

A WORKS CONTRACT FOR OFFICE REDESIGN FOR BOTSWANA SAVINGS BANK- HEAD OFFICE BUILDING, TSHOMARELO HOUSE, GABORONE

TENDER NO: BSB/PU/HC/008/2026

JUNE 2026

NAME & ADDRESS OF PROCURING ENTITY AND AGENT PREPARING THE DOCUMENT	
PROCURING ENTITY	PRINCIPAL AGENT
BOTSWANA SAVINGS BANK Plot 53796 Kagiso Mall, Gaborone – BSB HQ Building TEL: 397 0001 FAX: 267 395 2608 Email: kmokgosi@bsb.bw & gphetlhu@bsb.bw	ERNLET PROJECTS (PTY) LTD Plot 33138, Patse Ward, Mogoditshane, Botswana TEL: 3103010 Email: viola@ernlet.co.bw

TITLE: [A WORKS CONTRACT FOR OFFICE REDESIGN FOR BOTSWANA SAVINGS BANK- HEAD
OFFICE BUILDING, TSHOMARELO HOUSE, GABORONE]

CONTENTS

Number

Heading

The Tender

Part T1: Tendering procedures

T1.1

TENDER NOTICE AND INVITATION TO TENDER

T1.2

Tender Data

T1.3

Conditions of Tender

TENDER NO. BSB/PU/HC/008/2026: A WORKS CONTRACT FOR OFFICE REDESIGN FOR BOTSWANA SAVINGS BANK- HEAD OFFICE BUILDING, TSHOMARELO HOUSE, GABORONE]

- Sealed Tender offers are invited from 100% **Citizen Contractors** for **A WORKS CONTRACT FOR OFFICE REDESIGN FOR BOTSWANA SAVINGS BANK- HEAD OFFICE BUILDING, TSHOMARELO HOUSE, GABORONE**
 - The Procuring Entity is Botswana Savings Bank
 - Procurement Method is: **OPEN DOMESTIC BIDDING**
 - The tender is fully reserved to 100% Citizen Contractors registered with the Public Procurement Regulatory Authority (PPRA), formerly known as the Public Procurement and Asset Disposal Board (PPADB) in the following category:
 - a. Code 01 Building Construction and Maintenance, Sub Code: sub-code 01 Building Construction; Grade B.
 - b. Code 02 Electrical Engineering Works, sub-code 01 Electrical Installations; **Grade B.**
 - c. Code 211 General Supplies, sub-code 05 Furniture (including schools, domestic office furniture etc); **or** Code 213 General Manufactures/Producers, sub-code 06 Furniture.
-

- Bidding will be conducted in accordance with the competitive bidding procedures contained in the Public Procurement Act, 2021

All applicable citizen economic empowerment schemes such as Local Procurement Scheme (LPS), Citizen Economic Empowerment Programme (CEEP)

- A non-refundable fee of P 2000.00 shall be paid by interested bidders. **Youth companies will be sold tender at a fee of 50% of the selling price as per Presidential directive CAB 14 (B) 2015**, upon producing ID and any form indicating company ownership from Intellectual Property Authority (CIPA).
. Payment shall be made at any of the following Botswana Savings Bank branches BSB Headquarters, Rail Park, Palapye, Mahalapye, Molepolole, Serowe, Hukuntsi, F/town, Maun and Kanye at the following Account details:

1) Acc Name: Other Income
Acc No: 1415-1-03-35-24-00-0000
Reference no: Bidder's Company Name

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
-

- Documents shall be accessed from the below link:

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

with effect from **29 June 2026**. Tender documents shall be available online only. Bidders shall share to the email addresses below and proof of payment upon payment of the tender fee to procurementunit@bsb.bw and also attach a copy to the bid.

- **Compulsory tender clarification and site visit meeting** with a representative from the Procuring Entity will take place as follows:
 - ✓ Bidders are to assemble at Plot 53796 Kagiso Mall, Gaborone – BSB HQ Building at 10:00 Hours on the **02 July 2026**;
 - ✓ Tender clarification and site visit meeting to be held in Plot 53796 Kagiso Mall, Gaborone – BSB HQ Building Site at 10:30 Hours on the **02 July 2026**

No bidder shall be allowed to represent more than one company. The tender clarification and site visit meeting are a pre-requisite and as such those not attending shall be disqualified under evaluation and adjudication for award.

- Queries relating to the issue of these documents may be addressed to Procurement Unit at Tel +267 3670237/ 0081 and email procurementunit@bsb.bw, kmokgosi@bsb.bw at least 5 days before tender closing date copied to kmavika@bsb.bw
-

- The Bid Submission Method is: *One Stage two-envelope Method in which a bid is submitted in an outer sealed envelope, containing two separately sealed and labelled technical and financial bids, which are opened on different dates in separate bid openings.*
-

- **Submissions**

Completed Tender offers are to be submitted in separate sealed envelopes clearly marked:

TECHNICAL SUBMISSION - "BSB/PU/HC/008/2026: [A WORKS CONTRACT FOR OFFICE REDESIGN FOR BOTSWANA SAVINGS BANK- HEAD OFFICE BUILDING, TSHOMARELO HOUSE, GABORONE]

FINANCIAL SUBMISSION - "BSB/PU/HC/008/2026: [A WORKS CONTRACT FOR OFFICE REDESIGN FOR BOTSWANA SAVINGS BANK- HEAD OFFICE BUILDING, TSHOMARELO HOUSE, GABORONE]

The above two envelopes shall then be sealed in a larger envelope clearly marked:

"TENDER NO. BSB/PU/HC/008/2026: [A WORKS CONTRACT FOR OFFICE REDESIGN FOR BOTSWANA SAVINGS BANK- HEAD OFFICE BUILDING, TSHOMARELO HOUSE, GABORONE]"

and addressed to **Accounting Officer, Botswana Savings Bank, P O Box 1150, Gaborone** and shall be registered and deposited in a Tender Box in, **Botswana Savings Bank, Plot 53796, BSB Tshomarelo House, Kagiso Mall, Gaborone, Botswana**

-
- The closing time for receipt of tender offers is **10:00 hours on 13th July 2026** and Tender opening will be done immediately after closing, online via Teams meeting at 1030 hours for the registered bidders.

A bid submitted after the date and time of submission shall be returned unopened to the bidder immediately or after the bid opening with the words "Late Bid Document", together with the date and time on which the bid was so received.

Late tender offers shall **NOT** be accepted.

-
- The Pre-Tender Estimate for the works is **P7.000,000.00 (Seven Million Pula only)**. This is just a guide; bidders may quote any amount, but the award will be to the most economically advantageous and compliant bidder.
-
- Telephonic, telegraphic, telex, facsimile, or emailed tender offers shall **NOT** be accepted.
-
- **Submission of more than one bid with the same shareholdings and directorship is strictly prohibited. Companies with more than one submission will be disqualified from further processing, as this prohibits fair competition and bid fairness.**
-

The Public Procurement Act's Standardised Conditions of Tender apply to this procurement, for which all the applicable Tender Data is contained in the tender documents.

The bidders shall bear all costs associated with the preparation and submission of their tender and the **Botswana Savings Bank Headquarters**, hereinafter, will under no circumstances, be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

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

**Chief Executive Officer
Botswana Savings Bank**

BOTSWANA SAVINGS BANK	TENDER NO. BSB/PU/HC/008/2026 TENDERING PROCEDURES	TENDER DATA
-----------------------	--	-------------

“TENDER NO. BSB/PU/HC/008/2026: [A WORKS CONTRACT FOR OFFICE REDESIGN FOR BOTSWANA SAVINGS BANK- HEAD OFFICE BUILDING, TSHOMARELO HOUSE, GABORONE]”

The **Conditions of Tender** are the Standardised Conditions of Tender as published by the Public Procurement Act.

The Standardised Conditions of Tender make several references to the Tender Data for details specific 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.

1.0 Tender

1.1 The Procuring Entity is the Accounting Officer of **Botswana Savings Bank – Gaborone**

1.2 The tender documents issued by the Procuring Entity comprise:

A single volume approach:

SECTION 1: TENDERING PROCEDURES

Tender Notice & Invitation to Tender
Tender Data
Conditions of Tender

SECTION 2: RETURNABLE DOCUMENTS

List of Returnable Documents
Form of Offer & Acceptance
Contract Data
Bills of Quantities
Tender Schedules
Integrity Agreement

