

BOTSWANA SAVINGS BANK



HUMAN CAPITAL, FACILITIES MANAGEMENT

TENDER TITLE: A SERVICES CONTRACT FOR ROUTINE AND ADHOC MAINTENANCE & REPAIRS  
SERVICES FOR ALL STANDBY GENERATORS FOR A PERIOD OF THREE (3) YEARS

REFERENCE NO: BSB/POU/HC/028:2024/25

Date: February 2025

NAME AND ADDRESS DETAILS OF PROCURING DEPARTMENT AND ITS AGENT PREPARING THE DOCUMENTS	
PROCURING DEPARTMENT	AGENT
Human Capital, Facilities Management Botswana Savings Bank P O Box 1150 Gaborone Tel: (267) 367 0000	Procurement Unit Botswana Savings Bank P O Box 1150 Gaborone Tel: (267) 367 0000 E mail: procurementunit@bsb.bw

**A SERVICES CONTRACT FOR ROUTINE AND ADHOC MAINTENANCE & REPAIRS SERVICES  
FOR ALL STANDBY GENERATORS FOR A PERIOD OF THREE (3) YEARS**

**TENDER**

**TENDERING PROCEDURES**

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

Botswana Savings Bank	TENDER NO: BSB/POU/HC/029:2024/25 TENDERING PROCEDURES	TENDER NOTICE AND INVITATION TO TENDER
TENDER REF NO: BSB/POU/HC/029:24/25		
<b>A SERVICES CONTRACT FOR ROUTINE AND ADHOC MAINTENANCE &amp; REPAIRS SERVICES FOR ALL STANDBY GENERATOR S FOR A PERIOD OF THREE (3) YEARS</b>		
Tender offers are invited from local 100% citizen owned companies for routine and ad hoc maintenance & repairs services for all standby generators for a period of three (3) years.		
The procuring entity is Human Capital, Facilities Management, Botswana Savings Bank.		
<b>Bidding method: Open Domestic Bidding Method</b>		
Bidders who are to be considered for award of the contract should be appropriately licensed to trade and or supply the services tendered for, and in possession of requisite documentation to trade and or supply such services according to the laws of Botswana and must be 100% citizen owned entities.		
Bidding companies should be in possession of <b>Code 02: Electrical Engineering Works and Maintenance, Sub-Code 01: Electrical Installations or/and Sub-Code 04 Automated machinery and control systems. The codes are to be verified online. Electrical &amp; mechanical engineering works code 02 &amp; 08 Grade B</b>		
All applicable citizen economic empowerment schemes such as Local Procurement Scheme (LPS), Citizen Economic Empowerment Programme (CEEP) and Economic Diversification Drive (EDD) shall be considered for evaluation and awarding purposes.		
This tender is reserved for Citizen Contractors in line with Section 76 of the Public Procurement Act.		
Tenderers to purchase all their products from 100% Citizen locally based manufacturers and service providers, provided that the goods and services are locally available, competitively priced and meet tender specifications in terms of quality standard as certified or recognized by Botswana Bureau of Standards (BOBS) or other recognized certifying bodies.		
Documents shall be accessed from the below link: <a href="https://www.bsb.bw/tenders/">https://www.bsb.bw/tenders/</a> with effect from 24 February 2025. Tender documents shall be available in soft copies only. <b>Bidders shall share to the email addresses below and proof of payment upon payment of the tender fee to <a href="mailto:procurementunit@bsb.bw">procurementunit@bsb.bw</a> and attach a copy to the bid.</b>		
A non-refundable fee of P400.00 shall be paid by interested bidders. Youth owned companies shall pay half price upon presentation of proof thereof. Payment shall be made at any of the following Botswana Savings Bank branches; BSB Headquarters, Rail Park, Palapye, Mahalapye, Molepolole, Serowe, Hukuntsi, F/town, Kanye and Maun, 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) original marked original, plus two (2) copies.</b>		
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 tender closing date; copied to <a href="mailto:okeitseng@bsb.bw">okeitseng@bsb.bw</a> and <a href="mailto:arothei@bsb.bw">arothei@bsb.bw</a> No queries shall be allowed thereafter.		
The tender Evaluation will follow <b>Least Cost Evaluation Procedure.</b>		
The closing time for receipt of tender documents is <b>1000am on 04 March 2025.</b>		

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. Bidders must also submit soft copies of bids.

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 2 days later from the bid closing date on the BSB website.

