BOTSWANA SAVINGS BANK

ADMINISTRATION DEPARTMENT

BATHROOMS REVAMP FOR BOTSWANA SAVINGS BANK (BSB) HEAD OFFICE

REFERENCE NO: BSB/HC/016/2025-2026

Date: January 2026

NAME AND ADDRESS DETAILS OF PROCURING DEPARTMENT AND ITS AGENT PREPARING THE DOCUMENTS	
PROCURING DEPARTMENT	**AGENT**
Chief Executive Officer Botswana Savings Bank P O Box 1150 Gaborone Tel: (267) 3912555 Fax: (267) 395 2608	Human Capital Botswana Savings Bank P O Box 1150 Gaborone Tel: (267) 3912555 Fax: (267) 395 2608 E mail: kmokgosi@bsb.bw

TENDER

TENDERING PROCEDURES

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

T1.3 Standardised Conditions of Tender for Works

BOTSWANA SAVINGS BANK	**TENDERING PROCEDURES**	**T1.1 TENDER NOTICE and INVITATION TO TENDER**

TENDERREF NO: BSB/PU/HC/016/2025/2026
TENDER TITLE: **BATHROOMS REVAMP FOR BOTSWANA SAVINGS BANK (BSB) HEAD OFFICE**
The procuring entity is Botswana Savings Bank, Human Capital, Gaborone.
Bidding method: Open Domestic Bidding
Bidders who are to be considered for award of the contract should be appropriately licensed to trade and or supply the services tendered for, and in possession of requisite documentation to trade and or supply such services according to the laws of Botswana and must be 100% citizen owned entities.
1) Bidding companies should be in possession of; Local companies should be registered with the Public Procurement Regulatory Authority in the following categories; Code 01-Building Construction works and Maintenance, Sub code(s) 01 Building Construction; Code 02-Electrical Works, Sub code(s):01 Electrical Installations; Code 211-Genaral Supplies, Sub code 05-Furniture (including school, domestic office furniture)/Code 213-General Manufacturers/ Producers Sub code 06-Furniture -Grade OC
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 **02 February 2026.** Tender documents shall be available on-line only. **Bidders shall share email addresses and proof of payment upon payment of the tender fee to procurementunit@bsb.bw and attach to the bid response.**
A compulsory site visit will be held on the 09 February2026 at 10:00am at Tshomarelo House
A non-refundable fee of **P 500.00** shall be paid by interested bidders before collection of tender documents. Payment shall be made at any of the following Botswana Savings Bank branches and or ATMs: BSB Headquarters (Tshomarelo House), Rail Park, Palapye, Mahalapye, Molepolole, Serowe, Hukuntsi, F/town and Maun; Old Naledi and Kanye ATMs, at the following Account details: **Acc Name**: Other Income **Acc No:** 1415-1-03-35-24-00-0000

Reference no: Bidder's Company Name

Or EFT

1) **Account name:** Botswana Savings Bank
2) **Account number:** 9060005770217
3) **Account:** BWP Current
4) **Bank:** Stanbic Bank
5) **Branch name:** Fairgrounds
6) **Branch/Sort Code:** 064967
   Swift code: SBICBWGX

A One-Envelope procedure will be followed.

Queries relating to the issue of these documents may be addressed to procurementunit@bsb.bw **at Tel +267 3670162/3/0148 Fax No +267 395 2608** at least **(5) days** before tender closing date; copied to kmokgosi@bsb.bw; and kmavika@bsb.bw**.** No queries shall be allowed thereafter.

The tender Evaluation will follow Least Cost Evaluation method,

The closing time for receipt of tender documents is **10:00hrs** on **13th February 2026**

Tender offers received after closing date, telegraphic, faxed or emailed submissions will not be accepted. Late tenders will be rejected and returned unopened to bidders.

Names and addresses of bidders should be reflected on the envelopes.

The physical address for tender submission is:

Botswana Savings Bank (BSB) Plot 53796, Tshomarelo House 4th Floor Tender Box, Kagiso Mall, P O Box 1150, Gaborone Botswana.

Tender opening shall be available strictly online at 1015hrs. A link shall be provided to bidders who will share their emails with Botswana Savings Bank

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

The Botswana Savings Bank's Standardised Conditions of Tender for Works apply to this procurement, for which all the applicable Tender Data is contained in the tender documents.

Notwithstanding anything in the foregoing, the Botswana Savings Bank is not bound to accept the lowest or any tender offer.

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Manager, Procurement

The **conditions of tender** are the Standardised Conditions of Tender as amended by Botswana Savings Bank

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

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

1.1 The Contracting entity/authority is: BOTSWANA SAVINGS BANK
The Procurement Requirements are: *Procurement of Works for* bathrooms *revamp for Botswana Savings Bank (BSB) head office.*

The Procurement Method is: **Open Domestic Bidding**

The Bid Submission Method is: ***One Envelope Submission Method*** *in which a tenderers financial and technical offer is submitted together in one sealed envelope*
The Evaluation Method is: *Least Cost Selection- Works Evaluation Method*

1.**2** **The Procuring entity is:**
Botswana Savings Bank (Human Capital Department)
Plot 57396, Kagiso Mall, P O Box 1150, Gaborone, Botswana
Tel +267 367 0237/0081 Fax+267 395 2608 Email: kmavika@bsb.bw / kmokgosi@bsb.bw

2.1 The **eligibility criteria** for tenderers are:

2) Local companies should be registered with the Public Procurement Regulatory Authority in the following categories; Code 01-Building Construction works and Maintenance, Sub code(s) 01 Building Construction; Code 02-Electrical Works, Sub code(s):01 Electrical Installations; Code 211-Genaral Supplies, Sub code 05-Furniture (including school, domestic office furniture)/Code 213-General Manufacturers/ Producers Sub code 06-Furniture
3) A copy of a Valid Tax clearance certificate issued by BURS or exemption thereof issued by BURS. Such Certificate's validity is subject to online verification.
4) Compulsory site visit and clarification meeting attendance which shall be checked on Site Visit Register

2.2 Clarification of the tender documents must be received by the Botswana Savings Bank at least 7 working days before the closing date and time stated in clause 2.26 of the Tender Data.