SECTION 3: THE CONTRACT

Part 1 Agreements and Contract Data

Forms of Securities

Part 2 Pricing Data

Pricing Instructions

Part 3 Scope of Work

Part 4 Site Information

1.3 The Procuring Local Authority's agents(representatives) are:

PROJECT MANAGEMENT SERVICES

Ernlet Projects (Pty) Ltd
P O Box 81762, Gaborone
Tel: 267 310 3010

QUANTITY SURVEYING SERVICES

Ernlet Projects (Pty) Ltd
P O Box 81762, Gaborone
Tel: 267 310 3010

1.4	Queries relating to the issue of this document shall be addressed to the Accounting Officer: Att to copied to kmokgosi@bsb.bw, kmavika@bsb.bw, and procurementunit@bsb.bw Tel No.+ 267 391 2555. Queries should be in writing and the deadline for the same is five (5) working days before the closing date of the tender.
1.4.1	If necessary, the Bank shall issue addenda that may amend the tender document to each bidder during the period from the date of the Tender Notice until five (5) working days before the tender closing time. If, as a result a bidder applies for an extension to the closing time, the Bank may grant such extension and will notify it to all bidders.
2.0	The eligibility for tender criterion for bidders is: 1. Bidders who are domicile in Botswana must, in order to be considered for award of the contract be registered with the Public Procurement Regulatory Authority (PPRA) to the following categories: a) Code 01 Building Construction and Maintenance, Sub Code: sub-code 01 Building Construction; Grade B. b) Code 02 Electrical Engineering Works, sub-code 01 Electrical Installations; Grade B. c) Code 211 General Supplies, sub-code 05 Furniture (including schools, domestic office furniture etc); or Code 213 General Manufactures/Producers, sub-code 06 Furniture.
2.2	The Procuring Entity's address for delivery of tender offers and identification details to be shown on each tender offer package are: ADDRESS: Botswana Savings Bank, Plot 53796, Tshomarelo House, Kagiso Mall P O Box 1150, Gaborone, Botswana IDENTIFICATION DETAILS "TENDER NO. BSB/PU/HC/008/2026: [A WORKS CONTRACT FOR OFFICE REDESIGN FOR BOTSWANA SAVINGS BANK- HEAD OFFICE BUILDING, TSHOMARELO HOUSE, GABORONE]" Tender offers shall be registered and deposited in a Tender box in Procurement Unit Office, Botswana Savings Bank Plot 53796, BSB Tshomarelo House, Kagiso Mall, P O Box 1150, Gaborone, Botswana Bidders must submit Three (3) copies in total, Two (2) each marked "COPY" and one (1) original copy clearly marked "ORIGINAL". Marking shall be done on the cover page. The three copies of the technical submission shall include <u>compliance</u> and <u>technical stage requirements</u>, while three copies of the financial submission shall include <u>Form of Offer & Acceptance</u>, <u>P&Gs</u>, <u>Bills of Quantities</u>, and other pricing information.
2.2.1	

2.3	The Closing Time for submission of tender offers is 10:00 hours on 13 July 2024 . Tender offers submitted by Telex, Facsimile, E-mail, and those submitted Late shall NOT be accepted.
2.4	The bidders shall bear all costs associated with the preparation and submission of this tender, and the Botswana Savings Bank will under no circumstances be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.
2.5	The bidders shall complete and submit all documents written in black/blue ink . The abbreviations " N/A " (not applicable) must be used to fill spaces that do not apply to the bidder instead of leaving them blank .
2.5.1	
2.6	The time and location for Opening of the tender offers will be immediately after closing at Botswana Saving Bank , Procurement Unit Office.
2.6.1	One stage-two envelope submission method will be used, where the detailed technical evaluation is to be conducted without reference to the financial information.
2.7	The tender validity period is 120 working days after closing date.
2.8	The bidder may, at any time before the deadline for submission of tender offers, withdraw their tender offer. Withdrawal of a tender offer shall be by submission of a letter notifying the Bank of the withdrawal and it shall be authorized and submitted in the same way as the original tender offer.
2.8.1	The envelope containing the withdrawal letter shall be clearly marked " WITHDRAWAL ".
2.9	BOTSWANA SAVINGS BANK 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. Bank will not accept or incur any liability to a tender for such cancellation and rejection but will give reasons for the action.
3.0	EVALUATION METHODOLOGY Tenders shall be evaluated in accordance with the criteria and procedures set out in the Public Procurement Act; the evaluation method is Quality and Cost Based Selection Evaluation method. <u>Process to be confidential</u> Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of a contract shall not be disclosed to tenderers or any other persons not officially concerned with such process until the award to the successful tenderer has been announced. Any effort by the tenderer to influence the Employer's processing of tenders or award recommendation may result in the rejection of the tenderer's tender offer. <u>Clarification on bids</u> To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any bidder for clarification of the Tenderer's Tender. The request for

clarification and the response shall be in writing but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the employer in the evaluation of the Tender.

3.1 EVALUATION PROCESS

Stages of Evaluation

The evaluation of bids shall be conducted in the following three sequential stages:

- A preliminary examination to determine the eligibility of bidders and the administrative compliance of bids received;
- A technical evaluation to determine the technical score of the eligible and compliant bids; and
- A financial evaluation to analyse costs of eligible, compliant, responsive bids received and determines the best evaluated bid.

Example: A preliminary examination

Supplier Name	Oman of Directors	PPRA Certificates	Tax Clearance Certificate	Site Visit	Declaration Form	Pass/Fail
XYZ Ltd	C	C	C	C	C	
ABC Ltd	C	C	NC	NC	C	

Key: C = Compliant
NC = Non-Compliant

3.2 STAGE 1: Preliminary examination

3.2.1 A preliminary examination shall be conducted to determine:

1. Whether the bidder is eligible; and
2. The administrative compliance of a bid to the basic instructions and requirements of the bidding packages.

3.2.2 Eligibility Criteria

Bidders' eligibility shall be determined by assessing whether a bidder has duly conformed to the following specific instructions and requirements:

Submission of the following: -

1. Local companies should be registered with the Public Procurement Regulatory Authority (PPRA) formerly known as the Public Procurement and Asset Disposal Board (PPADB) in the following categories:
 - a. Code 01 Building Construction and Maintenance, Sub Code: sub-code 01 Building Construction; Grade B.
 - b. Code 02 Electrical Engineering Works, sub-code 01 Electrical Installations; Grade B.
 - c. Code 211 General Supplies, sub-code 05 Furniture (including schools, domestic office furniture etc); or Code 213 General Manufactures/Producers, sub-code 06 Furniture.

PPRA registration is subject to online registration verification

2. Tax requirements by submitting their Tax Clearance Certificate PIN and Certificate number *this shall be verified on the BURS website.*
3. Duly completed and signed form for curriculum vitae of key personnel – Form T2.2GK
4. Duly completed and signed form of Plant and Equipment – Form T2.2WC
5. Submission of certified copies of academic qualification certificates and practising certificates for the submitted key personnel [1no project manager; 1no quantity surveyor 1no Site Agent, 1no; 1no. Site foreman for Mechanical works and 1no. Site Foreman for Electrical works) and a Site Health and Safety (SHE) officer].
6. Submission of certified copies of registration books, roadworthiness certificates/ intention to lease for submitted Plant and Equipment 1No.Heavy delivery vehicle, 1No.Light delivery vehicle, 4No. Step ladders.
7. Duly completed and signed Declaration Form for directors and shareholders and for non-suspension of directors and shareholders – Form T2.2GM. **Bidders that submit multiple bids shall be disqualified.**
8. Signed Form of Authority of Signatory – Form T2.2 GA
9. Duly completed and signed Declaration Form of Citizenship
10. Duly completed and signed form for proposed sub-contractors – T2.2 GD, where applicable
11. Dully completed experience of tenderer LAT 2.2 GL
12. Submission of National Identity Card numbers for all company shareholders and directors
13. Submission of Health and Safety Plan – T2.2 GH

14. Signed Form of Submission of Management Plan – T2.2 WD
15. Submission of outline Programme of Works and Method Statement – T2.2 WD
16. Duly completed and signed Performance/Contract Bond on bidder's financial status and conflict of interest.
17. Duly completed and signed form of Integrity Agreement

Note: If the bidder fails to submit items 2-15 or submit wrong, unsigned, expired, incomplete or uncertified document, the Evaluation Committee will revert to the bidder and request the documents within 2 days during bids evaluation period. Notification to submit the missing documents shall be by Telephone, or email, followed by letter or Fax; and the bidder shall acknowledge receipt. Failure to submit the missing documents as notified within 2 days will then lead to disqualification of the respective bidder from further evaluation.

Administrative Compliance Criteria

Administrative compliance will be determined by accessing whether a bidder has conformed satisfactorily to the following specific instructions and requirements.

1. **Submission of the correct number of copies** of the bid (Note: the entire certification stamp in the original copy shall bear the original stamp. Copies can be copies of the original). "Bidders must submit Three (3) copies in total, Two (2) each marked **"COPY"** and one (1) original copy clearly marked **"ORIGINAL"**. **Marking shall be done on the cover page.**

2. **Packaging of the bid document as described** in the tender notice and item 2.2.1 under tender data:

Copies of technical submission shall include compliance and technical stage requirements, while copies of financial submission shall include Form of Offer & Acceptance, P&Gs, Bills of Quantities, and other pricing information.

NB: submission of anything related to financial stage under technical stage or vice versa will be an automatic disqualification

Eligibility and administrative compliance shall be determined on a "PASS" or "FAIL", "YES" or "NO" basis and a bid which is not eligible or substantially compliant to administrative criteria shall be disqualified from further evaluation.

3.3 STAGE 2: Technical Evaluation

3.3.1 A detailed technical evaluation will only be conducted on bids that are determined to be eligible and substantially compliant during the preliminary examination. At this stage, the quality of the technical submissions from bidders will be evaluated and ranked by the evaluation committee and shall be in accordance with the criteria in item 3.3.2 and possible scores, which shall be properly sub-itemised as indicated in **Appendix A**.

