

BOTSWANA SAVINGS BANK



STRATEGY & INNOVATION DEPARTMENT

PROVISION OF CONSULTANCY SERVICES FOR THE REVIEW AND DEVELOPMENT OF A
3 YEARS (2026-2029) STRATEGY FOR BOTSWANA SAVINGS BANK

REFERENCE NO: BSB/PU/STC/008-2025/26

Date: May 2025

NAME AND ADDRESS DETAILS OF PROCURING DEPARTMENT AND ITS AGENT PREPARING THE DOCUMENTS	
PROCURING DEPARTMENT	AGENT
Strategy and Customer Excellence 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

Botswana Savings Bank

TENDER

PROVISION OF CONSULTANCY SERVICES FOR THE REVIEW AND DEVELOPMENT
OF A 3 YEARS (2026-2029) STRATEGY FOR BOTSWANA SAVINGS BANK
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/PU/STC/008-2025/26 TENDERING PROCEDURES	TENDER NOTICE AND INVITATION TO TENDER
TENDER REF NO: BSB/PU/STC/008-2025/26		
PROVISION OF CONSULTANCY SERVICES FOR THE REVIEW AND DEVELOPMENT OF A 3 YEARS (2026-2029) STRATEGY FOR BOTSWANA SAVINGS BANK		
Tender offers are invited from 100% citizen owned companies for provision of consultancy services for the review and development of a three (3) years (2026-2029) strategy for Botswana Savings Bank.		
The procuring entity is Strategy and Customer Excellence, Botswana Savings Bank.		
Bidding method: Open Domestic Bidding Method		
Bidders who are to be considered for award of the contract should be appropriately licensed to trade and or supply the services tendered for, and in possession of requisite documentation to trade and or supply such services according to the laws of Botswana and must be 100% citizen owned entities.		
Bidding companies should be in possession of Code: 317- Other Consultancy Services Sub code :01- Management Consultancy Services . The codes are to be verified online.		
All applicable citizen economic empowerment schemes such as Local Procurement Scheme (LPS), Citizen Economic Empowerment Programme (CEEP) and Economic Diversification Drive (EDD) shall be considered for evaluation and awarding purposes.		
This tender is reserved for Citizen Contractors in line with Section 76 of the Public Procurement Act of 2021, Act No.24 of 2021.		
Tenderers to purchase all their products from 100% Citizen locally based manufacturers and service providers, provided that the goods and services are locally available, competitively priced and meet tender specifications in terms of quality standard as certified or recognized by Botswana Bureau of Standards (BOBS) or other recognized certifying bodies.		
Documents shall be accessed from the below link: https://www.bsb.bw/tenders/ with effect from 28 May 2025 . Tender documents shall be available in soft copies only. Bidders shall share to the email addresses below the proof of payment upon payment of the tender fee to procurementunit@bsb.bw and attach a copy to the bid.		
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) Acc Name: Other Income Acc No: 1415-1-03-35-24-00-0000 Reference no: Bidder's Company Name		
A Two-Envelope procedure will be followed. This is where the technical proposal is prepared separately from the Financial Proposal. No financial information should be contained in the technical proposal or		

the technical proposal envelope. The Technical proposal should be marked with the word, "TECHNICAL" and the financial proposal marked with the word, "FINANCIAL" Original documents should be marked with the word "ORIGINAL" and all copies marked with the word "COPY". The original technical proposal and all its copies should be placed in one envelope. The original financial proposal and all its copies is also placed in another separate envelope. The two envelopes are then sealed and placed in a bigger outer envelope also sealed. The tender Number, tender title and Name of bidder should appear on the proposals and the envelopes.

Parts of each tender offer communicated on paper shall be submitted as **one (1)** original marked original, plus **two (2)** copies.

Queries or clarifications relating to the issuance of these documents may be addressed in writing no later than 5 days before the tender closing date to procurementunit@bsb.bw, Tel +267 3670162/3/0148, copied to tmothoeng@bsb.bw and mjohnson@bsb.bw. No queries shall be allowed thereafter.

The tender Evaluation will follow Quality and Cost Based Selection-Services method.

The closing time for receipt of tender documents is **10:00am on 06 June 2025**.