2.3 The prices and rates are to be stated in Botswana Pula (BWP) ONLY

2.4 Parts of each tender offer communicated on paper shall be submitted as an original, plus Two (2) duplicate Copies.

2.5 The Procuring entity's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Botswana Savings Bank – *Human Capital*
Tender Reference No. BSB/HC/016/2025-2026
Procurement of Works for The Alterations, Space Re-configuration and Refurbishment of Office Space and Branch for BSB

The name and address of the bidder should be clearly marked on the reverse side of the envelope.

3.00 The closing time for submission of tender offers is:
1000hrs on 13th February 2026

4.00 Telephonic, facsimile or emailed tender offers will **not** be accepted.

5.00 The tender validity period should be **180 calendar days counted from the closing date of this tender**

6.00 The time and location for opening of the tender offers is:

I*mmediately after tender closing time (1010hrs)* on 13th **February 2026**

Location: Botswana Savings Bank, Plot 57396, Tshomarelo House, Kagiso Mall 4th floor boardroom

7.00 The Evaluation Method is: *Least Cost Selection- Works Evaluation Method*

Evaluation shall be carried out in three sequential stages as below.

Stage One – Compliance

1) Local companies should be registered with the Public Procurement Regulatory Authority in the following categories; PPRA registration is subject to online registration verification.
   Code 01-Building Construction works and Maintenance, Sub code(s) 01 Building Construction; Code 02-Electrical Works, Sub code(s):01 Electrical Installations; Code 211-Genaral Supplies, Sub code 05-Furniture (including school, domestic office furniture)/Code 213-General Manufacturers/ Producers Sub code 06-Furniture
2) A copy of a Valid Tax clearance certificate issued by BURS or exemption thereof issued by BURS. Such Certificate's validity is subject to online verification.

Compulsory site visit and clarification meeting attendance which shall be checked on Site Visit Register

(3) Copy of a Valid Tax Clearance Certificate or exemption thereof both certified and issued by BURS. Such Certificate is subject to online registration verification.
(4) Declaration Form for Tendering Purposes (T2.2 GM)
(5) Completed and signed form of Offer and Acceptance (T2.2GA)
(6) Duly completed Certificate of Authority of Signatory
(7) Proof of attendance of compulsory pre-tender site meeting/site visit (shall be checked from the attendance register).

Bidders who fail to submit the above-mentioned (1) – (7) excluding (5) documents will be requested during the evaluation to submit them within 2-5 days of notification. Bidders will be notified through a telephone call, SMS, or email as an alert. The alert will be followed by fax or letter. Non-responsiveness by the bidder shall result in disqualification of bid.

NB All Bidders shall submit the completed and signed form of Offer and Acceptance (T2.2GA) in the first instance without fail. Otherwise, the bid shall be disqualified.
Note: Only tenders that comply with all the above requirements will be proceeding to Stage Two (2).

8.00

Stage Two – Technical Evaluation

(a) The technical evaluation criteria is as per below and it shall be considered for evaluation purposes.

1. Availability of key personnel

Key Position	**Minimum Qualification Requirements**	**Professional Registration / Certification**	**Minimum Experience**	**Relevant Project Experience (Last 5 Years)**	**Availability for Project**	**Compliant (✓/✕))**
Project Manager	B.Eng / BSc in Architecture or Interior Design or related	Registered with relevant Professional	Minimum 5 years	Served as Project Manager on at	Evidence of dedicated availability	

	Construction/Engineering field	Body; Project Management Certification (PMP / PRINCE2)	relevant experience	least **2 similar projects** of comparable nature and magnitude	for this project (CV & commitment letter)	
Designer	Minimum Diploma in Architecture, Interior Design, or Building / Civil / Construction	Registration with relevant Professional Body (where applicable)	Minimum 5 years relevant experience	Served at least as **Site Agent on 2 similar projects** of comparable nature and magnitude	Evidence of dedicated availability for this project (CV & commitment letter)	
Quantity Surveyor / Estimator	Minimum Diploma in Quantity Surveying or related field	Registered with relevant Professional Body	Minimum 5 years relevant experience	Served as Quantity Surveyor on at least **2 similar projects** of comparable nature and magnitude	Evidence of dedicated availability for this project (CV & commitment let	

Attach relevant academic qualification copies, certified by commissioner of oaths. Where applicable and in accordance with provisions of the Engineers Registration Board (ERB) and/or Architects' Registration Council (ARC),. Proof of registration certified should be attached. Consent letters bearing reference number for this project must be attached for all key personnel.