3.3.2 The following shall apply in the evaluation of the technical responsiveness of the received bids:

Criteria	Item Marks
a) Management Plan	20
b) Works Programme	10
c) Project Key Personnel	38
d) Plant & Equipment	10
e) Health & Safety Plan	12
f) Relevant Experience	10
Total marks	100

Calculations

$$B_s = B_M / T_M * 100\%$$

Where; B_s is the bidder's technical score

B_M is the bidder's allocated marks by evaluators

T_M is the total marks for technical criteria

The best technically qualified and acceptable list of offers to be established shall be those with a score of 75% and above. Bidders scoring below the cut-off mark shall be eliminated from further evaluation. Marks shall be published on our website, and bidders notified by email. Bidders who remain in contention for the award of the contract shall then be advised of the time and date when the financial proposals will be opened. Contact all bidders whose technical proposals failed to achieve the minimum score to collect their unopened financial proposals.

N.B

Debriefing of bidders shall commence immediately after the release of technical scores. The debriefing shall last for a maximum period of five (5) working days before the opening of financial bids which after 5 days the opening will take place.

3.4 STAGE THREE: Financial Evaluation

3.4.1 Open only the financial proposals of bidders, who score in the technical evaluation above the minimum number of points for technical stated in the tender data, and announce the score obtained for the technical proposals and the total price. The

3.4.2 financial evaluation shall be conducted to examine and compare financial bids and determine the best evaluated bid.

A financial comparison will only be conducted on bids that are;

- Eligible and administrative complaint
- meet the required minimum technical score
- have completed and duly signed Form of Offer and Acceptance
- Arithmetic errors in excess of $\pm 2\%$ shall disqualify the bidder from further evaluation.

3.4.3

NB: Dully completed and signed Form of offer and acceptance (T2.2 GA) shall be submitted in the first instance under financial submission. Failure to do so shall lead to automatic disqualification.

At this stage, the financial proposals from bidders will be evaluated and ranked by the evaluation committee and shall be in accordance with the criteria set below and possible scores, which shall be properly sub-itemised as indicated in **Appendix B**. The following shall apply in the evaluation of the financial responsiveness of the received bids.

Criteria	Item Marks
a) Inclusion of all Cost Allowances	5
b) Arithmetic accuracy	10
c) Reasonableness of Preliminaries & General Items Build-up	10
d) Reasonableness of Gross Amounts and Tender Sums	10
e) Consistency of Rates for similar items/products	5
Total marks	40

Calculations

$$B_s = B_M / T_M * 100\%$$

Where; B_s is the bidder's financial score

B_M is the bidder's allocated marks by evaluators

3.4.4

T_M is the total marks for the financial criteria

N.B *The financial evaluation scores shall be displayed by public notice for a maximum period of five (5) working days before announcing the best evaluated bid. The debriefing in respect of financial evaluation shall last for the same number of days.*

The final evaluation:

- ✓ Weighting the technical and financial proposal in the proportions of **80%** and **20%** respectively, that is, the maximum number of tender evaluation points is:

Technical: 80

Financial: 20

Total 100

- Number of tender evaluation points for technical offer is calculated as [bidder's technical score multiplied by 0.8]

- Number of tender evaluation points awarded for the financial offer is calculated as [bidder's financial score multiplied by 0.2]
- ✓ Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_Q + N_{FO}$$

Where: N_Q is the number of tender evaluation points awarded for the technical offer

N_{FO} is the number of tender evaluation points awarded for the financial offer

- Rank tender offers from the highest number of tender evaluation points to the lowest

All applicable citizen economic empowerment schemes such as Local Procurement Scheme (LPS), Citizen Economic Empowerment Programme (CEEP)

Pre-Tender Estimate for the works is P9 733 587.90

4.0 Basis of Award

The bid obtaining the highest number of tender evaluation points (Technical and financial) shall be the best evaluated bid and shall be recommended for award of contract, unless there are compelling and justifiable reasons not to do so. Such reasons will include, but not be limited to, past performance and current workload. In case there is a tie in bidders who scored the highest points, the bid with the lowest cost amongst those bidders shall be recommended for award of the contract.

6.0 Acceptance

Botswana Savings Bank is not obliged to accept the lowest offer or any of the tenders submitted, nor reimburse any expenses in preparation of this tender offer. Selection of contractors **shall not** be solely based on the lowest price. There are other factors to be considered.

7.0 Type of Contract

The tender will be awarded as an **admeasurement contract** with a bill of quantities.

PUBLIC PROCUREMENT ACT, 2021	T1.3 STANDARDIZED CONDITIONS OF TENDER FOR WORKS
------------------------------	---

Contents:

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

1 General**Actions**

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

Interpretation and definitions

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

1.3 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 Accounting Officer's rights to accept or reject any tender offer

1.7 The Accounting Officer 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 before the formation of a contract. The Accounting Officer 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 Agent** 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 Botswana Savings Bank.

Cost of tendering

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

Check documents

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

Confidentiality & Copyright of documents

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

Standardised specifications and other publications

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

Acknowledge addenda

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

Site visit and / or clarification meeting

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

Seek clarification

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

Insurance

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

Pricing the tender offer

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

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

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

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

Alterations to documents

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

Alternative tender offers

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

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

Submitting a tender offer

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

Non-disclosure

3.6 Shall not disclose to tenderers, or to any other 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 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 Quality and Cost Based Selection evaluation method for 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 its Comparative Offer.

Quality and Cost-Based Selection - 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, based on having passed or failed the eligibility criteria for the tender identified in *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:

- Detrimentially 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 points with regard to specifications listed in the tender document. Technically non-compliant tender offers scoring below the cut-off mark shall be eliminated from further evaluation. The technical evaluation criteria are stated in the **Tender Data and Appendix A**.

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 determine financial points:

- (i) Perform price comparison in accordance with the pricing sheet to check reasonability, if any;
- (ii) Check 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. It shall be taken into consideration to apply weightings as follows: Technical: 80% to Financial: 20%

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 one which scored the highest marks to the one which scored least marks [technical and financial marks combined with weightings]. Recommend the bidder which scored highest marks 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 (W_p); (ii) the Evaluated Comparative Offer (E_{co}) and; (iii) the ranking in the manner below:

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

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

Where:

E_{co} = Evaluated Comparative Offer

P = the Comparative offer under consideration

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

- (c) Rank Evaluated Comparative Offers from the highest points to the least points. Evaluated Comparative Offer. Recommend the highest points 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 Least cost.

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 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

APPENDIX A

Tender Number: BSB/PU/HC/008-2026					
Name of the Contractor:					
TECHNICAL EVALUATION					
Item	Item and sub-item under assessment	Item	Sub-item	Mark as	Score
		marks	marks	per Col	marks
1.0	Management Plan	18			
1.1	Risk Management Plan	10			
	Detailed Identification of Risks		3		
	Detailed Risk Analysis		3		
	Detailed Risk Response Plan		2		
	Risk register including all components		2		
1.2	Sample tracking tools	2			
	Site diary		1		
	Instruction book		1		
1.3	Quality Assurance Proposal	6			
	Detailed Quality Control		2		
	Detailed Tools/techniques		2		
	Detailed Work processes		2		
2.0	Works Programme	10			
2.1	Format	4			
	Gantt chart view in A3 paper size (Any other paper size won't be considered, and a zero mark shall be awarded for the entire works programme)		1		
	Using Microsoft Project Software		1		
	Critical Path (shown in red colour)		1		
	Must be logical and sequential		1		
2.2	Tasks	6			
	Work Breakdown Structure		1		
	Task dependencies [SF, FS, SS, FF, etc.]		1		
	Task duration estimates, including start/complete dates		1		
	Resource assignment		1		
	Summary tasks		1		
	overall project duration		1		
3.0	Project Key Personnel	40			
3.1	Project Manager	10			
	Qualification	4			
	Degree in Architecture/ Interior Architecture/ Building Engineer or relevant		2		
	Valid Practising Certificate (ARC, ERB, QSRC)		1		

	Project management Qualification/certification Prince 2 / PMI or equivalent acceptable)		1		
	Relevant Experience	6			
	At least 10 years of relevant experience as a project manager		6		
	At least 8 years relevant experience as a project manager		4		
	Less than 8 years' experience as a project manager		1		
3.2	Site Agent	8			
	Qualification	4			
	Degree in Architecture/ Interior Architecture/ Construction Manager or relevant		2		
	Valid Practicing Certificate (ARC, ERB, or relevant governing body		2		
	Relevant Experience	4			
	At least 10 years of relevant experience as a Site Agent		4		
	At least 7 years of relevant experience as a site Agent		2		
	Less than 7 years' relevant experience a site Agent		1		
3.3	Quantity Surveyor	8			
	Qualification	4			
	Degree in Quantity Surveying/Construction Economics		2		
	QSRC Registered with a Valid Practising Certificate		2		
	Relevant Experience	4			
	At least 10 years of relevant experience as a Quantity Surveyor		4		
	At least 7 years relevant experience as a Quantity Surveyor		2		
	Less than 7 years' relevant experience as a Quantity Surveyor		1		
3.4	Foreman (Construction)	5			
	Qualification	2			
	At least National Craft Certificate (Construction)		2		
	Relevant Experience	3			
	At least 7 years of relevant post-graduation experience as a Site Foreman		3		
	At least 5 years of relevant experience as a site foreman		2		
	Less than 5 years' relevant experience as a site foreman		1		
3.5	Foreman (Electrical Works)	5			
	Qualification	2			
	At least National Craft Certificate (Electrical and Electronics Engineering)		2		
	Relevant Experience	3			