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 4th Floor Tender Box, Kagiso Mall, P O Box 1150, Gaborone Botswana.

Tender opening shall be available both online and physical. A link shall be provided during the bid closing date to all bidders registered.

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**

PROVISION OF CONSULTANCY SERVICES FOR THE REVIEW AND DEVELOPMENT OF A
THREE (3) YEARS (2026-2029) STRATEGY FOR BOTSWANA SAVINGS BANK.

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	<p>The tender documents issued by Botswana Savings Bank comprise:</p> <p>TENDER SECTION</p> <p>Tendering Procedures</p> <p>SECTION 1: TENDER SECTION</p> <p>T1.1 Tender Notice & Invitation to Tender</p> <p>T1.2 Tender Data</p> <p>T2.1 List of returnable documents</p> <p>T2.2 Tender Schedules</p> <p>CONTRACT SECTION</p> <p>SECTION 2: PART 1-AGREEMENTS & CONTRACT DATA</p> <p>C1 Part 1 Agreements & Contract Data</p> <p>C1.1 Form of Offer & Acceptance</p> <p>T2.2 Authority of signatory</p> <p>C1.2 Contract Data</p> <p>SECTION 3: PART 2-PRICING DATA</p> <p>C2.1 Pricing Instructions</p> <p>C2.2 (a) Terms of reference</p> <p>SECTION 4: PART 3-SCOPE OF WORK</p> <p>C3 Scope of Work: Services contract</p>
1.4	<p>The Procuring Entity's agent is:</p> <p>Procurement Unit Botswana Savings Bank Headquarters P.O.Box 1150 Gaborone Botswana</p>
1.5	<p>ELIGIBILITY CRITERIA</p> <p>The following are the eligibility criteria for tenderers:</p> <ol style="list-style-type: none"> 1) 100% citizen-owned entities. 2) Proof of purchase of tender/ Payment.
2.1	<p>Stage 1: Compliance</p> <ol style="list-style-type: none"> a. Submission of fully completed Certificate of Authority of Signatory. b. Submission of fully completed list of Directors and shareholder's information. c. Submission of fully completed Declaration Form for Tender Purposes. d. Submission of a copy of a valid tax Clearance Certificate. The certificate will be verified online.

	<p>e. Submission of copy of PPRA Registration, Code: 317 – Other Consultancy Services, Sub Code 01- management Consultancy Services- shall be verified online</p> <p>f. Fully completed Form of Offer and Acceptance. All Bidders shall submit the completed and signed Form of Offer and Acceptance (C1.1) This shall be submitted with the Financial Proposal, since no financial information should be contained in the Technical Proposal, otherwise it shall lead to a disqualification.</p> <p>Bidders who fail to submit the above documents <i>(In line with PPRA Circulars a & 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>NB: 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>Parts of each tender offer communicated on paper shall be submitted as one (1) original, plus three (2) copies. All documents must comply to a Two-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 Tender Reference No BSB/PU/STC/008-2025/26 Tender Title; PROVISION OF CONSULTANCY SERVICES FOR THE REVIEW AND DEVELOPMENT OF A THREE (3) YEARS (2026-2029) STRATEGY FOR BOTSWANA SAVINGS BANK. Name and address of the bidder on the reverse side of the envelope</p> <p>Location of tender box is:</p> <p>Botswana Savings Bank Headquarters, Tshomarelo House, Floor 4 Plot 5379, Kagiso Mall Gaborone</p> <p>Identification details:</p> <p>"A SERVICES CONTRACT FOR THE PROVISION OF CONSULTANCY SERVICES FOR THE REVIEW AND DEVELOPMENT OF A THREE (3) YEARS (2026-2029) STRATEGY FOR BOTSWANA SAVINGS BANK"</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 1000am on 06 June 2025.</p> <p>The physical address for tender submission is: Botswana Savings Bank (BSB) Plot 53796, Tshomarelo House 4th Floor Tender Box, Kagiso Mall, P Box 1150, Gaborone Botswana.</p>
2.5	<p>Telephonic, telegraphic, telex, facsimile or emailed tender offers will not be accepted. Any bid submitted after the closing time shall be declared late, rejected and returned unopened to the bidder.</p>
2.6	<p>The tender validity period is four months (120 days) after tender closing date. A bid valid for a shorter period shall be rejected by the Procuring Department as non-responsive.</p> <p>Prior to expiration of the validity period, the procuring department may request bidders to consider extending the validity period stated in the tender data, in writing, for an agreed additional period.</p>
2.7	<p>The time and location for opening of the tender offers is 1015am on 11 June 2025. Opening shall also be available through Microsoft teams. A link shall be provided for online access to those who have registered/submitted their bids during bid closing day.</p> <p>Location: Botswana Savings Bank (BSB) Plot 53796, Tshomarelo House 4th floor Boardroom, Kagiso Mall, P O Box 1150, Gaborone Botswana.</p>
3.0	<p>FORMAT OF RESPONSE</p> <p>All bidders shall prepare their tender submissions in a manner and format described below.</p> <ol style="list-style-type: none"> 1. The document should be a cover letter stating the following: delivery terms, expiry/warranty, price validity, currency used, postal address, physical address and telephone numbers. Any other related information should be provided. <p>The completed document should be submitted in one (1) Original Copies (Marked original) and two (2) copies (marked copy) to Botswana Savings Bank (BSB) Plot 53796, Tshomarelo House, Kagiso Mall, P Box 1150, Gaborone, Botswana</p> <p>All bids must be securely bound. The procuring entity will not be held liable for misplaced pages due to insecure binding of bids.</p>
4.0	<p>EVALUATION PROCESS</p>
4.1	<p>TENDER EVALUATION CRITERIA</p> <p>The procedure for evaluation of responsive tender offers is a three (3) stage method evaluating Quality and Cost Selection Method.</p> <p>STAGE 1: <u>Preliminary Examination for Compliance</u></p>