2. Programme and Method Statement (Mandatory)

Ref	Requirement	Compliance Evidence Required	Pass (✓)	Fail (✗)	Remarks
B1	Detailed work plan submitted	Work programme document			
B2	Timelines clearly showing major activities	Gantt / bar chart			
B3	Activities include content, duration and phasing	Programme narrative			
B4	Logical sequencing and interrelation of activities	Programme logic / dependencies			
B5	Clearly defined milestones and delivery dates	Milestone schedule			
B6	Programme consistent with proposed methodology	Programme & Method Statement			
B7	Programme demonstrates clear understanding of scope of works	Programme narrative			

No.	Requirement (As Stated)	Compliance (✓/✕)
1	Company Experience in similar projects	
2	Traceable References from previous works will be expected (2 Referees)	
3	2 years and above	

3. Project-Specific Approach and Methodology (Mandatory)

Ref	Requirement	Compliance Evidence Required	Pass (✓)	Fail (✗)	Remarks
C1	Clear explanation of project-specific approach to the works	Methodology section			
C2	Detailed methodology for executing activities and achieving outputs	Method Statement			
C3	Demonstrates understanding of project objectives and deliverables	Technical proposal			
C4	Identification of anticipated technical / operational challenges	Risk assessment			
C5	Proposed technical solutions to address identified challenges	Mitigation measures			
C6	Compatibility of proposed methodology with project scope and programme	Methodology alignment			
C7	Project-specific Quality Assurance / Quality Control process	QA/QC plan			
C8	Clear application of QA/QC processes to achieve expected quality outputs	QA implementation approach			

4. Company Experience in Similar Projects

5. Submission of Detailed Proposal

No.	Requirement (As Stated)	Compliance (✓/✕)
1	Submit a detailed proposal of the layout of the project (with x2, 3D visuals)	

Bidders <u>MUST</u> submit duly completed current contracts commitment form.

All the bidders who have met all the above criteria will proceed to the final stage (commercial) of evaluation

9.00 Cost Evaluation Stage:
The Least-Cost Selection-Services evaluation method will be used to compare financial offers from bidders.

Preliminary examination of bidder's submissions to ascertain whether:

a.) A bidder has qualified based on having passed the selection.
b.) Responsiveness of the bid to the requirements of a bidding document.

Cost evaluation shall be conducted by reviewing the following:

(i) Correct arithmetical errors.
(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.

10.00 Basis for Award

Recommend the least cost Evaluated Comparative Offer or the award of the contract unless there are compelling and justifiable reasons not to do so. *[**such reasons will include assessed past performance, current workload and litigation history]***

10.01 The award shall be made either in full

11.00 The number of paper copies of the signed contract to be provided by the Botswana Savings Bank or the Principal Agent is 3

Bidders are required to indicate information in their bids which they consider confidential and whose disclosure shall be prejudicial to their interest. Failure to identify the information referred to will render such information subject to declassification after two years following the award of tender. NOTE: This is not a disqualifying factor and shall not be used for evaluation.

Contents:

1 General

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 These 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 Agreement & Contract

- Form of Offer & Acceptance,
- Memorandum of agreement, except when a Purpose Written Contract is issued
- Forms of Securities, 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

Part B-3 Scope of Work

- Special Preliminaries for Operation/Execution of the Work
- Bills of Quantities

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 There will be a ***compulsory*** **site visit on 9th October 2019,** however bidders are encouraged to contact representatives of Botswana Savings Bank to familiarise themselves with project and raise necessary questions in relation to the proposed. BSB will not entertain any additional cost as a result of lack of knowledge regarding the proposed.

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 Works 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 where indicated. 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 tender offer as separate packages 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 One Envelope Submission Method shall apply. Each tender offer shall contain the tenderers financial and technical offer submitted together in once sealed envelope and suitably marked in accordance with *clause 2.22 of the Conditions of Tender*. The documents shall be securely bound.

2.24 Seal the original tender offer and copy packages 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 documents are not securely bound, the 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 request shall be for verification purposes only and will not be considered for evaluation purposes, which is restricted to submitted proposal. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the date and 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 it to 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 a certification of the date and time on which the tender offer was so received.

Tender offer opening

3.4 Open valid tender offers in the presence of tenderers' agents and members of the public who choose to attend at the time and place stated in the **Tender Data**. Tender offers for which acceptable reasons withdrawal have been submitted will not be opened.

3.5 Announce out loud and <u>record minutes</u> 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 BSB Form 1.

Non-disclosure

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

Grounds for rejection & disqualification

3.7 Determine whether there has been any effort by a tenderer to influence the processing of tender offers if it is reasonably established that the tenderer offered an inducement to or colluded with any person or another 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 tender offer.

Examination and Evaluation of Tender Offers

3.9 Use the Least Cost Selection- Works evaluation method for examination and, if eligible, subsequent evaluation of tender offers comprising (a) Stage one- Preliminary Examination; (b) Stage Two- Technical Evaluation; and (c) Stage Three- Cost Evaluation. Thereafter to determine for each responsive tender offer it's Comparative Offer.

Least Cost Selection- Works Evaluation Method

Stage One - Preliminary Examination

3.10 Conduct preliminary examination of tender 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 a tender and its responsiveness to the terms of the tender document.