**Tender documents not correctly packaged and labelled as indicated above will not be accepted.**

The Public Procurement Regulatory Authority Standardised Conditions of Tender for Services 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

**A SERVICES CONTRACT FOR ROUTINE AND ADHOC MAINTENANCE & REPAIRS SERVICES FOR  
ALL STANDBY GENERATORS FOR A PERIOD OF THREE (3) YEARS**

1.1 The **conditions of tender** are the Standardised Conditions of Tender for Works as published by the Public Procurement Regulatory Authority.

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 The tender documents issued by Botswana Savings Bank comprise:

**TENDER SECTION**

Tendering Procedures

**SECTION 1: TENDER SECTION**

T1.1 Tender Notice & Invitation to Tender

T1.2 Tender Data

T2.1 List of returnable documents

T2.2 Tender Schedules

**CONTRACT SECTION**

**SECTION 2: PART 1-AGREEMENTS & CONTRACT DATA**

C1 Part 1 Agreements & Contract Data

C1.1 Form of Offer & Acceptance

T2.2 Authority of signatory

C1.2 Contract Data

**SECTION 3: PART 2-PRICING DATA**

C2.1 Pricing Instructions

C2.2 (a) Terms of reference

**SECTION 4: PART 3-SCOPE OF WORK**

C3 Scope of Work: Services contract

1.4 The Procuring Entity's agent is:

	<p>Procurement Unit Botswana Savings Bank Headquarters P.O.Box 1150 Gaborone Botswana</p>
1.5	<p><b>ELIGIBILITY CRITERIA</b> The following are the eligibility criteria for tenderers:</p> <ol style="list-style-type: none"> <li>1) 100% Citizen owned entities.</li> <li>2) Proof of purchase of tender/ Payment.</li> </ol>
2.1	<p><b>Stage 1: Compliance</b></p> <ol style="list-style-type: none"> <li>a. Fully completed Certificate of Authority of Signatory.</li> <li>b. Fully completed list of Directors and shareholder's information.</li> <li>c. Completed Declaration Form for Tender Purposes.</li> <li>d. Submission of a copy of a valid tax Clearance Certificate. The certificate will be verified online.</li> <li>e. Submission of copy of PPRA Registration, Code: 02 Electrical Engineering Works and Maintenance, Sub-Code 01: Electrical Installations, and/ or Sub Code 04: Automated Machinery and control systems. Electrical &amp; mechanical engineering works code 02 &amp; 08 Grade B</li> <li>f. Fully completed Form of Offer and Acceptance. All Bidders shall submit the completed and signed Form of Offer and Acceptance (C1.1)</li> </ol> <p>Bidders who fail to submit the above documents (<i>In line with PPRA Circulars a &amp; f of 2016</i>) will be requested during the evaluation to submit them within 2-5 days of notification.</p> <p>Bidders will be notified through a telephone call or email as an alert. Non responsiveness by the bidder shall result in disqualification of bid.</p> <p><b>NB:</b> All Bidders shall submit the fully Completed and Signed Form of Offer and Acceptance (C1.1) in the first instance without fail. Otherwise, the bid shall be disqualified.</p>
2.2	<p><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.</p>
2.3	<p>The Procuring Entity's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Sealed envelopes marked A SERVICES CONTRACT FOR ROUTINE AND ADHOC MAINTENANCE &amp; REPAIRS SERVICES FOR ALL STANDBY GENERATORS FOR A PERIOD OF THREE (3) YEARS</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><b>"A SERVICES CONTRACT FOR ROUTINE AND ADHOC MAINTENANCE &amp; REPAIRS SERVICES FOR ALL STANDBY GENERATORS FOR A PERIOD OF THREE (3) YEARS"</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>1000am</b> on 04 March 2025.</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	<p>Telephonic, telegraphic, telex, 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.</p>
2.6	<p>The tender validity period is four months (120 days) after tender closing date. A bid valid for a shorter period shall be rejected by the Procuring Department as non-responsive.</p> <p>Prior to expiration of the validity period, the procuring department may request bidders to consider extending the validity period stated in the tender data, in writing, for an agreed additional period.</p>
2.7	<p>The time and location for opening of the tender offers is <b>1015am</b> on <b>04 March 2025</b>. Opening shall also be available through Microsoft teams. A link shall be provided for online access to those who have registered/submitted their bids.</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>
3.0	<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>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 (marked copy) to <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>The procedure for evaluation of responsive tender offers is a two (2) stage method evaluating Quality and Cost Selection Method.</p> <p><b>STAGE 1: <u>Preliminary Examination for Compliance</u></b></p>