	At least 7 years of relevant post-graduation experience as a Site Foreman		3		
	At least 5 years of relevant experience as a site foreman		2		
	Less than 5 years' relevant experience as a site foreman		1		
3.6	SHE Officer	4			
	Qualification	2			
	At least Diploma in occupational health and safety or any other related field		2		
	Relevant Experience	2			
	At least 3 years of relevant experience as a SHE officer		2		
	Less than 3 years of relevant experience as a SHE officer		1		
4.0	Plant & Equipment	10			
4.1	Delivery Truck (minimum of 3 ton)	4			
	Owned		4		
	Leased		2		
4.2	Light duty delivery vehicle (Pick-up)	4			
	Owned		4		
	Leased		2		
4.3	4No. Step ladders	2			
	Owned		2		
	Leased		1		
5.0	Health & Safety Plan	12			
	Detailed Management & Supervision Organisational Chart		2		
	Detailed Contractor's Health & Safety Policy/Statement		2		
	Detailed Personal Protective Equipment Requirements		2		
	Detailed Environmental Protection measures		2		
	Detailed First Aid Arrangements		1		
	Detailed Live Site Management Plan and Methodology		3		
6.0	Relevant Experience	10			
	At least 2 projects completed by the bidder from grade B based on the new ceiling of P7.2 million, with the following within the last 8 (eight) years:				
	- Final Completion/ Performance Certificate		10		
	- Practical completion/ taking-over certificate		5		
7.0	TOTAL	100			

✓ **NB:** Attach certified copies of registration books and roadworthy certificates where applicable,

✓ Attach copies of identity cards for the key personnel

Attach curriculum vitae and references for all key personnel with traceable references

- ✓ For each entry, award a zero mark for non-compliant bids

APPENDIX B

FINANCIAL EVALUATION					
Item	Item and sub-item under assessment	Item marks	Sub-item Marks	Mark as per Col	Score marks
1.1	Inclusion of all Cost Allowances	5			
	Inclusion of VAT & CITF levy		1		
	Breakdown of Preliminaries & General Items		2		
	Bills of Quantities completed as required		2		
1.2	Arithmetic Accuracy	10			
	$-1\% < x \leq 1\%$		10		
	$-5\% < x \leq -1\%$		8		
	$-10\% < x \leq -5\%$		5		
	$1\% < x \leq 2\%$		4		
	$-15\% < x \leq -10\%$		3		
	$-20\% < x \leq -15\%$		2		
	$-\infty\% < x \leq -20\%$		0		
	$2\% < x < \infty\%$		0		
1.3	Reasonableness of Preliminaries & General Items build-up; [Refer to Final Summary of BoQ]	10			
	$-1\% < x \leq 1\%$		10		
	$-5\% < x \leq -1\%$		8		
	$-10\% < x \leq -5\%$		5		
	$1\% < x \leq 2\%$		4		
	$-15\% < x \leq -10\%$		3		
	$-20\% < x \leq -15\%$		2		
	$-\infty\% < x \leq -20\%$		0		
	$2\% < x < \infty\%$		0		
1.4	Reasonableness of Gross Amounts and Tender Sums; [Refer to Final Summary of BoQ]	10			
	Construction Works				
	$-1\% < x \leq 1\%$		10		
	$-5\% < x \leq -1\%$		8		
	$-10\% < x \leq -5\%$		5		
	$1\% < x \leq 2\%$		4		
	$-15\% < x \leq -10\%$		3		

	$-20\% < x \leq -15\%$		2		
	$-\infty\% < x \leq -20\%$		0		
	$2\% < x < \infty\%$		0		
1.5	Consistency of Rates	5			
	Rate of similar items consistent throughout BoQ		5		
	Inconsistency in pricing		0		
1.6	Total Item 1.1 to 1.6	40			

- ✓ For each entry, award a zero mark for non-compliant bids

BOTSWANA SAVINGS BANK	TENDER NO. BSB/PU/HC/008/2026
-----------------------	----------------------------------

RETURABLE DOCUMENTS

TITLE: "TENDER NO. BSB/PU/HC/008/2026: [A WORKS CONTRACT FOR OFFICE REDESIGN FOR BOTSWANA SAVINGS BANK- HEAD OFFICE BUILDING, TSHOMARELO HOUSE, GABORONE]"

CONTENTS		
Number	Heading	
Part T2 : Returnable documents		Page
T2.1	List of Returnable Documents	
T2.2	Returnable Schedules	
C1.1	Form of Offer and Acceptance	
C1.2	Contract Data	
C2.2	Bills of Quantities	

BOTSWANA SAVINGS BANK	TENDER RETURNABLE DOCUMENTS	LIST OF RETURNABLE DOCUMENTS
-----------------------	-----------------------------------	------------------------------------

TENDER NO: "TENDER NO. BSB/PU/HC/008/2024: [A WORKS CONTRACT FOR THE REPLACEMENT OF THE ENTIRE HVAC FAN COIL UNITS AND ASSOCIATED BUILDERS' WORKS]"

1.0 Returnable Documents required for tender evaluation purposes

The bidder must complete the following returnable documents:

T2.2 GA	Certificate for Authority of Signatory
T2.2 GK	Curriculum Vitae of Key personnel
T2.2 GM	Declaration Form for directors and shareholders and for non-suspension of directors and shareholders
T2.2 GN	Declaration Form of Citizenship EDD returnable form
T2.2 WC	Plant and equipment
T2.2 WC	Management plan
T2.2 GD	Proposed Sub-Contractors
T2.2 WDA	Proposed programme of works
T2.2 WE	Health and safety plan
T2.2GL	Experience of Tenderer
C1.1	Form of offer and acceptance

2.0 Other Documents required for tender evaluation purposes

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

3.0 Returnable Documents that will be incorporated into the Contract

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

4.0 Other Returnable Documents that will be incorporated into the Contract

BOTSWANA SAVINGS BANK	TENDER RETURNABLE DOCUMENTS	TENDER SCHEDULES LAT2.2 GA CERTIFICATE OF AUTHORITY OF SIGNATORY
-----------------------	--------------------------------	--

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

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

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

A. Certificate for company

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

B. Certificate for partnership

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

NAME	ADDRESS	SIGNATURE	DATE

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

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

C. Certificate for Joint Venture

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

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

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

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

D. Certificate for sole proprietor.

I, _____, hereby confirm that I am the sole owner of the business

Trading as _____

E. Certificate for other.

I, _____, hereby confirm that I am the sole owner

of the business trading as _____.

BOTSWANA SAVINGS BANK	TENDER RETURNABLE DOCUMENT	TENDER SCHEDULES T2.2GM – DECLARATION BY DIRECTORS AND SHAREHOLDERS
-----------------------	----------------------------	--

THUS SIGNED AND SWORN TO BEFORE COMMISSIONER OF OATHS ATON THISDAY OF20..., ATAM / PM, THE DEONENT HAVING ACKNOWLEDGED THAT HE KNOWS AND UNDERSTANDS THE CONTENTS OF THIS DECLARATION AND THAT IT IS BINDING ON HIS CONSCIENCE.

.....
COMMISSIONER OF OATHS
CAPACITY

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		NATIONALITY	PERCENTAGE OF
--	--	-------------	------------------

	Other (Please Specify).....	CAPACITY IN ENTITY		SHAREHOLDING
1				
2				
3				
4				
5				
6				
7				

	SHAREHOLDERS NAME	NATIONALITY	PERCENTAGE OF SHAREHOLDING
1			
2			
3			
4			
5			

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

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

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

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

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

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

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

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

SIGNED: NAME:

DATED:.....

.....
Entity Stamp

Botswana Savings Bank	TENDER RETURNABLE DOCUMENT	DECLARATION BY DIRECTORS AND SHAREHOLDERS FOR NON- SUSPENSION
-----------------------	-------------------------------	--

Declaration to establish that Directors, shareholders, partners, members have not been suspended or debarred from participating in any tender for the duration of the suspension period as per the provisions of the Public Procurement Act, 2021.

PART B

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, been debarred or suspended from bidding on a new tender until a period of suspension has lapsed.

I declare and confirm that the Entity and/or its Representatives have in fact not been suspended or debarred from bidding on a new tender until a period of suspension has lapsed as per the provisions of the Public Procurement Act, 2021. 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 debarred or suspended in another company/entity, participating in this tender and offering the same works in response to the same ITT, 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 be debarred or suspended, the said Company/Partnership/ *Society*/Joint Venture/ Private Foundation/Statutory Body/(others please specify) and its affiliates and/or subsidiaries shall be disqualified.

I acknowledge that if after the award of this tender any of these declarations are found to be false then any contract(s) between ourselves and the procuring Entity and/or Public

Authority shall be terminated forthwith and we may be barred from future tendering for government services and liable to possible prosecution.

SIGNED: NAME:

DATED:.....

.....Entity

Stamp PART C

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

Definition

4. The following definitions shall apply to this declaration:

Citizen Contractor: A natural person or an incorporated company wholly owned and controlled by persons who are citizens of Botswana.