A tenderer that fails to meet the eligibility criteria and / or whose tender 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 tender as one that conforms to all the terms, conditions, and specifications of the tender documents identified in *clause 3.10 of the Conditions of Tender* without material deviation or qualification. A material deviation or qualification is one which, in the Procuring Entity*'s* opinion, would:

• Detrimentally affect the scope, quality, or performance of the Works 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 tender offers

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

Stage Two- Technical Evaluation

3.13 Only for tender offers that in accordance with *clause 3.10 of the Conditions of Tender* have been determined to (a) have been submitted by eligible tenderers; and (b) be complete and responsive tender offers, conduct a technical evaluation to determine technical compliance with the specifications listed in the tender document. Technically non-compliant tender offers shall be eliminated from further evaluation. The technical evaluation criteria are stated in the **Tender Data**.

Stage Three- Cost Evaluation

3.14 Only for tender offers that in accordance with *clause 3.13 of the Conditions of Tender* have been determined to be technically compliant, conduct a cost evaluation to:

(i) Perform price comparison in accordance with the pricing sheet, if any;

(ii) Correct arithmetical errors;
(iii) Where applicable, convert tender offer amounts to a common currency; and
(iv) Adjust pricing to compensate for deviations and errors.

Correct Arithmetical errors

3.15 Check responsive tender 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 bill of quantities 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 tender price will be communicated to the tenderer. The tenderer may not change the corrected tender price.

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

Convert tender prices to a common currency

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

Adjustments to the corrected tendered price to compensate for priced deviations, errors and oversights

3.18 Make adjustments to the corrected tender price that, where applicable, has been converted into a common currency. Such adjustments are to take into account (a) minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set forth in the tender documents;(b) errors or oversights that are capable of being corrected without touching on the substance of the tender offer and will not constitute a material deviation as defined by Clause 3.11. Any minor deviations shall be quantified to the extent possible and appropriately taken account of in the evaluation and comparison of tender offers.

Determination of a responsive tender offer's Comparative Offer

3.19 Taking into account *clauses 3.15, 3.16, 3.17 and 3.18 of the Conditions of Tender* for each responsive tender 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 tender offer whose Comparative Offer has been determined in accordance with *clause 3.19 of the Conditions of Tender*, determine (i) its eligibility for the preference(s) claimed and establish the corresponding weight(s) for the Category of preference (Wp); (ii) the Evaluated Comparative Offer (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 (Wp).

(b) For evaluation purposes only, determine the Evaluated Comparative Offer using the formula below:

E_{co}= P x (1-W_p)

Where:

E_{co}= Evaluated Comparative Offer

P = the Comparative offer under consideration

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

(c) Rank Evaluated Comparative Offers from the least cost Evaluated Comparative Offer to the highest cost Evaluated Comparative Offer. Recommend the least cost Evaluated Comparative Offer for the award of the contract at its Comparative Offer amount established in *clause 3.19 of the Conditions of Tender*, unless there are compelling and justifiable reasons not to do so.

(d) Where two or more tender offers have the same Evaluated Comparative Offer (E_{co}), recommend the award of the contract to the tenderer with the highest Weight for the Category of preference (Wp).

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 Department and the successful tenderer, and

• the Schedule of Deviations attached to the Form of Offer and Acceptance.

Issue final contract

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

Provide copies of the contracts

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

RETURNABLE DOCUMENTS	

List of Returnable Documents

The tenderer must complete the following returnable documents:

1 Returnable Documents required for tender evaluation purposes

T2.2 GA	CERTIFICATE FOR AUTHORITY OF SIGNATORY
T2.2 GK T2.2 GL T2.2 GM T2.2GG T2.2 GN	CURRICULUM VITAE OF KEY PERSONNEL EXPERIENCE OF TENDERER (TO BE USED FOR ASSESSMENT OF PAST PERFOMANCE) DECLARATION FORM FOR TENDER PURPOSES PROPOSED SUBCONTRACTORS EDD RETURNABLE FORM
T2.2 WC	PLANT AND EQUIPMENT
T2.2 WD	MANAGEMENT PLAN
T2.2 WE	HEALTH AND SAFETY PLAN
C1.1	FORM OF OFFER AND ACCEPTANCE

2 Other documents required for tender evaluation purposes

- Valid Tax Clearance Certificate or Exemption Thereof Issued By BURS
- PPADB Registration
- Current Contract Commitments Form, Bills of Quantities
- Certificate of Attendance at Compulsory Clarification Meeting – will be checked from site attendance form

3 Returnable Documents that will be incorporated into the contract

T2.2 GG	PROPOSED SUBCONTRACTORS
T2.2 GH	QUALITY PLAN
T2.2 GK T2.2 WC	CURRICULUM VITAE OF KEY PERSONNEL PROPOSE PLANT AND EQUIPMENT
T2.2 WD	MANAGEMENT PLAN
T2.2 WE	HEALTH AND SAFETY 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 BILLS OF QUANTITIES

Botswana Savings Bank	TENDER RETURNABLE DOCUMENTS	TENDER SCHEDULES CERTIFICATE OF AUTHORITY OF SIGNATORY

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

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

A. Certificate for company

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

B. Certificate for partnership

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

NAME	ADDRESS	SIGNATURE	DATE

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

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

C. Certificate for Joint Venture

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

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

Furthermore we attach to this Schedule a copy of the joint venture agreement which incorporates a 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

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:

RETURNABLE DOCUMENTS	TENDER SCHEDULES T2.2 GB: CERTIFICATE OF ATTENDANCE AT COMPULSORY CLARIFICATION MEETING

This is to certify that we

………………………………………………………………………………… (Tenderer)

of ………………………………………………………………………………… (address)

…………………………………………………………………………………

was represented by the person(s) named below at the compulsory meeting held for all tenderers at

(location) on (date), starting at .