	<div><div><div>a. Fully completed Certificate of Authority of Signatory.</div><div>b. Fully completed Form of Offer and Acceptance.</div><div>c. Fully completed Declaration form for Tender Purposes.</div></div><div><div>d. Submission of a copy of Tax clearance certificate issued by the Botswana Unified Revenue Service. To be verified online</div><div>e. Fully completed list of Directors and shareholder's information.</div><div>f. Submission of a copy of PPRA Registration, Code: 317 – Other Consultancy Services, Sub Code 01- management Consultancy Services</div></div></div> <div>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</div>																																
4.2	<div><div>STAGE 2: <u>Technical Evaluation</u></div><div>A technical evaluation of the bidders will be carried out to determine the technical compliance with the specifications or the scope of supplies in the bid document, and any bidder who does not comply with the specifications will be disqualified. Only bids that have passed stage 1 shall undergo technical evaluation.</div><div>The matrix below will be used for evaluation of the following.</div><table><tr><th></th><th>CRITERION</th><th>SCORES ALLOCATION</th><th>MAXIMUM SCORE %</th></tr><tr><td>1</td><td colspan="2">Specific experience of the consulting company's relevance to the assignment</td><td>15</td></tr><tr><td>1.1</td><td>The bidding company must have at least five (5) years' experience in strategic planning- Development, implementation and review of strategies</td><td><div><div>• 5 references and above (10 marks)</div><div>• 3 - 4 references (7 marks)</div><div>• 1-2 references (4 marks)</div></div></td><td>10</td></tr><tr><td>1.2</td><td>Experience in finance and banking industry, specifically developing business strategies</td><td><div><div>• 3 references and above (5 marks)</div><div>• 2 references (3 marks)</div><div>• 1 reference (2 marks)</div></div></td><td>5</td></tr><tr><td>2</td><td colspan="2">Adequacy of Proposed Methodology and Work Plan in Response to the Terms of Reference/Scope</td><td>30</td></tr><tr><td>2.1</td><td colspan="2">Methodology (Understanding of the Objectives and the Approach)</td><td>15</td></tr><tr><td></td><td>Demonstrate understanding of the objectives of the assignment</td><td></td><td>2</td></tr><tr><td></td><td>Approach to the services to be offered</td><td></td><td>3</td></tr></table></div>		CRITERION	SCORES ALLOCATION	MAXIMUM SCORE %	1	Specific experience of the consulting company's relevance to the assignment		15	1.1	The bidding company must have at least five (5) years' experience in strategic planning- Development, implementation and review of strategies	<div><div>• 5 references and above (10 marks)</div><div>• 3 - 4 references (7 marks)</div><div>• 1-2 references (4 marks)</div></div>	10	1.2	Experience in finance and banking industry, specifically developing business strategies	<div><div>• 3 references and above (5 marks)</div><div>• 2 references (3 marks)</div><div>• 1 reference (2 marks)</div></div>	5	2	Adequacy of Proposed Methodology and Work Plan in Response to the Terms of Reference/Scope		30	2.1	Methodology (Understanding of the Objectives and the Approach)		15		Demonstrate understanding of the objectives of the assignment		2		Approach to the services to be offered		3
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		Methodology for carrying out the activities to obtain the expected output		10
	2.2	Workplan (Proposed duration of main activities, interrelation of activities and milestones)		10
		Proposal of the main activities of the assignment		3
		Content and duration		3
		Phasing and interrelation of activities		2
		Milestones including interim approvals by the client		2
	2.3	Quality Assurance Approach and Plan		10
		Proposed quality assurance approach		3
		Methodology of delivery of output to the expected quality		7
	3	Skills and Relevant Experience of Key Members of the Consulting Company (Submit CVs, Consent letters and academic certificates) Key personnel must be indicated in the key personnel document without fail.		45
	3.1	Lead Consultant/Team Leader		25
		A minimum of a bachelor's degree in strategic management/business administration or any related field	<ul style="list-style-type: none"> Bachelor's degree in strategic management or business administration, or related (5 marks) Bachelor's Degree in other less related fields (3 marks) 	5
		Recognised professional certification in Strategy Development and or balanced Scorecard	<ul style="list-style-type: none"> Certified Strategy Development and or balanced Scorecard Practitioner (8 marks) Certified Strategy Development and or balanced Scorecard less than practitioner (5 marks) 	8