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

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

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

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

(a) in relation to an incorporated body, ultimately owns or has a controlling ownership or exercises ultimate effective control through positions held in the incorporated body or is the ultimate beneficiary of a share or other securities in the body corporate;

(b) in relation to a trust or other legal arrangement, is the settlor, trustee or ultimate beneficiary of the trust or legal arrangement or has the power, alone or jointly with another person or with the consent of another person, to —

- (i) dispose of, advance, lend, invest, pay or apply trust property or property of the legal arrangement,
- (ii) vary or terminate the trust or legal arrangement,
- (iii) add or remove a person as a beneficiary or to or from a class of beneficiaries,
- (iv) appoint or remove a trustee or give another person control over the trust or legal arrangement, or
- (v) direct, withhold consent or to overrule the exercise of a power referred to in subparagraphs (i) – (iv);
- (c) is the ultimate beneficiary of proceeds of a life insurance policy or other related investment services when an insured event covered by the policy occurs; or
- (d) a transaction is conducted on his or her behalf.

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

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

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

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

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

6. Undertakings

The Tenderer confirms that it is a Citizen contractor and undertakes to remain a Citizen Contractor for the duration of the Contract. 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 Entity 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	DECLARATION FORM OF CITIZENSHIP
----------------------------------	--	--

DECLARATION FORM

(to be submitted with every tender)

DECLARATION TO ESTABLISH ELIGIBILITY TO BE CLASSIFIED AS A CITIZEN CONTRACTOR AND TO BENEFIT FROM ALL THE POLICIES PUT IN PLACE BY GOVERNMENT FOR THE BENEFIT OF 100% OWNED COMPANIES

Declaration below shall be signed by all tenderers for reserved contracts as a condition of each tender. The 100% citizenship requirements for shareholders, directors etc. contained therein shall notwithstanding any previous consents and practice, be a precondition for the award of any reserved tender.

This declaration shall equally be signed by and adhered to by any Contractor wishing to enjoy citizen Contractor privileges on non-reserved Contractors.

DECLARATION

1. I/WE..... both in my/our personal capacity and as a duly authorised representative(s) of.....(Pty) Ltd., being a wholly owned citizen contracting company, currently registered with the PPRA, do hereby make oath and say:

I am/we are the.....of..... (Pty) Ltd, and the facts contained herein are true and correct (Office or status)

2. Name of Company.....

Postal address.....

Physical address.....

Telephone.....

Fax no.....

Registered No. of Company.....

Type of Company-Sole Proprietor/Partnership or Pty) Ltd.....

Date of Incorporation..... (attach Certificate Form 2 and 4)

Date of Registration with PPRA.....

PPRA Grading.....

Name and Address of Company secretaries.....

Are the present shareholders the original shareholders of the company? If not when did they acquire ownership?

.....

3. The directors of.....(Pty) Ltd. are

(a).....
(Name)

.....
ID (OMANG) NUMBER

(b).....
(Name)

.....
ID (OMANG) NUMBER

(c).....
(Name)

.....
ID (OMANG) NUMBER

Each of the said Directors is a citizen of Botswana

4. The shareholders of the company consists of the following

NO	NAME	ADDRESS	%SHARES	OMANG ID.
.....				
.....				
.....				

Each of the above shareholders is a citizen of Botswana.

5. The management of the company consists of the following:

NAME	OMANG NO/PASSPORT NO.
(a) Managing Director	
(b) General Manager	
(c) Contracts Manager	
(d) Financial Controller	

6. The company operates banking and savings accounts with the following financial institutions:

.....
(Name of Institution and Branch) (Account number)

.....
(Name of Institution and Branch) (Account number)

Other.....

7. The only authorized signatories on each of the above accounts are as follows:

- (a)
(Name) ID(OMANG) NUMBER/PASSPORT NO.)
- (b)
(Name) ID(OMANG) NUMBER/PASSPORT NO.)
- (c)
(Name) (ID(OMANG) NUMBER/PASSPORT NO.)

Others.....

8. The company operates no other accounts with financial institutions either in Botswana or elsewhere and there is no other authorized signatory to any of its accounts

	Name of Institution/ Individual	Security (type of asset)	owner of asset
9.	Overdraft facility.....		
	Loan facility		
	Performance bond.....		
	Advance payment bond.....		

10. (a) I/we hereby give consent for verification of the information given, including verification on assets liabilities. Accounts and bonds by government agents charged with the responsibility to do so and I/we undertake to notify those responsible for this information of any changes to the Declaration within seven days of their occurrence.

I understand and declare that each matter here deposed to is essential for the validity of my tender and any subsequent Contract, and for the continuation in force of such Contract. Should any part hereof prove to be untrue or incorrect or should there be a subsequent change in what is stated above I acknowledge that this shall constitute a ground for cancellation of award or determination of contract as the case may be, and for the imposition of claims from government for the amount of any direct loss and/or damage caused by such determination as provided for in the conditions of Contract.

Signed by.....
(Deponent)

Address

.....

.....

thus signed before me at.....on this.....day of
.....2022, the deponent having acknowledged that he knows and understands
the contents hereof.

Signature-Commissioner of Oaths.....

Full Name.....

Official stamp

CITIZEN CONTRACTORS

Botswana Savings Bank	TENDER	TENDER SCHEDULES
	RETURNABLE DOCUMENTS	T2.2 WD - MANAGEMENT PLAN

Quality and risk are two important interrelated aspects of any project that need to be managed.

You are requested to include the following in the project management plan:

1. An explanation of how you propose to develop risk management plan which shall include how you will identify and analyse the risks, preparing the response plan, and monitoring the risks. In this case, risk is an uncertain event or condition that, if it occurs, has a negative effect on meeting the project objectives related to components such as schedule (time), cost, and scope.
2. Sample tracking tools (site diary, instruction book, daily record) which would assist the project manager to keep track of activities/issues on sites.
3. Quality Assurance Proposal to ensure that the project employs all the planned quality requirements and standards; including but not limited to quality control, proposed tools/techniques, and process improvement

Summary of items attached to this schedule:

BOTSWANA SAVINGS BANK	TENDER SECTION RETURNABLE DOCUMENTS	TENDER SCHEDULES T2.2 WDA OUTLINE PROGRAME OF WORKS
-----------------------	---	---

OUTLINE PROGRAMME OF WORKS

The Contractor should provide an outline programme of works showing how he intends to carry out the works.

To be read in conjunction with item T2.2.WDA – Outline Programme of Works

Botswana Savings Bank	TENDER RETURNABLE DOCUMENTS	TENDER SCHEDULES T2.2 GK CURRICULUM VITAE OF KEY PERSONNEL
-----------------------	--------------------------------	--

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

Name:

Profession:

Current Position:

Qualification and Experience:

Date of Birth:

Nationality:

Years with the firm:

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]

Botswana Savings Bank	TENDER RETURNABLE DOCUMENTS	TENDER SCHEDULES T2.2 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	TENDER	TENDER SCHEDULES
T2.2 GD	RETURNABLE DOCUMENTS	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 SECTION RETURNABLE DOCUMENTS	TENDER SCHEDULES T2.2 GH – HEALTH AND SAFETY PLAN
-----------------------	--	---

Health and Safety – Competency and resources	
4.	The procedures we adopt for developing and implementing a Health and Safety Plan are:
5.	Our proposed approach and time allowance to deal with high-risk areas, particularly.....identified in the Scope of Work, are:
6.	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

Botswana Savings Bank	TENDER RETURNABLE DOCUMENTS	TENDER SCHEDULES LAT2.2GL - EXPERIENCE OF TENDERER
-----------------------	--------------------------------	--

The following is a statement of similar works successfully executed by myself/ourselves:

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

Signed

Date

Name

Position

Tenderer

 Republic of Botswana	TENDER RETURNABLE DOCUMENTS	TENDER SCHEDULES ECONOMIC DIVERSIFICATION DRIVE
---	--	--

The Presidential Directive Cab 34(B) 2014 on New EDD, requires Central Government, Local Authorities and all Parastatal Organizations to purchase all their products from 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.

You are therefore, required to purchase only locally produced construction materials and services for this tender. In the event the locally produced products or services are not available, the Contractor should seek authority from the Procuring Entity to procure products from other sources.

I/ we _____ (Name of Capacity) certify that the above Tender Instruction has been incorporated into my/our Tender and will purchase the products from locally based manufacturers and service providers as per the attached Annex 1.

Name of Tenderer

Signature of Tenderer (Authorized Signatory)..

Designation

Date

Company Stamp

ANNEXURE 1

[illegible]

Botswana Savings Bank	TENDER RETURNABLE DOCUMENTS	TENDER SCHEDULES TRAINING LEVY
-----------------------	--------------------------------	-----------------------------------

CITF (Construction Industry Trust Fund) Levy

In accordance with Statutory Instrument No. 139 of 1991 paragraph 5 (6) and amendment thereof in paragraph 9, dated 2 September, 1994 all contracts awarded through the Public Procurement and Assets Disposal Board will be subject to a training levy of 0,25% of the final contract sum. Contractors or firms are to allow in their bill rates for the same.

The levy will be worked out and deducted from contractors' interim payment certificates on the gross certified value (less fluctuations only).