We acknowledge that the purpose of the meeting was to acquaint ourselves with the Site of the works and / or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender offer.

Particulars of person(s) attending the meeting:

Name ………………………… Signature …………………………

Capacity …………………………

Name ………………………… Signature …………………………

Capacity …………………………

Attendance of the above persons at the meeting confirmed by the Procuring Entity's representative as follows:

Name ………………………… Signature …………………………

Capacity ………………………… Date & time …………………………

RETURNABLE DOCUMENTS	TENDER SCHEDULES T2.2 GG: PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following Subcontractors for work in this contract. If we are awarded the contract we agree that this notification does not change any contractual obligation for us to submit the names of proposed Subcontractors. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.			
	Name and address of proposed Subcontractor	**Nature and extent of work**	**Previous experience with Subcontractor**
1.			
2.			
3.			
4.			
5.			

Attach additional pages if more space is required.

Signed .... Date ....

Name .... Position ....

Tenderer ....

Botswana Savings Bank	**TENDER RETURNABLE DOCUMENT**	DECLARATION FORM FOR TENDERING PURPOSES

Declaration to establish that Directors, shareholders, partners, members have not participated through any other bid for the same tender.

PART A

I, _____________________________ (full name), in my capacity as .... (state position in Entity)

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

of:
.... *(name of Entity)*

of :
....

.... *(Postal/physical address)*

that, in connection with the enclosed tender,

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

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

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

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

	SHAREHOLDERS NAME	**NATIONALITY**	**PERCENTAGE OF SHAREHOLDING**

1			
2			
3			
4			
5			
6			
7			

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

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

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

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

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

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

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

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

DATED:...

....

Entity

Stamp

PART B

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

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

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

Definition

4. The following definitions shall apply to this declaration:

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

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

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

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

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

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

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

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

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

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

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

iv. ……………………………………………………………………………… ………………………………………………………………………………

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

6. Undertakings

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

7. Sanctions relating to reserved treatment

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

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

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

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

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

____

COMMISSIONER OF OATHS

CAPACITY:

Botswana Savings Bank	TENDER RETURNABLE DOCUMENTS	TENDER SCHEDULES CURRICULUM VITAE OF KE PERSONNEL

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

Name: **Date of Birth:**

Profession: **Nationality:**

Current Position: **Years with the firm:**

Qualification and Experience:

Education:

Professional Membership

Experience Record

Languages:

Certification:

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

____ **Date: ___________**

[Signature]

			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 ....

	RETURNABLE DOCUMENTS	**TENDER SCHEDULE: T 2.2 GH:** **QUALITY PLAN**

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

TENDER RETURNABLE DOCUMENTS	TENDER SCHEDULE: T 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:

	RETURNABLE DOCUMENTS	TENDER SCHEDULE: T 2.2 WE:

		HEALTH AND SAFETY PLAN

Health and safety – Competence and resources	
1.	The procedures we propose to adopt for developing and implementing a Health and Safety Plan are:
2.	Our proposed approach and time allowance to deal with the high risk areas, particularly _ identified in the Scope of Work, are:
3.	We have allowed the following time period from acceptance of this tender offer for the development of a construction phase Health and Safety Plan:

We confirm that the foregoing responses will enable us to comply with the requirements of all health and safety legislation.

Signed	....	Date	....
Name	....	Position	....
Tenderer	....		

	RETURNABLE DOCUMENTS	TENDER SCHEDULE: T 2.2 WC: PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

(a) Details of major relevant equipment immediately available for this contract.

Quantity	**Description, size, capacity, etc.**

Attach additional pages if more space is required.

(b) Details of major relevant equipment that will be hired, or acquired for this contract if my/our tender is acceptable.

Quantity	**Description, size, capacity, etc.**

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

Botswana Savings Bank	CONTRACT PART 1 AGREEMENTS & CONTRACT DATA	FORM OF OFFER AND ACCEPTANCE

Offer

The Procuring Entity, Human Capital has solicited offers to enter into a contract for the procurement of:

BATHROOMS REVAMP FOR BOTSWANA SAVINGS BANK (BSB) HEAD OFFICE

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 Contractor (or the Consultant or the Supplier as the case may be) under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

The total of the amount tendered is _ Pula, (in words); P_ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ (in figures).

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

For the tenderer:

Signature(s) ....

Name(s) ....

Capacity ....

(Insert name and address of organisation)

....

Name & signature of witness .... Date ....

Acceptance

By attaching the signature of a duly authorised representative to this part of this Form of Offer and Acceptance, the Procuring Entity accepts the renderer's Offer. In consideration thereof, the Procuring Department shall pay the Contractor, (or the Consultant or the Supplier as the case may be) the amount due in accordance with the

Conditions of Contract identified in the Contract Data. Acceptance of the renderer'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 Work
Part 4 Site Information, drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

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

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully executed original of this document, including the Schedule of Deviations (if any). Unless the tenderer (now Contractor, Consultant or Supplier) 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

Date

CONTRACT

PART 1: AGREEMENTS AND CONTRACT DATA	
C1.1 General Conditions of Contract	Annexure A
C1.2 Contract Data	
C1.3 Forms of Securities	

Performance security- demand guarantee	
Advance payment guarantee	
C1.4 Forms for Adjudicator's Appointment	
PART 2: PRICING DATA	
C2.1 Pricing Instructions	
C2.2 Bill of Quantities	
Part 3: SCOPE OF WORK	
C3 Scope of work	
PART 4: SITE INFORMATION	
C4 Site Information	

Botswana Savings Bank	**Returnable Documents**	**CONTRACT DATA**

CONTRACT DATA
The Conditions of Contract
The form of contract for the project shall be the General Conditions as well as the terms, conditions and requirements stipulated in this tender document.