	Lead Consultant/ Team Leader Experience in Financial services and strategic planning	<ul style="list-style-type: none"> •3 or more projects in the finance and banking sector (12 marks) • 2 projects in the finance and banking sector (8marks) •2 or more projects in the non-finance/banking sector (5 marks) • 1 project in the non-finance/banking sector (3 mark) 	12
	NB: Provide at least of two traceable references from previous engagements related to the assignment		
3.2	Team Members expertise Banking Industry Expert		20
	Financial and Accounting	A minimum of a bachelor's degree in finance or accounting and Experience in relevant projects	7
	Banking Industry	A minimum of a bachelor's degree in finance, Accounting, Business, or a similar field of study and qualifications in Banking and Experience in relevant projects	7
	Financial Technology (Fintech)	Bachelor's degree in finance and technology/ data analytics and data science skills/cybersecurity, blockchain, and artificial intelligence, and programming proficiency.	6
4	Citizen Participation on key team members		5
	Participation of team members who are citizens	<ul style="list-style-type: none"> • 100% citizen team members (5) • Less than 100% but more than 50% citizen team members (3) • Less than 50% citizen team members (1) 	5
	TOTAL		100

#All Key personnel designate must be accompanied by consent letters to this project failure which marks will not be awarded.

The evaluation team reserves the right to call for presentations of the proposed solution during evaluation for a more informed decision making.

All the bidders who score **(80%) or more** will proceed to the next stage of the evaluation.