I/We confirm that we are familiar with the provision in our tender.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

Botswana Savings Bank	TENDER SECTION RETURNABLE DOCUMENTS	TENDER SCHEDULES DECLARATION FORM ON TENDERER'S FINANCIAL STATUS AND CONFLICT OF INTEREST
-----------------------	--	--

DECLARATION ON TENDERER'S FINANCIAL STATUS AND CONFLICT OF INTEREST ISSUES

I, do hereby make Oath and say:

1. In my capacity as *(position in the company)*of

.....(Pty) Ltd (hereinafter called the Tenderer), a construction company which is duly incorporated and registered with the Public Procurement Regulatory Authority (PPRA) *(Please attach valid copies of certificate of incorporation and PPRA Registration Certificate).*

I am authorised by resolution datedof the

Company's Board of Directors of (Pty) Ltd to make this Declaration *(Please attach a Certificate of Authority of Signatory).*

At the time of preparing and submitting tender offer for TENDER NO. BSB/PU/HC/008/2026: [A WORKS CONTRACT FOR OFFICE REDESIGN FOR BOTSWANA SAVINGS BANK- HEAD OFFICE BUILDING, TSHOMARELO HOUSE, GABORONE]

2. I confirm that the Tenderer is not in any of the following situations:

a) Insolvency

b) In receivership

c) Being wound up

d) Bankruptcy

e) The firm is a subject of legal proceedings of either bankruptcy, insolvency, being wound up or; receivership,

f) The firm's business activities have been suspended

3. I also confirm that the Tenderer has no conflict of interest whatsoever in relation to the subject of the procurement under consideration.

4. I understand and declare that the information provided herein is essential in assessing the eligibility of(Pty) Ltd's tender. Should any information which I have provided in this Declaration proved to be false or incorrect in any material respect, I acknowledge that I understand that this shall constitute grounds for rejection of the tender or cancellation of the award or determination of the contract, as the case may be, and the imposition of any claims by the procuring Local Authority for the amount of any direct and indirect loss and/or damage resulting from

such rejection or cancellation or determination as the case may be, as provided in the applicable conditions of contract.

5. I verily that what I have stated is true and correct.

Signed: (DEPONENT)

Address:

.....

SWORN before me at on this day of in the year at am/pm, the Deponent having acknowledged that he/she understands the content of this Declaration.

Signed: (COMMISSIONER OF OATHS)

Full Name:

Address:

.....

Stamp:

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: _____

BOTSWANA SAVINGS BANK	RETURNABLE DOCUMENTS	FORM OF OFFER AND ACCEPTANCE
-----------------------	----------------------	---------------------------------

Form of Offer

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

TENDER NO. BSB/PU/HC/008/2026: [A WORKS CONTRACT FOR OFFICE REDESIGN FOR BOTSWANA SAVINGS BANK- HEAD OFFICE BUILDING, TSHOMARELO HOUSE, GABORONE]

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).

We will be able to complete the works in **Calendar weeks after** signing of memorandum of agreement.

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 Accounting Officer accepts the tenderer's Offer. In consideration thereof, the Procuring Entity shall pay the Contractor, (or the Consultant or the Supplier as the case may be) the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an Agreement between the Procuring 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 contractor shall be obliged to complete the works withinweeks after the signing of Memorandum of 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

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

The Accounting Officer,
Botswana Savings Bank,
P O Box 1150
Gaborone

Name &
signature
of

Date

witness

BOTSWANA SAVINGS BANK	RETURNABLE DOCUMENTS	SCHEDULES OF DEVIATION
-----------------------	----------------------	------------------------

Schedule of Deviations

Note:

- iii) 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.
- iv) 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 bidder:

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

BOTSWANA SAVINGS BANK	CONTRACT DATA	GENERAL CONDITIONS OF CONTRACT
-----------------------	---------------	--------------------------------

1. Definitions and interpretations

1.1 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.

1.2 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.

2. Law of Contract

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

3. Transfer and assignment

3.1 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.

4. Warranty

4.1 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.

5. Insurance

5.1 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.

6. Quality

6.1 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.

6.2 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.

7. Rejection for inferior quality

- 7.1** 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.
- 7.2** 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.
- 7.3** 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.

8. Title to draw specifications

- 8.1** 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.

9. Liquidated Damages for late delivery

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

10. Alteration of specification etc.

10.1 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.

11. Quantities

11.1 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.

12. Minimum Quantities

12.1 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.

13. Packages

13.1 Unless otherwise provided by the Contract: -

13.1.1 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.

13.1.2 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.

14. Marking

14.1 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.

15. Price

15.1 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.

16. Price Variation

16.1 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.

17. Delivery Notes / Invoices

17.1 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.

18. Payment Terms

18.1 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.

19. Indemnity

19.1 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.

20. Gratuities etc.

20.1 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.

21. Extension of Time

21.1 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.

22. Termination of Contract

22.1 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.

23. Performance Security

23.1 If required as specified in the Contract Data, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the Contract Data. The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

23.2 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.

23.3 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.

24. Force majeure

24.1 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.

24.2 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.

24.3 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.

25. Settlement of Disputes

25.1 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.

25.2 {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.

25.3 Notwithstanding any reference to arbitration herein,

25.3.1 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.

Botswana Savings Bank	VOLUME 2: RETURNABLE DOCUMENTS	C 2.2 BILLS OF QUANTITIES
-----------------------	-----------------------------------	------------------------------

BILL OF QUANTITIES

TENDER NO: "TENDER NO. BSB/PU/HC/008/2026: [A WORKS CONTRACT FOR OFFICE REDESIGN FOR BOTSWANA SAVINGS BANK- HEAD OFFICE BUILDING, TSHOMARELO HOUSE, GABORONE]"

CONTENTS

Section 1 -PRELIMINARIES AND GENERAL ITEMS

Section 2 – CONSTRUCTION INSTALLATIONS

Section 3- PROVISIONAL SUMS

Section 4 – FINAL SUMMARY

BOTSWANA SAVINGS BANK	TENDER NO. BSB/PU/HC/008/2026
-----------------------	----------------------------------

TITLE: TENDER NO: "TENDER NO. BSB/PU/HC/008/2026: [A WORKS CONTRACT FOR OFFICE REDESIGN FOR BOTSWANA SAVINGS BANK- HEAD OFFICE BUILDING, TSHOMARELO HOUSE, GABORONE]"

Number	Heading	Page
The Contract		
Part C1: Agreements and Contract Data		
C1.3	Form of Securities	
Part C2: Pricing data		
C2.1	Pricing Instructions	
Part C3: Scope of work		
Part C4: Site Information		

BOTSWANA SAVINGS BANK	CONTRACT PART 1 AGREEMENTS & CONTRACT DATA	FORMS OF SECURITIES: ADVANCED PAYMENT GUARANTEE
-----------------------	--	---

Please note that this is only applicable to 100% citizen contractors

Title of the Contract: **TENDER NO: "TENDER NO. BSB/PU/HC/008/2026: [A WORKS CONTRACT FOR OFFICE REDESIGN FOR BOTSWANA SAVINGS BANK- HEAD OFFICE BUILDING, TSHOMARELO HOUSE, GABORONE]"**

Name and Address of Beneficiary
(whom the contract defines as
the Employer)

We have been informed that (Hereinafter called the 'Principal') is your contractor 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)* hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of 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 evidence 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 Permanent Secretary's signature's which must be properly authenticated. 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 2 PRICING DATA	PRICING INSTRUCTIONS
-----------------------	---------------------------------	-------------------------

FOREWORD

These pricing preambles have been prepared mainly with the view of reducing the length of descriptions of the measured work in the Bills of Quantities by providing for such descriptions, (unless otherwise stated in the description) to be deemed to include for sundry items of labour, etc., which the Standard System Measurement normally requires to be stated in such description and for additional items which the Tender is required to allow for in pricing such items.

The Tenderer is therefore required to price the items in the Bills of Quantities on the basis that these preambles amend and take precedence over the requirements of the Standard System of Measurement in relation to the items contained herein.

No claims for additional payment of whatever nature will be entertained due to the Tenderer not having not having priced the relevant items in accordance with requirements of these preambles.

The General Conditions of Contract, the Particular Conditions of Contract, the Specifications, Project Specifications and the drawings shall be read in conjunction with the Bill of Quantities.

The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of temporary and permanent works.

The Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill and his attention is drawn to the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates inserted in the Bill by the Contractor.

Descriptions in the Bill of Quantities are abbreviated and they have generally been prepared in accordance with the 'Standard System of Measuring Builders' Works' as published by the Association of South Africa Quantity Surveyors, sixth Edition, 1999. The methods of measurement adopted must be accepted and will be used for all re-measurements and measurements of variations.

Unless stated to the contrary, items are measured nett in accordance with the Drawings without any allowance having been made for waste.

The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items, value added tax excluded. Such prices shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, liabilities and obligations set forth or implied in then documents on which the tender is based.

An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Schedule.

The Tenderer shall enter a rate or lump sum for each item in BLACK or BLUE INK.

All prices and rates shall exclude Value Added Tax (VAT). The Tenderer shall calculate value added tax and enter it at the end of the summary of the Bill of Quantities.