The General Conditions of Contract is annexed as Annexure A

Botswana Savings Bank	**CONTRACT PART 1** **AGREEMENTS & CONTRACT DATA**	**FORMS OF SECURITIES:** **ADVANCED PAYMENT GUARANTEE**

Title of the Contract	....
Name and address of Beneficiary (whom the contract defines as the Employer/ Supplier)	....

We have been informed that _ _ _ _ _ _ _ _ _ _ (hereinafter called the "Principal") is your contractor, consultant or supplier under such Contract and wishes to receive an advance payment, for which the Contract requires him to obtain a guarantee.

At the request of the Principal, we (*name of bank / Financial Institutions approved by NBFIRA)* _ _ _ _ _ _ _ _ _ _ hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of 10% of the Advance loan amount (the "guaranteed amount", say: _ _ _ _ _ _ _ _ _) upon receipt by us of your demand in writing and your written statement stating:

(a) that the Principal has failed to repay the advance payment in accordance with the conditions of the Contract, and
(b) the amount which the Principal has failed to repay.

This guarantee shall become effective upon receipt [of the first instalment] of the advance payment by the Principal. Such guaranteed amount shall be reduced by the amounts of the advance payment repaid to you, as evidenced by your notices of amounts due to the Principal issued in terms of the conditions of the Contract. Following receipt (from the Principal) of a copy of each purported notice, we shall promptly notify you of the revised guaranteed amount accordingly.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before (*the date 70 days after the expected expiry of the time for completion of the works, services or supply*) _ _ _ _ _ _ _ _ _ (the "expiry date"), when this guarantee shall expire and shall be returned to us.
We have been informed that the Beneficiary may require the Principal to extend this guarantee if the advance payment has not been repaid by the date 28 days prior to such expiry date. We undertake to pay you such guaranteed amount upon receipt by us, within such period of 28 days, of your demand in writing and your written statement that the advance payment has not been repaid and that this guarantee has not been extended.
This guarantee shall be governed by the laws of Botswana, subject to the jurisdiction of the courts of Botswana and shall be subject to the Uniform Rules for Demand Guarantees, published as number 458 by the International Chamber of Commerce, except as stated above.

Date _ _ _ _ _ _ _ _ _   Signature(s) _

Botswana Savings Bank	**CONTRACT PART 1** **AGREEMENTS & CONTRACT DATA**	**FORMS OF SECURITIES** **PERFORMANCE SECURITY – DEMAND GUARANTEE**

Title of the Contract	....

Name and address of Beneficiary (whom the contract defines as the Employer/ Supplier) ....

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

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

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

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

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

This guarantee shall be governed by the laws of Botswana subject to the jurisdiction of the courts of Botswana and shall be subject to the Uniform Rules for Demand Guarantees, published as number 458 by the International Chamber of Commerce, except as stated above.

Date _ _ _ _ _ _ _ _ _ _ Signature(s) _

Botswana Savings Bank	**PRICING DATA**	**PRICING INSTRUCTIONS**

Tenderers will not be permitted to vary or revise their tender proposals after the tender closing date. Requests for clarifications should be received at least 7 days before the closing date of tender. Where clarification given to one tenderer provides significant information about a tender, this information will be sent to all other potential tenderers.

Tenderers are advised that this is a **FIXED PRICE CONTRACT**. The employer shall not pay for escalations other than statutory increases in labour and materials.
All tenders are therefore to be submitted on a fixed price basis and tender prices will be regarded as firm over the duration of the contract.

The tender price is in Botswana Pula (BWP) and payment will be made in the same.

Prices should be inclusive of all relevant taxes such as withholding tax and VAT in line with relevant Botswana Tax laws.

Tenderers shall be deemed to have satisfied themselves to the correctness and sufficiency of their tenders and that their tendered prices cover the cost of complying with all conditions of the tender and of all maters and things necessary for the due and proper performance and completion of the work described in the Terms of Reference.

All items of measured work are to be priced in detail. All rates and prices shall be reasonable in relation to each other and similar items in the various sections of the Bill of Quantities shall bare analogy.