	<p>a. Fully completed Certificate of Authority of Signatory.</p> <p>b. Fully completed Form of Offer and Acceptance.</p> <p>c. Fully completed Declaration form for Tender Purposes.</p> <p>d. Submission of a copy of Tax clearance certificate issued by the Botswana Unified Revenue Service. To be verified online</p> <p>e. Fully completed list of Directors and shareholder's information.</p> <p>f. Submission of a copy of PPRA Registration, Code 02-Electrical Engineering Works and Maintenance, Sub-Code 01: Electrical Installations or/and Sub-Code 04-Automated machinery and control systems. to be verified online. Electrical &amp; mechanical engineering works code 02 &amp; 08 Grade B</p> <p><b>Bidders who fail to submit any of the above documents except (a and b) shall be given 2 days to submit failure which shall lead to a disqualification</b></p>																		
4.2	<p><b>STAGE 2: <u>Technical Evaluation</u></b></p> <p>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.</p> <p>The matrix below will be used for evaluation of the following.</p> <table border="1"> <thead> <tr> <th>No.</th><th>ATTRIBUTE</th><th>POSSIBLE MARKS</th><th>CRITERIA</th></tr> </thead> <tbody> <tr> <td>1</td><td> <p>Clearly articulated methodology to the proposed solution</p> <ul style="list-style-type: none"> <li>• Management Plan</li> <li>• Approach</li> <li>• Quality Assurance</li> <li>• Timelines &amp; Deliverable</li> <li>• Value adds services/innovative approaches</li> </ul> </td><td>30</td><td> <ul style="list-style-type: none"> <li>• <b>5 marks:</b> Understanding of the maintenance of Back-up systems (Standby Generators)</li> <li>• <b>10 marks:</b> A detailed description of how the support would be offered (Routine Maintenance schedules).</li> <li>• <b>10 marks:</b> Adequacy of the Proposed Support Team Structure and organizational structure for delivering assignment.</li> <li>• <b>5 marks:</b> A well-defined SLA and escalation matrix.</li> </ul> </td></tr> <tr> <td>2</td><td> <p>Academic Qualifications of Key Personnel.</p> <p>CV's and traceable academic/professional certificates from recognized and reputable institutions.</p> </td><td>15</td><td> <ul style="list-style-type: none"> <li>• <b>10 marks:</b> Technicians/Mechanics with a minimum qualification of National Craft Certificate (NCC) or equivalent</li> <li>• <b>5 Marks:</b> Demonstration of registration of key personnel with relevant regulatory body/bodies.</li> </ul> </td></tr> <tr> <td>3</td><td>Company Experience in similar undertaking.</td><td>10</td><td> <ul style="list-style-type: none"> <li>• <b>10 marks:</b> 3 or more than three years of experience and</li> </ul> </td></tr> </tbody> </table>			No.	ATTRIBUTE	POSSIBLE MARKS	CRITERIA	1	<p>Clearly articulated methodology to the proposed solution</p> <ul style="list-style-type: none"> <li>• Management Plan</li> <li>• Approach</li> <li>• Quality Assurance</li> <li>• Timelines &amp; Deliverable</li> <li>• Value adds services/innovative approaches</li> </ul>	30	<ul style="list-style-type: none"> <li>• <b>5 marks:</b> Understanding of the maintenance of Back-up systems (Standby Generators)</li> <li>• <b>10 marks:</b> A detailed description of how the support would be offered (Routine Maintenance schedules).</li> <li>• <b>10 marks:</b> Adequacy of the Proposed Support Team Structure and organizational structure for delivering assignment.</li> <li>• <b>5 marks:</b> A well-defined SLA and escalation matrix.</li> </ul>	2	<p>Academic Qualifications of Key Personnel.</p> <p>CV's and traceable academic/professional certificates from recognized and reputable institutions.</p>	15	<ul style="list-style-type: none"> <li>• <b>10 marks:</b> Technicians/Mechanics with a minimum qualification of National Craft Certificate (NCC) or equivalent</li> <li>• <b>5 Marks:</b> Demonstration of registration of key personnel with relevant regulatory body/bodies.</li> </ul>	3	Company Experience in similar undertaking.	10	<ul style="list-style-type: none"> <li>• <b>10 marks:</b> 3 or more than three years of experience and</li> </ul>
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			recommendation letters and/or certificates of completion. <ul style="list-style-type: none"> <li>• <b>5 marks:</b> Less than 3 years of experience and recommendation letters and/or certificates of completion.</li> </ul>
4	Satellite Branches	10	<ul style="list-style-type: none"> <li>• <b>10 marks:</b> Demonstration of Satellite branches, offices or technicians in areas where BSB is present, and/or within close proximity.</li> </ul>
5	Citizen Participation-Key Personnel	5	<ul style="list-style-type: none"> <li>• <b>5 marks:</b> If all are citizens</li> <li>• <b>0 marks:</b> if one or all are not citizens.</li> </ul>
	Total Marks	70	
<p>≠All Key personnel designate must be accompanied by consent letters to this particular project failure which marks will not be awarded.</p> <p>All the bidders who score <b>(75%) or more</b> will proceed to the next stage of the evaluation. 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	<b>STAGE THREE (3): FINANCIAL EVALUATION</b> <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> <ol 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> </ol> <p>Cost evaluation shall be conducted by reviewing the following:</p> <ol 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> </ol> <p><b>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 preference</b> margins shall be applied to this Tender for purposes of evaluation. For a bidder to be considered, they should attach the EDD certificate/LPS correspondence from the relevant issuing Authority.</p>		