The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The actual quantities of work done and certified will be used for determining payments due and not the quantities given in the Bill of Quantities.

References in brackets after items contained herein are to the relevant clauses in the Standard System of Measurement.

(10) Names of Parties

The Employer

BOTSWANA SAVINGS BANK
P O BOX 1150,
Plot 53796, Tshomarelo House,
Kagiso Mall
Gaborone
Botswana

The Project Manager

Ernlet Projects
P. O. Box 81762,
Gaborone.
Telephone No. (+267) – 310 3010
E-mail viola@ernlet.co.bw

Person / Firm to whom delegation under Clause 3.2 may apply

The Architect

Ernlet Projects
P. O. Box 81762,
Gaborone.
Telephone No. (+267) – 310 3010
E-mail viola@ernlet.co.bw

Structural Engineer
TBA

Civil Engineer
TBA

Electrical & Mechanical Engineer

BOTSWANA SAVINGS BANK
P O BOX 1150,
Plot 53796, Tshomarelo House,
Kagiso Mall
Gaborone
Botswana

Quantity Surveyor

Ernlet Projects
P. O. Box 81762,
Gaborone.
Telephone No. (+267) – 310 3010
E-mail viola@ernlet.co.bw

(11) The Site

The site of the Works is the Floor 4, 5 and 6 of Botswana Savings Bank at Tshomarelo House, Broadhurst, Gaborone, and the Contractor must confine his operations to the designated area shown on the Contract drawings.

(12) Description of 'the Works'

The contract works described herein shall consist of the supply, delivery, erection, testing, balancing and commissioning into service office partitions, furniture and associated builders' works as a whole. The contractor shall be responsible for selecting such equipment that will provide the performance as specified and to position it into the building spaces provided that sufficient spaces are left around the equipment for servicing and maintenance.

Where no specific kind or quality of material is mentioned in the specification, a standard article to the Architect's approval shall be supplied. All equipment shall be in good working condition and kept in such condition on site until take-over. The selected equipment shall be of high-quality materials, design, and manufacture, and shall be suitable for the type of application, and shall provide reliable, trouble-free service without objectionable noise or vibration under continuous operating conditions and relevant Electrical Installations.

(13) Contract Documents

The order of precedence of the various documents contained in the Contract is as stipulated in Sub-Clause 1.5 of the General Conditions of Contract.

The Employer does not bind itself to accept the lowest or any Tender, to give reason for non-acceptance of a Tender or to incur any expense in the preparation thereof.

(14) Water for the works

The Employer will be responsible for the provision of a water point on the site.

(15) Temporary lighting and power

The Contractor shall be responsible for and must allow for all fees, charges, and other costs to provide all temporary electrical lighting and power, including that required by sub-contractors necessary for the Works, to the required position on the site or sites, including providing any necessary transformer, cabling, etc., and for removing and clearing away on completion. The Contractor shall comply with any byelaw or regulation relating to electrical supplies for this purpose. He shall further be responsible for the adequacy of the supply for the Works.

(16) Temporary fencing

Use danger tape .

(17) Attendance

Without in any way limiting the meaning and interpretation, the term "Attendance" on nominated sub-contractors used in the Bills of Quantities shall include free of charge to the sub-contractor of the following services for the purpose of the relative sub-contract works: -

- 1) Access to the site and to the places where the work is to be carried out, including the use of any temporary cranes or hoists erected by the Contractor for his own use.
- 2) The provision of all labour in attendance, cutting away for and making good as may be deemed necessary, watching, water and lighting as may reasonably be required and, unless otherwise stated under this heading in the 'Particular Preliminary and General Clauses' of the Bills of Quantities, a single-phase electric power supply to a position within 50 meters of the place where work is to be carried out but excluding water, fuel and power for commissioning of the installation.
- 3) The provision of an area for the sub-contractor to erect his own office accommodation, temporary workshops and for the storage of his plant and materials.
- 4) The use of erected scaffolding belonging to the Contractor, in common with others having the right like, whilst it remains erected upon the site.
- 5) The use of mess rooms, latrines, health and welfare facilities and the like, where provided.
- 6) The use of the site telephone, where provided, is subject to the payment by the sub-contractor for all his outgoing calls.
- 7) Where an item of special attendance has been included in the Bills of Quantities in respect of any nominated sub-contractor(s) work, the Contractor

is to include for all items of the said "Special Attendance" as may be stated therein

All such "Attendance" will be deemed to have been included in respect of all Works measured in these documents or for which provisional sums have been allowed.

NOTE:

Unless a specific item of "Special Attendance" has been included in the Bills of Quantities in respect of any P.C. Sum or item pertaining to a nominated sub-contract, the aforesaid term of 'Attendance' shall not include for items of special attendance such as unloading, storing, hoisting, placing in position, providing special power supplies, specific scaffolding requirements, provision for temporary casing and/or other specific protection of the Works, power and water supplies required for the commissioning of equipment, special security and clearing away rubbish unless same has been detailed under this heading in the Bills of Quantities in a sufficient manner for the Contractor to have priced for same in his Tender.

(18) Telephones

Temporary telephones for the Contractor's use are to be provided at his discretion and he will be entirely responsible for all arrangements and charges in connection therewith.

(19) Offices, workshops, and stores, scaffolding, and plant

The Employer shall provide the requisite office, workshop, and storage accommodation necessary for the proper execution of the Works. The Contractor shall provide within the site offices rooms suitable to accommodate and be used for HSSE compliance, inductions, training, PTW training etc., which will be under the direction of the Employer. The Contractor shall erect and maintain the accommodation in good order, including cleaning, lighting, etc., and dismantle and clear away on completion and make good to the ground and works disturbed.

The Contractor shall provide all scaffolding and plant for the execution of the Works. The erection, maintenance, and dismantling of scaffolding will be executed in accordance with the best practice and strictly in compliance with the requirements of the Building Regulations and such lawful rules and regulations as may from time to time be enacted. All plant (which shall be deemed to be 'Constructional Plant,' including vehicles) shall be erected and installed, used, and maintained in accordance with the best practice and strictly in compliance with any rules, regulations or requirements lawfully enacted for the industry concerned.

(20) Labour Compounds

The Contractor will not house any work people on the site.

(21) Latrines

Provide, erect, and maintain in a sanitary condition during the progress of the Works and clear away on completion, proper and sufficient latrines and washing facilities for employees and workmen on the site including those of the Sub-contractors and others employed on the Works, all to the approval and satisfaction of the Medical Authorities and the Engineer. All such toilet facilities are to be waterborne and shall discharge into

the existing sewage system. The Contractor must allow for connection to the existing sewerage and removal and making good on completion.

(22) Festivals and religious customs

The Contractor and Sub-contractors and their employees shall in all their dealings with their workmen and labourers for the time being employed on or in connection with the Works have due regard to all recognized festivals and religious and other customs.

In the event of any outbreak of illness of epidemic nature the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

(23) Accidents

The Contractor shall within twenty-four hours of the occurrence of any accident at or about the site or in connection with the execution of the Works report such accident to the Engineer. The Contractor shall also report such accident to the competent Authority whenever such report is required by law.

(24) Disorderly conduct

The Contractor shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst his employees and those of the Sub-contractors and for the preservation of peace and protection of persons and property in the neighbourhood of the Works against the same.

(25) Removal of Rubbish

The Contractor shall upon completion of the Works at his own expense, remove and clear away all plant, rubbish, and unused materials and shall leave the whole of the Site and Works in a clean and tidy state to the satisfaction of the Engineer including clearing away and making good all traces of temporary access roads, offices, sheds, camps, etc.

(26) First Aid and Medical Services

The Contractor shall provide and maintain in first class condition all equipment necessary to render first aid in case of accidents, snake bites or other emergencies. Such equipment shall be kept in readiness on site at the camps and wherever the Contractor's staff may regularly live or work. The Contractor shall ensure that there are persons available with a knowledge of simple first aid procedure and trained to administer injections and snake-bit treatment. Such persons shall be identified to the Engineer for approval.

(27) Overhead Power Lines

Where work is being carried out in the vicinity of overhead power lines the Contractor shall take special measures to ensure that all persons working in such areas are aware of the relatively large distance that high voltage electricity can "short" to earth when cranes or other large masses of steel are in the vicinity of power lines, and that adequate safety measures are being carried out; the Contractor's attention is drawn to

BS 162 which gives safe clearance for the various voltages. The Contractor shall ensure that none of his employees commits any act which will cause damage from or to overhead power lines. The Contractor's attention is drawn to the two high voltage lines crossing the site.

(28) Monitoring Meetings

Regular monitoring meetings will be held under the Chairmanship of the Project Manager and attended by his representatives (Project Manager all Consulting Engineering firms involved in the project, Quantity Surveyor and Clerk of Works), the 'Foreman' and senior representatives of the Contractor's managerial and site staff including the co-ordinators and including senior and site representatives of such Sub-contracting firms as either the Engineer or Contractor may deem should be present. The purpose of such meetings will be to review apparent site progress against the programme, to investigate and establish actual or impending causes of delay, to instruct or to take such remedial action as may from time to time be necessary and generally to ensure that the progress of the work remains on or ahead of programme.

(29) Offices and accommodation for the Employer's Personnel and the Project Manager

TBA

(30) Progress Photographs

The Contractor shall provide the Project Manager with two sets of progress photographs at the end of each and every month throughout the contract period.

