors shall randomly inspect facilities where guards are posted and keep records as evidence for submission with the monthly progress report.

The guard should have been trained on the following if not the company shall ensure the following training and that it is undertaken within the first six (6) months of commencement of service:

- Basic criminal laws and powers to detain and search
- Incident reporting procedures
- Patrolling
- Access Control
- Safety and Fire regulations

- Firefighting and emergency procedures
- First Aid
- Customer Care

Guards must not work more than 12-hour shift or 60 hours over a seven (7) day period.

7. INSURANCES

The security provider shall be required, before signing the contract to provide within 14 days of letter of offer prove of the following insurance covers:

- Insurance cover
- Workman compensation cover
- Third-party liability cover

8. Below is the schedules for the provision of security services at BSB head office, Records Centre (Gaborone), Francistown, Mahalapye, Palapye, Serowe, Hukuntsi, Kanye, Molepolole, Gumare, Maun, Letlhakeng ATM, Kang ATM, Bokaa ATM, Mogoditshane ATM, Gabane ATM and Old Naledi ATM for a period of 36 months (3 years), as per the terms of reference enclosed in the tender data.

#	LOCATION	AREA	DAY	NIGHT
1.	Tshomarelo House (Head Office)	a) Banking Hall	1(0800 – 1700) Weekdays	-
			1(0800 – 1200) Saturdays	-
		b) Main Entrance Reception	1(0800 – 1700) Weekdays	-
			1(0800 – 1200) Saturdays	-
		c) Main Entrance Boom Gate	1(12hr shift)	1(12hr shift)
		d) ATM	1(12hr shift)	1(12hr shift)
		e) Fourth Floor Reception	1(0800 – 1700) Weekdays	-
			1(0800 – 1200) Saturdays	-
		f) Fifth Floor Reception	1(0800 – 1700) Weekdays	-

			1(0800 – 1200) – Saturdays	
		g) Main Basement Boom Gate	1(0800 – 1700) – Weekdays 1(0800 – 1200) – Saturdays	- -
2.	Records Centre	Reception	1(0800 – 1700) – Weekdays 1(0800 – 1200) – Saturdays	- -
3.	Rail Park	Banking Hall	1(0800 – 1700) – Weekdays 1(0800 – 1200) – Saturdays	- -
		ATM	1(12hr shift)	1(12hr shift)
4.	Francistown	Banking Hall	1(0800 – 1700) – Weekdays 1(0800 – 1200) – Saturdays	- -
		ATM	1(12hr shift)	1(12hr shift)
5.	Mahalapye	Banking Hall	1(0800 – 1700) – Weekdays 1(0800 – 1200) – Saturdays	- -
		ATM	1(12hr shift)	1(12hr shift)
6.	Palapye	Banking Hall	1(0800 – 1700) – Weekdays 1(0800 – 1200) – Saturdays	- -
		ATM	1(12hr shift)	1(12hr shift)
7.	Serowe	Banking Hall	1(0800 – 1700) – Weekdays 1(0800 – 1200) – Saturdays	- -

		ATM	1(12hr shift)	1(12hr shift)
8.	Hukuntsi	Banking Hall	1(0800 – 1700) - Weekdays 1(0800 – 1200) - Saturdays	-
		ATM	1(12hr shift)	1(12hr shift)
9.	Molepolole	Banking Hall	1(0800 – 1700) - Weekdays 1(0800 – 1200) - Saturdays	-
		ATM	1(12hr shift)	1(12hr shift)
10.	Maun	Banking Hall	1(0800 – 1700) - Weekdays 1(0800 – 1200) - Saturdays	-
		ATM	1(12hr shift)	1(12hr shift)
11.	Kanye	Office & ATM	1(12hr shift)	1(12hr shift)
12.	Gumare	Office & ATM	1(12hr shift)	1(12hr shift)
13.	Letlhakeng	Standalone ATM	1(12hr shift)	1(12hr shift)
14.	Kang	Standalone ATM	1(12hr shift)	1(12hr shift)
15.	Bokaa	Standalone ATM	1(12hr shift)	1(12hr shift)
16.	Mogoditshane	Standalone ATM	1(12hr shift)	1(12hr shift)
17.	Gabane	Standalone ATM	1(12hr shift)	1(12hr shift)
18.	Old Naledi	Standalone ATM	1(12hr shift)	1(12hr shift)

PUBLIC AUTHORITY	PROCUREMENT	REGULATORY	T1.3 STANDARDIZED CONDITIONS OF TENDER FOR SERVICES
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Contents:

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

1 General

Actions

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

Interpretation and definitions

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

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

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

Tender documents

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

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

A) TENDER SECTION

Part A-1 Tendering Procedures

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

B) CONTRACT SECTION

Part B-1 Agreements & Contract Data

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

Part B-2 Pricing Data

- Pricing Instructions
- Price Schedules

Part B-3 Scope of Services

- Terms of reference

Communication & Procuring Entity's agent

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

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

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

1.8 After the cancellation of a tender process or the rejection of all 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 (W_p), unless there are compelling and justifiable reasons not to do so.

Insurance provided by the Procuring Entity

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

Acceptance of tender

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

Notice to unsuccessful tenderers

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

Prepare contract documents

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

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

Issue final contract

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

Provide copies of the contracts

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