	The winning bidder shall be required to have a BSB bank Account where payments shall be disbursed in.
5.0	<b>TENDER ACCEPTANCE</b> 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. <i>Botswana Savings Bank reserves the right not to accept the lowest or any tender.</i>
6.0	<b>CONTRACT</b> After notification of award, the procuring department will issue formal contract documents to the successful bidder for execution.  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.
7.0	The number of paper copies of the signed contract to be provided by the Procuring Entity is 3.
8.0	Bidders are required to indicate information in their bids which they consider confidential and whose disclosure shall be prejudicial to their interest. Failure to identify the information referred to will render such information subject to declassification after two years following the award of tender. NOTE: This is not a disqualifying factor and shall not be used for evaluation.

**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 Regulatory Authority 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.

PUBLIC PROCUREMENT REGULATORY AUTHORITY	RETURNABLE DOCUMENTS	LIST OF RETURNABLE DOCUMENTS
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## List of Returnable Documents

The tenderer must complete the following returnable documents:

### 1 Returnable Documents required for tender evaluation purposes

	CERTIFICATE FOR AUTHORITY OF SIGNATORY
T2.2 GK	CURRICULUM VITAE OF KEY PERSONNEL
T2.2 GL	EXPERIENCE OF TENDERER (TO BE USED FOR ASSESSMENT OF PAST PERFORMANCE)
T2.2 GM T2.2 GN	DECLARATION FOR TENDER PURPOSES EDD RETURNABLE FORM
T2.2 WD	MANAGEMENT PLAN
C1.1	FORM OF OFFER AND ACCEPTANCE

### 2 Other documents required for tender evaluation purposes

- Tax Identification Number (TIN) And Tax Clearance Number (TCC), Or Exemption thereof Issued By BURS. (To Be Verified On The BURS Website).
- Public Procurement Regulatory Authority Registration (To Be Verified on The IPMS System)
- Current Contract Commitments Form
- Bills of Quantities.

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

T2.2 GH	QUALITY PLAN
T2.2 GK	CURRICULUM VITAE OF KEY PERSONNEL
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 CONTRACTOR

### 6 BILL OF QUANTITIES

BOTSWANA SAVINGS BANK	TENDER	TENDER SCHEDULES
PUBLIC PROCUREMENT REGULATORY AUTHORITY	RETURNABLE DOCUMENTS	CERTIFICATE OF AUTHORITY OF SIGNATORY

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

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



BOTSWANA SAVINGS BANK PUBLIC PROCUREMENT REGULATORY AUTHORITY	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) \_\_\_\_\_

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

	<i>DIRECTORS/MEMBERS/and/O R Other (Please Specify).....</i>	<i>CAPACITY ENTITY</i>	<i>IN</i>	<i>NATIONALITY</i>	<i>PERCENTAGE OF SHAREHOLDIN G</i>
1					
2					
3					
4					
5					
6					
7					

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

	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	TENDER	TENDER SCHEDULES
PUBLIC PROCUREMENT REGULATORY AUTHORITY	RETURNABLE DOCUMENTS	CURRICULUM VITAE OF KEY PERSONNEL

*Note to tenderers: Please provide details of your CV here. Alternatively, you may attach a signed copy of your CV. Tenderers must include details of actual team members that will be deployed on site to perform the work not simply their company management personnel.*

Name:

Date of Birth:

Profession:

Nationality:

Current Position:

Years with the firm:

Qualification and Experience:

Education:

Professional Membership

Experience Record

Languages:

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

\_\_\_\_\_  
[Signature]

Date: \_\_\_\_\_

BOTSWANA SAVINGS BANK PUBLIC PROCUREMENT REGULATORY AUTHORITY		RETURNABLE DOCUMENTS			CURRENT CONTRACT COMMITMENTS	
Name of Contract	Employer Details, Contact Person, Address, Telephone	Value of Project	Start Date	Finish Date	Extended Completion Date	Value of outstanding Works

Signed

Date

Name

Position

*Tenderer*



BOTSWANA SAVINGS BANK	RETURNABLE DOCUMENTS	TENDER SCHEDULE: T 2.2 GH:
PUBLIC            PROCUREMENT REGULATORY AUTHORITY		QUALITY PLAN

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

BOTSWANA SAVINGS BANK	TENDER	TENDER SCHEDULE: T
PUBLIC PROCUREMENT REGULATORY AUTHORITY	RETURNABLE DOCUMENTS	2.2 WD:
		MANAGEMENT PLAN

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

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

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

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

**Summary of items attached to this schedule:**

## CONTRACT

### PART 1: AGREEMENTS AND CONTRACT DATA

- C1.1 Form of Offer and Acceptance
- C1.2 General Conditions for Supplies Contract
- C1.3 Contract Data

### PART 2: PRICING DATA

- C2.1 Pricing Instructions
- C2.2 Price Schedules

### PART 3: SCOPE OF SERVICES

- C3 Scope of Services

**Offer**

The Procuring Entity, Botswana Saving Bank Department of Human Capital, Facilities Management of Private Bag 1150 Gaborone, has solicited offers to enter into a contract for the procurement of:

**A SERVICES CONTRACT FOR ROUTINE AND ADHOC MAINTENANCE & REPAIRS SERVICES FOR ALL STANDBY GENERATORS FOR A PERIOD OF THREE (3) YEARS**

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 Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

The total of the amount tendered is \_\_\_\_\_  
\_\_\_\_\_ Pula, (in words); P\_\_\_\_\_   
\_ (in figures). (Not applicable for rate only contracts)

This Offer, of which the tenderer has one original, 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 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 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)  
Part 2 Pricing Data  
Part 3 Scope of Supply

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

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

Appendix A: Description of the Services

Part 2 Pricing Data  
Part 3 Scope of Work

and 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 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 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 Entity**

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

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_  
*(Insert name and address of organisation)*

Name & signature of witness \_\_\_\_\_

## GENERAL CONDITIONS OF CONTRACT

### Definitions and interpretations

1. In these conditions, except where the context otherwise requires:
  - “Articles” means all Articles, plant, equipment, materials, items and service which the Provider is required under the Contract to supply:
  - “Procuring Entity” means Botswana Savings Bank Department of Human Capital, Facilities Department.
2. Any notice or other communication whatsoever which the Procuring Entity is required to give or make to the Provider in terms of the Contract shall, without prejudice to any other method of giving or making it, be sufficiently given or made if it is sent by post in a letter addressed to the Provider at the last known place of abode or business of the Provider and if the letter is not returned through the post undelivered, such notice or communication shall be deemed for the purpose of the Contract to have been given or made at the time at which the letter would in the ordinary course of post have been delivered.

### Law of Contract

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

### Transfer and assignment

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

### Warranty

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

### Insurance

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

### Quality

7. The Articles delivered shall be of the quality, standard or specification described in the Contract and where samples form part of the Contract shall in all respects conform to sample.
8. All Articles, materials, workmanship or services covered by this Contract shall be the subject of the Procuring Entity's inspection and test all times before, during or after manufacture. The Provider shall furnish without extra charge all reasonable facilities and assistance for safe and convenient inspection or test required by appointed Inspectors. Such inspections may be carried out on the Provider's premises or at such other place as deemed appropriate by Inspectors. The Procuring Entity shall have the right to reject or, at its discretion, to require the correction or replacement of Articles, materials, workmanship, or services which are defective or do not conform to the specified requirements of this Contract. All rejects shall be held at the Provider's risk and expense



including all transportation and handling costs until returned to or collected by the Provider. All rejects shall be replaced or rectified and made good at the Provider's expense within the replacement period to the full satisfaction of the Inspectors and in conformity with the standards, specification or samples specified in this Contract.