	Client's / Employer's objectives The purpose of this contract is to revamp bathrooms for Botswana Savings Bank (BSB) head office. In addition to the need to upgrade the building to current building standards, complying with current legislation, the intention is to ensure that The Botswana Savings Bank provides its employees and clientele with a conducive working environment.
2	**Background** Botswana Savings Bank (BSB is a government-owned financial services organization that mobilizes domestic savings by accepting customer deposits, grants loans on commercial terms and offers other financial services as it considers necessary to meet the needs of the people of Botswana. Established in 1992 by act of parliament, the bank offers savings accounts, mortgage loans, automobile loans and other secured loans to its customers. The Bank is a member of the World Savings Banks Institute.
3	**About Botswana Savings Bank** 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. The Bank is operating under the Transition Act of 2011. Its headquarters are based in Gaborone at Broadhurst Mall; Tshomarelo House with branches in Gaborone, Francistown, Mahalapye and Serowe. Botswana Savings Services are accessed through Post Offices across the Country. The Bank is governed by an Independent Board of Directors which reports to the Ministry of Finance and Economic Planning. Botswana Savings Bank is supervised by the Central Bank under the custodian of Ministry of finance and Economic Planning. BSB is also required to carry out its business according to sound commercial principles and in accordance with the Banking Act of 1995.The Bank is a member of the World Savings Bank Institute- an association of Savings Banks represented in over 90 countries worldwide. The Botswana Savings Bank (BSB) was established in 1963. It was originally called the Post Office Savings Bank and was administered within the Department of Posts and Telecommunications Services of South Africa and Bechuanaland. Later in the same year, South Africa handed the Post Office Savings Bank to the Bechuanaland Postal Services Department under the Ministry of Works and Communications. In 1982, the Post Office Savings Bank was transferred to the Ministry of Finance and Development Planning and was upgraded to a full specialised Government Department with the title - the Botswana Savings Bank. In 1992, Parliament passed the Botswana Savings Bank Act, which established the BSB as an independent, national financial institution, wholly owned by Government. The purpose of BSB is to provide avenues for saving by the small saver and to provide financial services for all the people of Botswana under the supervision of the Bank of Botswana. The services of BSB are provided countrywide through special Savings Bank counters at the Postal Services network (there

were 112 Post Offices by the end of 1998). Services provided by the Botswana Savings Bank are savings and loans.

4 Overall Summary of the Scope of Works

4.1 Site Assessment

- Conduct a detailed survey of all bathroom areas included in this project.
- Verify site dimensions, existing conditions, water supply lines, drainage points, ventilation systems, and electrical provisions.
- Review approved 3D to ascertain applicability and practicality
- Identify any structural constraints or required modifications.
- Submit a brief site assessment report prior to commencing work.

4.2 Demolition & Removal

- Removal of existing fixtures including water closets, urinals, wash basins, faucets, mirrors, ceilings, partitions, accessories, and cabinetry.
- Removal of wall tiles, floor tiles, lighting fixtures, and damaged plumbing/electrical lines.
- Proper disposal of debris as per local regulations and environmental guidelines.
- Ensure minimal disturbance to office operations and cleanliness in common areas.

4.3 Civil & Structural Works

- Floor levelling, waterproofing, screed laying, and wall preparation.
- Installation of new wall and floor tiles (specifications to be provided by the client or contractor to propose).
- Installation of new ceiling.
- Reconstruction of masonry partitions.
- Ensure waterproofing test (24-hour pond test) is carried out and signed off.

4.4 Plumbing Works

- Replacement of all plumbing pipes where required (cold/hot water supply, waste lines, vent lines).
- Installation of new sanitary fixtures, including:
    - Water closets (floor-mounted)
    - Urinals
    - Wash basins & counters
    - Mixers
- Installation of new flush valves, concealed cisterns, traps, and accessories.
- Testing all plumbing lines for leakages and proper functionality.

4.5 Electrical & Lighting Works

- Installation of:
    - Energy-efficient LED lighting

- Mirror lights
  - Exhaust fans and ventilation systems
  - Sensor-based lighting (if applicable)
  - Hand dryer/power sockets (as required)

4.6 Carpentry & Fit-Out Works

- Fabrication and installation of vanity counters, mirror frames, and service access panels.
- Supply and installation of durable and moisture-resistant materials.
- Installation of toilet partitions (compact laminate or other approved material).

4.7 Fixtures & Accessories

- Supply and installation of all bathroom accessories, including:
  - Paper towel dispensers
  - Soap dispensers
  - Hand dryers
  - Mirrors
  - Toilet roll holders
  - Grab bars (where accessibility standards require)
  - Dustbins, shelves, hooks, etc**.**

2.8 Painting & Finishing

- Surface preparation and application of mold-resistant, washable paint for non-tiled wall areas.
- Protective coatings on exposed metal and wooden surfaces.
- High-quality finishing to ensure neat workmanship**.**

2.9 Ventilation & Air Quality

- Installation of ventilation ducts, exhaust fans, and air grills.
- Installation of odour-control systems

5 Location of the works

Tshomarelo House, BSB Head Office, Plot 53796, Kagiso Mall, Gaborone.

#	FLOOR	FEMALE BATHROOM	MALE BATHROOMS
1.	Basement (Visitor's bathrooms)	• 1 Water Closet • 1 wash basin • 1 Mixer • Partition walls • Soap Dispenser • Hand Dryer	• 1 Water Closet • 1 Urinal • 1 wash basin • 1 Mixer • Partition walls • Soap Dispenser • Hand Dryer
2.	Ground floor (North Wing – DRTS Service Hall)	• 1 Water Closet • 1 wash basin • 1 Mixer • Partition walls • Floor tile • Soap Dispenser • Hand Dryer	• 1 Water Closet • 1 Urinal • 1 wash basin • 1 Mixer • Partition walls • Floor tile • Soap Dispenser • Hand Dryer •
3.	First Floor	• 3 Water Closets • 2 wash basins and countertop • 2 Mixers • 2x Mirrors • Partition walls • Soap Dispenser • Hand Dryer	• 2 Water Closets • 2 Urinals • 2 wash basins and countertop • 2 Mixers • 2x Mirrors • Partition walls • Floor and wall tile • Soap Dispenser • Hand Dryer
4.	Second Floor	• 3 Water Closets • 2 wash basins and countertop • 2 Mixers • 2x Mirrors • Partition walls • Soap Dispenser • Hand Dryer	• 2 Water Closets • 2 Urinals • 2 wash basins and countertop • 2 Mixers • 2x Mirrors • Partition walls • Floor and wall tile • Soap Dispenser • Hand Dryer
5.	Third Floor	• 3 Water Closets • 2 wash basins and countertop • 2 Mixers • 2x Mirrors • Partition walls • Soap Dispenser • Hand Dryer	• 2 Water Closets • 2 Urinals • 2 wash basins and countertop • 2 Mixers • 2x Mirrors • Partition walls • Floor and wall tile • Soap Dispenser • Hand Dryer