	<p>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> <p>The formula used in calculating the weighted technical marks will be; $T_w = T * W_q$ where; T_w=weighted technical marks</p> <p>T = score for quality before weighting W_q = weight of the technical score = 80%</p> <p>The value of W_q used in the formula for scoring quality/technical offers is 80% where W_q is the weight of the technical score.</p>
4.3	<p>STAGE THREE (3): FINANCIAL EVALUATION NB: Form of Offer and Acceptance must be submitted with the Financial Proposal.</p> <p>Financial evaluations for the most complaint bidders will be done after the technical evaluations.</p> <p>The formula for calculating the weighted financial score shall be :$F_w = F_l / F_c * W_f$ where;</p> <p>F_w = Weighted financial score F_l= lowest priced bid F_c = price of bid under consideration W_f = Weight of financial score = 20%</p> <p>Cost evaluation shall be conducted by reviewing the following:</p> <ul style="list-style-type: none"> (i) Correct arithmetical errors. (ii) Adjust pricing to compensate for deviations and errors. (iii) Apply applicable preference schemes (Economic Diversification Drive (EDD) preference margins shall be applicable in award of this tender for bidders who have attached such certificates. <p>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 for bidders who have attached such certificates</p> <ul style="list-style-type: none"> (v) Perform price comparison in accordance with the pricing sheet (vi) Assess reasonableness of quoted price based on market price and the PPRA publicized Price guide/Catalogue. (vii) Assess completeness of price offers <p>Basis for Award The Bid that has received the highest combined scores in the result of evaluation of its technical and financial proposals shall be recommended for award.</p>

	<table><tr><th>Name of Tenderer</th><th>Technical Points $N_Q = S_t * W_Q$</th><th>Financial Points $N_F = A * W_1$</th><th>Total Tender Evaluation Points $(N_Q + N_F)$</th><th>Ranking of Total Tender Evaluation Points</th></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr></table>	Name of Tenderer	Technical Points $N_Q = S_t * W_Q$	Financial Points $N_F = A * W_1$	Total Tender Evaluation Points $(N_Q + N_F)$	Ranking of Total Tender Evaluation Points																									
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	NB: The successful bidder shall be required to have a BSB Business Account before contracting, where payments shall be disbursed into.																														
5.0	<p>TENDER ACCEPTANCE</p> <p>Notwithstanding anything contained in any of these tender documents, Botswana Savings Bank is not bound to accept the lowest or any tender nor incur any expenses in the preparation thereof.</p> <p><i>Botswana Savings Bank reserves the right not to accept the lowest or any tender.</i></p>																														
6.0	<p>CONTRACT</p> <p>After notification of award, the procuring department will issue formal contract documents to the successful bidder for execution.</p> <p>The successful bidder must within seven (7) days of receipt of the draft contract, comment or make suggestions for amendments, sign and return the documents to the procuring entity.</p>																														
7.0	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.																														

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

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

1 General

Actions

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

Interpretation and definitions

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

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

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

Tender documents

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

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

A) TENDER SECTION

Part A-1 Tendering Procedures

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

B) CONTRACT SECTION

Part B-1 Agreements & Contract Data

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

Part B-2 Pricing Data

- Pricing Instructions
- Price Schedules

Part B-3 Scope of Services

- Terms of reference

Communication & Procuring Entity's agent

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

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

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

1.8 After the cancellation of a tender process or the rejection of all tender offers the Procuring Entity may abandon the proposed procurement and have it performed in another manner.

2 Tenderer's obligations

The tenderer shall comply with the following obligations:

Eligibility

2.1 Submit a tender offer only if the tenderer complies with the eligibility criteria stated in the **Tender Data** and the tenderer is not under any restriction to do business with the Government of Botswana.

Cost of tendering

2.2 Accept that the Procuring Entity will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer.

Check documents

2.3 Check the tender documents on receipt, including pages within them, and notify the Procuring Entity of any discrepancy or omission.

Confidentiality & Copyright of documents

2.4 Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the Procuring Entity only for the purpose of preparing and submitting a tender offer in response to the invitation.

Standardised specifications and other publications

2.5 Obtain, as necessary for submitting a tender offer, copies of the latest versions of standardised specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

Acknowledge addenda

2.6 Acknowledge receipt of addenda to the tender documents, which the Procuring Entity may issue, and if necessary apply for an extension to the closing time stated in *clause 2.26 of the Tender Data*, in order to take the addenda into account.

Site visit and / or clarification meeting

2.7 Attend a site visit and / or clarification meeting at which tenderers may familiarize themselves with the services (and location etc.) and raise questions. Details of the meeting(s) are stated in the **Tender Data**.

Seek clarification

2.8 Request clarification of the tender documents, if necessary, by notifying the Procuring Entity by at least the number of working days stated in the **Tender Data** before the closing date and time stated in *clause 2.26 of the Tender Data*.