#### **Rejection for inferior quality**

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

#### **Title to draw specifications**

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

#### **Liquidated Damages for late delivery**

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

#### **Alteration of specification etc.**

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

#### **Quantities**

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

#### **Minimum Quantities**

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

#### **Packages**

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

#### **Marking**

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

#### **Price**

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

#### **Price Variation**

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

### **Delivery Notes / Invoices**

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

### **Payment Terms**

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

### **Indemnity**

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

### **Gratuities etc.**

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

### **Extension of Time**

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

### **Termination of Contract**

14. In case the Provider shall be in breach of any of the terms and conditions of this Agreement, or shall on any occasion fail in the due and punctual supply of any of the Articles to be supplied under the Contract, or shall repeatedly offer any article of an

inferior quality to that Contracted for, or at any time fail to replace such Articles when properly rejected the Provider shall be deemed to have failed in the due performance of the Contract and the Procuring Entity shall be at liberty by notice in writing or otherwise to terminate the Contract, but without prejudice to the Procuring Entity's rights of retention and recovery in respect of any loss or damage sustained.

### **Performance Security**

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

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

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

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

### **Force majeure**

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

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

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

### **Settlement of Disputes**

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

{If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in

accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Supplies under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure under the Botswana Arbitration Act of 1966.

Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Provider any monies due the Provider.

**PRICE**

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

**CURRENCY**

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

**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 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.

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.

BOTSWANA SAVINGS BANK PUBLIC PROCUREMENT REGULATORY AUTHORITY	CONTRACT PART 3 SCOPE OF WORK	SCOPE OF WORK: WORKS CONTRACT
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### Part 3: SCOPE OF WORK

#### 1 DESCRIPTION OF THE WORKS

This ITT has been issued to solicit for responses from qualified Generators support vendors with the requisite technical, financial, and managerial competence to provide BSB with a proposal for a services contract for routine and adhoc maintenance & repairs services for all standby generators and uninterrupted power supplies (UPS) for a period of three (3) years.

##### 1.1 Bank's objectives

- Real-time reporting on the state and functionality of all standby generators
- Provide routine and ad hoc maintenance and repairs.

##### 1.2 Description of the services

The Contract shall consist of but not limited to the following:

- Provide routine and ad hoc maintenance and repairs of all BSB standby generators.
- Committed response time in the event of breakdowns and call outs.
- Communication and technical assistance and/or advise.
- Reliable operation of all standby Generators.
- Detailed reports of inspection and any other service.
- Stability of the operational characteristics of the equipment throughout the term of the contract.
- Conduct statutory safety tests.
- Provide certificate of accessibility to spares/spare suppliers.

#### 1.4 Overall summary of the scope of services

The service provider shall be requested to provide onsite assistance (planned and ad-hoc maintenance) for all the Bank's standby generators and UPS units.

#	SITE	STANDBY GENERATOR SPECIFICATIONS
1	Tshomarelo House (Head Office) – Gaborone	<ul style="list-style-type: none"><li>• Marelli, 665KVA genset</li></ul>
2	Warehouse – Gaborone	<ul style="list-style-type: none"><li>• FAW, 25KVA genset</li><li>• Smartgen controller</li></ul>
3	Rail park Branch	<ul style="list-style-type: none"><li>• FAW, 25KVA genset</li><li>• Smartgen controller</li></ul>
4	Kanye Branch	<ul style="list-style-type: none"><li>• FAW, 25KVA genset</li><li>• Smartgen controller</li></ul>
5	Molepolole Branch	<ul style="list-style-type: none"><li>• Perkins Lovol 30KVA genset</li></ul>
6	Hukuntsi Branch	<ul style="list-style-type: none"><li>• Perkins Lovol, 60KVA genset</li><li>• Smartgen controller</li></ul>
7	Mahalapye Branch	<ul style="list-style-type: none"><li>• FAW, 25KVA genset</li><li>• Smartgen controller</li></ul>
8	Palapye Branch	<ul style="list-style-type: none"><li>• Perkins Lovol, 60KVA genset</li><li>• Smartgen controller</li></ul>
9	Serowe Branch	<ul style="list-style-type: none"><li>• FAW, 25KVA genset</li><li>• Smartgen controller</li></ul>
10	Maun Branch	<ul style="list-style-type: none"><li>• Cummins, 38KVA genset</li><li>• Smartgen controller</li></ul>
11	Gumare Branch	<ul style="list-style-type: none"><li>• FAW, 25KVA genset</li><li>• Smartgen controller</li></ul>

END OF DOCUMENT