6,	Forth Floor	• 3 Water Closets • 2 wash basins and countertop • 2 Mixers • 2x Mirrors • Partition walls • Soap Dispenser • Hand Dryer	• 2 Water Closets • 2 Urinals • 2 wash basins and countertop • 2 Mixers • 2x Mirrors • Partition walls • Floor and wall tile • Soap Dispenser • Hand Dryer
7.	Fifth Floor	• 3 Water Closets • 2 wash basins and countertop • 2 Mixers • 2x Mirrors • Partition walls • Soap Dispenser • Hand Dryer	• 2 Water Closets • 2 Urinals • 2 wash basins and countertop • 2 Mixers • 2x Mirrors • Partition walls • Floor and wall tile • Soap Dispenser • Hand Dryer
8.	Sixth Floor	• 3 Water Closets • 2 wash basins and countertop • 2 Mixers • 2x Mirrors • Partition walls • Soap Dispenser • Hand Dryer	• 2 Water Closets • 2 Urinals • 2 wash basins and countertop • 2 Mixers • 2x Mirrors • Partition walls • Floor and wall tile • Soap Dispenser • Hand Dryer

Special Preliminaries for Operation/Execution of the Work

1. This refurbishment should not be at the expense of normal banking activities. The contractor(s) should bear this in mind and liaise with the Employer's representatives in drawing up of working programme(s). Selection of sections of the building to work on at a time must be done in consultation with the Employer. Works may be restricted to an agreed number of certain sections of the buildings at a time as the situation may dictate and permission sought from the Employer before proceeding to another. Any additional expenses incurred by the contractors for non-compliance with the above will be borne by the contractor.

2. During the process of execution, the contractor is advised against damage to the existing structures, fittings and fixtures as any damages due to such disregard will be at the contractor's own cost.

3. **Building Works: -** All materials and workmanship included in this Bill of Quantities shall be as described in the Standard Specification of Materials and Workmanship for Building Contracts dated April 1989, as issued by the Ministry of Works, Transport and Communications, Department of Architecture and Building Services, as amplified and amended by the Particular Specification hereinafter. The Contractor is deemed to have read the item descriptions contained in these Bills of Quantities in conjunction with the Standard and Particular Specifications and to have complied fully therewith in his/her rates. No claim will be entertained due to lack of knowledge or the Contractor's failure to have read any of the item description in conjunction with the Standard Specification.

4. **Electrical and Mechanical Works:**- All materials and workmanship included in this Bill of Quantities Shall be as described in the General Specifications (IEE wiring regulations dated April 1975, revised 1977 and latest edition revised 2010), as issued by the Ministry of Works, Transport and Communications, Department of Electrical and Mechanical Services, as amplified and amended by the Particular Specification hereinafter. The Contractor is deemed to have read the item descriptions contained in these Bills of Quantities in conjunction with the Standard and Particular Specifications and to have complied fully therewith in his/her rates. No claim will be entertained due to lack of knowledge or the Contractor's failure to have read any of the item description in conjunction with the Standard Specification.

5. **The term "Allow" where used in this Bill of Quantities shall mean that the cost of the work is at the Contractor's risk.**

6. Water for the works; these will be provided by the client.

7. Temporary Lighting and power; these will be provided by the client.

8. The Contractor's labour will not be housed on the site.

9. All existing fittings/equipment removed are property of the client; those shall be stored in a suitable manner and delivered into safe custody as directed. The Contractor shall not remove from site without written approval from the Employer.

Form F*(reg. 44(2)(e))*

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:_______________________

Annexure A

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

13. 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.

14. 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

15. 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

16. 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

17. 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

18. 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

19. 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

20. 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

21. 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

22. 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.

23. A Retention fee of 5% will be withheld from each interim (running) payment certificate for contractor with a valid Performance security. For Contractors who will be self-funded, a 10% retention fee will be withheld from each interim (running) payment. These will be released upon the issuance of the Final Completion after the expiry of the Defects Liability Period or issuance of Certificate of Making Good Defects), confirming all identified faults have been fixed.

24.

Defects Liability Period

25. A term of **3 Months** post completion of the full scope of the works shall be observed as the Defects Liability Period., during which the contractor must remedy any defects, shrinkages, or other faults arising from poor materials or workmanship.

26. The Procuring Entity may extend the Defects Liability Period (up to a maximum of 6 months) if critical defects prevent the works from being used for their intended purpose.

27. If contractor fails to remedy notified defects, the Procuring Entity is authorized to use the retained funds (Retention Fee) to hire a third party to complete the repairs

Indemnity

28. 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.

29. 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

30. 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

31. 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

32. 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

33. 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

34. 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.