Insurance

2.9 Be aware that the extent of insurance to be provided by the Procuring Entity (if any) may not be for the full cover required in terms of the Contract. The tenderer is advised to seek qualified advice regarding insurance.

Pricing the tender offer

2.10 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days prior to the closing time stated in *clause 2.26 of the Tender Data*.

2.11 Show Value Added Tax (VAT) payable by the Procuring Entity separately as an addition to the tendered total of the prices.

2.12 Provide rates and prices that are fixed for the duration of the Contract and not subject to adjustment except as provided for in the Contract.

2.13 State the rates and prices in local currency unless instructed otherwise in the **Tender Data**. The conditions of contract may provide for part payment in other currencies.

Alterations to documents

2.14 Not make any alterations or additions to the tender documents, except to comply with instructions issued by the Procuring Entity, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

Alternative tender offers

2.15 If identified in the **Tender Data**, may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

2.16 Accept that an alternative tender offer may be based only on the criteria stated in the **Tender Data**.

Submitting a tender offer

2.17 Submit a tender offer for providing the whole of the Services identified in the Contract, unless stated otherwise in the **Tender Data**.

2.18 Return all Returnable Documents to the Procuring Entity after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

Information & data to be completed in all respects

2.19 Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the Procuring Entity as non-responsive.

2.20 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the **Tender Data**, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Procuring Entity.

2.21 Sign the original and all copies of the tender offer comprising a separate Technical Offer and a separate Financial Offer. The Procuring Entity will hold all authorised signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as Joint Ventures shall state which of them is the lead partner whom the Procuring Entity shall hold liable for the purpose of the tender offer.

2.22 Seal the original and each copy of the Technical Offer as separate packages marking the packages as "ORIGINAL" and "COPY". Similarly seal the original and each copy of the Financial Offer marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Procuring Entity's address and identification details stated in the **Tender Data**, as well as the tenderer's name and contact address on the reverse side of the envelope

2.23 Unless otherwise stated in *clause 1.1 of the Tender Data*, the Two Envelope Submission Method shall apply. The sealed original and all the sealed copies of the Technical Offer shall be placed inside a sealed envelope clearly marked "Technical Offer". Similarly, the sealed original and all the sealed copies of the Financial Offer shall be placed inside a sealed envelope clearly marked "Financial Offer", and with a warning "DO NOT OPEN WITH THE TECHNICAL OFFER." The sealed envelopes containing the Technical and Financial Offers shall be suitably marked in accordance with *clause 2.22 of the Conditions of Tender*. The documents shall be securely bound.

2.24 Place the sealed envelopes containing the Technical and Financial Offers together in an outer package that states on the outside the Procuring Entity's address and identification details as stated in *clause 2.22 of the Tender Data*.

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

Closing date and time

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

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

Tender offer validity

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

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

Clarification of tender offer after submission

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

Provide other material

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

Submit securities, bonds, policies etc.

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

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

3 The Procuring Entity's undertakings

The Procuring Entity undertakes to:

Respond to clarification

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

Issue Addenda

3.2 If necessary, issue addenda that may amend or amplify the tender documents to each tenderer. If as a result of the addenda, a tenderer applies for an extension to the closing time stated in *clause 2.26 of the Tender Data*, the Procuring Entity may grant such extension and, will then notify all tenderers.

Return late tender offers

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

Technical offer opening

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

3.5 Announce out loud and record minutes at the opening and the name of each tenderer whose tender offer is opened, the number of originals and copies, the total

amount of each tender offer, time for completion (if any) and the presence or absence of any bid security (if required) for the main tender offer only on the PPRA Form 1.

Non-disclosure

3.6 Shall not disclose to tenderers, or to any other persons not officially concerned with the procurement process including the evaluation stage, information relating to the procurement process in general, evaluation of Technical Offers, evaluation of Financial Offers, the ranking of tender offers or recommendations for the award of a contract. Disclosure of information related to the procurement process and tenders can be made available in accordance with the provisions of the Public Procurement 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 Quality - and Cost-Based Selection(QCBS) method for examination and, if eligible, subsequent evaluation of tender offers comprising (a) Stage one- Preliminary Examination of Technical Offers only; (b) Stage Two- Technical Evaluation of responsive Technical Offers only; and (c) Stage Three- Cost Evaluation of only the Financial Offers whose corresponding Technical Offers have secured the minimum qualifying score. Thereafter to determine for each qualified and responsive tender offer it's Comparative Offer.

Quality - and Cost-Based Selection (QCBS)

Stage One - Preliminary Examination of Technical Offers only

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

- (a) Whether a tenderer is eligible, on the basis of having passed or failed the eligibility criteria for the tender identified in the *clause 2.1 of the Tender Data*. Tenderers shall prove eligibility by submitting the documentary evidence stated in clause 3.10 of the **Tender Data**; and

- (b) The completeness in accordance with the Returnable Documents Annexed to the tender document of only the Technical Offer and its responsiveness to the terms of the tender document.

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

Test for responsiveness

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

- 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 Adjust 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 Considering *clauses 3.15, 3.16, 3.17 and 3.18 of the Conditions of Tender* for each responsive and qualified Technical and Financial Offer, determine its Comparative Offer.

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

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

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

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

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

$$E_{co} = P \times (1 - W_p)$$

Where:

E_{co} = Evaluated Comparative Offer

P = the Comparative offer under consideration

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

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

Insurance provided by the Procuring Entity

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

Acceptance of tender

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

Notice to unsuccessful tenderers

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

Prepare contract documents

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

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

Issue final contract

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

Provide copies of the contracts

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

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	DECLARATION FOR TENDER PURPOSES
T2.2 GN	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 /OR Other (Please Specify).....</i>	<i>CAPACITY ENTITY</i>	<i>IN</i>	<i>NATIONALITY</i>	<i>PERCENTAGE OF SHAREHOLDING</i>
1					
2					
3					
4					
5					
6					
7					

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

	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
PUBLIC PROCUREMENT		GH:
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

Botswana
Savings Bank

**CONTRACT PART 1
AGREEMENTS & CONTRACT DATA**

**C1.1 FORM OF OFFER AND
ACCEPTANCE**

Offer

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

**A SERVICES CONTRACT FOR PROVISION OF CONSULTANCY SERVICES FOR THE
REVIEW AND DEVELOPMENT OF A 3 YEARS (2026-2029) STRATEGY FOR BOTSWANA
SAVINGS BANK**

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

By attaching the signature of a duly authorised representative to this part of this Form of Offer and Acceptance, the tenderer offers to perform all of the obligations and liabilities of the 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 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 stature enactment or regulation having the force of law and applicable to the traders concerned and binding on or effecting the contract and which could not have been foreseen at the date of tender.
- 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.

<p><u>NB:</u> Failure to comply to any of the following Pricing instructions shall render the bid non-compliant and therefore a disqualification.</p>	
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BOTSWANA SAVINGS BANK	CONTRACT PART 3 SCOPE OF WORK	SCOPE OF WORK: WORKS CONTRACT
PUBLIC PROCUREMENT REGULATORY AUTHORITY		

Part 3: SCOPE OF WORK

1. Project Information

1.1 Background

- 1.1.1 Botswana Savings Bank (BSB) is an institution wholly owned by the Government of Botswana with a specific mandate of mobilizing the nation to save as well as providing inclusive financial services.
- 1.1.2 Its headquarters are based in Gaborone at Broadhurst Mall; Tshomarelo House with branches in Gaborone, Francistown, Palapye, Maun, Gumare, Mahalapye, Serowe, Molepolole, Kanye and Hukuntsi.
- 1.1.3 Botswana Savings bank reached the end of its 3-year strategy in March 2025 and on a gap year that will end in March 2026. Considering the ever-changing banking and financial industry in general, the bank has decided to review its business model and corporate strategy.
- 1.1.4 The bank is looking for a clear fact-based analysis of the financial industry in Botswana with engagement of all stakeholders, being the Regulatory, Ministry, Board, management, staff and customer, with the outcome being a clear set of strategic recommendations and a future roadmap for the Bank for increased and sustained performance now and for the future.
- 1.1.5 Botswana Savings Bank is currently in the process of procuring the services of a reputable and experienced service providers to guide and assist in the development of the new business model and corporate strategy in line with provided scope of work.

1.2 Scope of Work

- 1.2.1 The consultant must guide and assist in the development of the new corporate strategy in line with the following:
 - 1.2.1.1 **Review current BSB Business Model and Corporate Strategy with focus on the following.**
 - 1.2.1.1.a Mission, Vision to reflect BSB's mandate

- 1.2.1.1.b KPI's and strategic initiatives based on the current strategy and business model
- 1.2.1.1.c Determine whether the current strategic initiatives achieved the desired outputs and long-term impact.
- 1.2.1.1.d Examine key enabling and constraining operational factors that impacted the BSB strategy implementation, including key lessons learnt, and make recommendations on how they can be addressed.
- 1.2.1.1.e Conduct Industry/Market Research,
- 1.2.1.1.f Engage stakeholders (Government/ Parent Ministry, Board, Management, Staff and Customers) to reflect the bank's current reality.
- 1.2.1.1.g Situational Analysis (e.g. PESTLE, Porters 5 Forces, McKinsey 7-s Model)
- 1.2.1.2 Develop New 3-year Strategy and Business Model**
 - 1.2.1.2.a Develop Mission, Vision and Values
 - 1.2.1.2.b Develop relevant Strategy and Business Model
 - 1.2.1.2.c Develop strategy map, balanced scorecard with relevant KPI's and strategic initiatives
 - 1.2.1.2.d Present draft and finalise the strategic plan and business model

1.3 Duration

- 1.3.1 The project is expected to last for a maximum period of 10 weeks according to below breakdown:

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

1.4 Objectives

- 1.4.1 To ensure participation of all stakeholders in the strategy development process
- 1.4.2 To review and close-off the current strategy
- 1.4.3 To use facts-based market research and current strategy review report to inform the new strategy
- 1.4.4 To provide guidance and expertise to BSB Board and Management through the strategy development exercise
- 1.4.5 To assist in setting the direction of the business, recommend a winning model and fostering a proactive business
- 1.4.6 To ensure strategic alignment with business operations and organisational structure
- 1.4.7 To develop a comprehensive corporate scorecard for the bank
- 1.4.8 To develop and get approval of the strategy document.
- 1.4.9 To workshop Senior Management Team (SMT), Executive Committee (EXCO), and Board on the new strategy

2. Project deliverables

- 1.1.1 Inception report
- 1.1.2 Current reality analysis report
- 1.1.3 Strategy Facilitation Workshop
- 1.1.4 Final Business Model and Strategic Plan Document
- 1.1.5 Packaged strategy presentation slides for cascading
- 1.1.6 Approved strategy workshops (SMT, EXCO and Board)

Integrity Agreement

Declaration on Ethical Conduct, Fraud and Corruption (applicable to the Bidders)

1. Pursuant to Section 56 (2) and (3) of the Act a bidder shall complete and submit this form with a bid.

2. We the undersigned confirm the following in the preparation of our bid:

a. neither we, nor any of our employees, associates, agents, shareholders, consultants, partners, beneficial owners or associates have any relationship that could be regarded as a conflict of interest as set out in the bidding documents.

b. should we become aware of the potential for such a conflict, we will report it immediately to the procuring entity

c. that neither we, nor any of our employees, associates, agents, shareholders, partners, beneficial owners, consultants or associates have entered into corrupt, fraudulent, coercive or collusive practices in respect of our bid or proposal; and

d. that no payments in connection with this procurement exercise have been made by us or our associates, agents, shareholders, partners, beneficial owners or associates to any of the staff, associates, consultants, employees or immediate family members of such who are involved with the procurement process on behalf of the Procuring Entity, Client or Employer.

3. We understand our obligation to allow the Government including the procuring entity and Authority to inspect all records relating to the preparation of our bid and any contract that may result from such, irrespective of whether we are awarded a tender or not.

4. In case of a successful bid, should we be found to be in breach of the integrity agreement, the procuring entity has the right to cancel the procurement including termination of any resulting contract at no cost or legal obligation on her part.

Authorised signature: _____

Name and title of signatory: _____

Name of bidder: _____

Date: _____

Address: _____

Phone number: _____

Fax number: _____

Email address: _____