Each set shall contain at least 10 No. photographs, and they shall be mounted in a suitable photo album or similar to the approval of the Engineer

(31) Samples and Testing

The Contractor shall furnish at his own cost such samples of materials and specimens of colours as specified.

The Contractor shall furnish such samples of workmanship as may be called for by the Engineer for his approval.

(32) Notice before covering work

The Contractor shall give adequate notice to the Project Manager and his representatives whenever any work or materials which are subject to the Engineer's inspection or re-measurement are to be covered in or concealed in any way. In default of such notice being received such work or materials shall be uncovered and later made good at the Contractor's expense.

(33) Safety, Health and Welfare Officer

The Contractor is to employ full time on the site for the full duration of the Works a suitably trained and experienced staff member who will be responsible for the following

- All aspects of safety on site and ensuring that the Contractor complies with the various relevant Acts of parliament in regard to safety.
- Provision of and administering of first aid requirements in the event of accident.
- Ensuring that members of the workforce are aware of current health and safety issues on site.
- Administration of all welfare matters in respect of the workforce.
- Conducting regular HIV / Aids awareness seminars for the workforce on site.

(34) Permit to Work

The Contractor is required to carry out the Works in accordance with the Employer's safety and security rules and regulations. The monitoring and application of safety & security rules and regulations will be supervised and controlled by the Employer and their agent/s. The Contractor shall carry out his operations in accordance with the directions issued by the Employer and/or his agent. The Contractor shall ensure that his personnel, staff, and workmen attend approved training and are equipped with suitable work clothing and equipment whilst working onsite. Staff and workmen entering the site of the Works will be required pass through a safety checkpoint and be issued with a Permit to Work before commencing work on site.

(35) Services and Direct Contractors' Coordinator

The Contractor is to employ a suitably qualified engineer who will coordinate all of the services elements on site and the coordination of directly employed contractors who will be working on the site, and shall be responsible, inter alia, for the following:

- Preparing and monitoring the programme for the mechanical and electrical Installations, ensuring that they are in conformity with the programme for the whole of the Works.
- Monitoring the programme for the directly employed contractors, ensuring that they are in conformity with the programme for the whole of the Works.
- Setting up and monitoring QA/QC procedures in respect of the installations
- Ensuring all submissions, working drawings or samples required are submitted in time to meet the programme requirements
- Ensure that all submissions, drawings etc. are fully coordinated with all other disciplines so as to avoid clashes with other engineering installations, structural or architectural elements of the Works.
- Monitoring progress of the installations on site, resolving any routing problems or clashes in advance, and ensuring that the progress of the Mechanical and Electrical Services are in conformity with the main Works programme
- Preparation of a Method Statement for the Testing and Commissioning of all services.
- Programme and monitor the progressive testing and commissioning of the installations to comply with the Works programme.
- Coordinate the training of the Employer's staff in the various disciplines.
- Coordinate the timeous issuing of all "as-built" drawings and Operation and Maintenance manuals to the Engineer for onward transmission to the Employer.

The Contractor is to submit a fully detailed CV of the proposed services coordinator at the commencement of the Works for the approval of the Employer and Project Manager. Should the Employer and Project Manager not approve of the proposed services coordinator, the Contractor must immediately find an acceptable replacement.

(36) Environmental Management

The Contractor is to ensure that he complies with all aspects of current environmental legislation and in particular with the following requirements

- The raw materials to be used for construction (e.g., sand, gravel, pit sand) should be obtained from licensed sources. Where there is a need to establish new sites, applications should be submitted to relevant licensing authorities.
- If it is envisaged that an independent supply will be used, appropriate application should be made to the relevant licensing authority.
- Particular attention is to be paid to waste disposal on completion and during the Contract period to ensure that the site and its environs are kept clean and tidy.
- Take all reasonable measures to prevent pollution of the soil, water, or air.
- The contractor shall provide appropriate environmental awareness for construction staff for the protection of the environment and ensure that all sub-contractors do the same.
- Provide protective clothing to all staff, including first aid equipment.
- Provide suitable sanitary facilities for staff at the site.
- Fueling of construction vehicles, plant and equipment should not be done within the project site. If this is unavoidable, the fuel storage tanks must be placed on some concrete, to ensure that spillages during fueling and filling up of the tank is contained and prevented from polluting the environment.
- All empty containers of oils and other lubricants must be stored in an area where the ground is protected (concrete base).
- Decanting of lubricants must be carried out in an area that has concrete or similar base.
- Servicing of most vehicles and equipment must be done at workshops outside of the project area. However, if servicing of some equipment has to be carried out on site, a site has to be designated for that purpose.
- The ground under the servicing and refueling areas must be protected against pollution caused by spills and tank overfills.
- Oils and lubricants can only be changed at the servicing areas, except if there is a breakdown or an emergency repair.
- Dumping of waste at the construction camp, along public roads or in surrounding areas is not permitted; all waste coming from these areas must be collected, contained, and stored in watertight containers prior to disposal at offsite facilities.

- Waste receptacles must be provided with lids or netting to prevent waste being carried around by wind and to prevent dogs being attracted to the waste.
- Waste receptacles must be emptied before they are overfilled.
- The contractor shall be responsible for cleaning up any waste or litter deposited by the construction personnel.
- There should be a separate waste receptacle for cans, and it should be clearly marked, and the staff informed that all drink cans are to be placed in that bin.
- Storm water catchments on the site should have grease traps to prevent oil from entering the drainage system.
- Minimize the impact of dust on the neighbouring area, construction workers and the road users, by undertaking the following: apply gravel or paving to construction site exit routes as soon as possible, limit construction vehicles to travel only on established haul routes, during persistent dry conditions, a minimum of two passes should be made per day with the water tanker or more if necessary, maintain vegetation where possible, apply water as necessary to prevent generation of large clouds of dust; treated wastewater (if available) should be used for this purpose, as well as for general construction, empty loader bucket slowly to limit dust plume generation, minimize drop height from loader bucket, and stockpiles must not be located away from the main road;
- Traffic safety signs should be erected to warn motorists and pedestrians of construction traffic.
- No waste shall be buried or disposed of at the construction site.
- Containers will be located at strategic locations for the disposal of non-hazardous waste.
- All non-hazardous waste must be disposed of at the landfill.
- All hazardous waste must be disposed of in containers that are clearly marked and are placed on a paved or lined surface to prevent any pollution of the environment occurring from spillages.
- All recyclable materials (cans, boxes) must be separated for recycling.
- Burning of waste materials should be avoided as much as possible. If it has to be done, including cooking by construction staff, this has to be done at designated places.
- Areas for protection, (especially vegetation), should be clearly marked to prevent construction activities from encroaching on these areas; and
- The contractor shall provide appropriate environmental awareness for construction staff for the protection of vegetation and ensure that all sub-contractors do the same.

- The Contractor shall nominate, at the commencement of the contract, a suitably qualified person who will be responsible for the Environmental management of the site and this person shall be responsible for ensuring that all legislation regarding environmental matters are complied with throughout the contract. This person shall be a full-time employee of the Contractor and will be permanently resident on site through the duration of the Works.
- The Contractor shall rehabilitate all disturbed areas of the Site upon completion of the Works e.g., site offices, camp sites.

(37) Site Sign Boards

The Contractor shall provide one (1) site sign, to be to the Engineer's approval. The sign/s are to be completely cleared away immediately upon completion of the Works. No subcontractor's signs will be allowed.

(38) Workmen's Clothing

The Contractor shall provide all site-based workmen with sufficient suitable single colour overalls and personal protective equipment, which must be worn by them throughout the duration of the contract.

(39) Taxes, Duties, Fees and Levies

The Contractor is to ensure that he complies with all Government of Botswana's Legislation/requirement for the payment of taxes, duties, fees, and levies. [Sub-Clause 1.13, Compliance with Laws]

(40) Employer's Special Requirements

The Contractor is to ensure that he complies with all aspects of the following Employer's special requirements

- Adherence to Botswana Savings Bank's site rules and regulations for contractors and safe code of practice, when working in the bank, which includes:
 - Regular safety and security monitoring by Botswana Savings Bank
 - Compliance with directions from Botswana Savings Bank
 - Contractor's staff to be trained through specific training establishments
 - Compliance with 'Permit to Work' labour control system operated by Botswana Savings Bank.

BOTSWANA SAVINGS BANK	CONTRACT PART 3 SCOPE OF WORK	SCOPE OF WORK: WORKS CONTRACT
-----------------------	----------------------------------	----------------------------------

SCOPE OF WORK

1. DOCUMENTATION

Upon receiving the various documents the Contractor should immediately check that all the documents mentioned have been received by checking the various references, and that all documents are complete by checking the number of pages contained therein; should any be missing, or in duplicate, or if any of the writing or figures be indistinct, or if any of the wording be ambiguous or the meaning or intention not clear, he is to notify the Employer's Representative to have matter clarified before his tender is submitted. No liability in respect of errors in the tender from the foregoing will be admitted.

No alterations, additions, omissions or erasures are to be made to the printed text of any of the Contract Documents unless specifically directed in writing by the Employer's Representative. Although standard general documents will normally be incorporated within the Contract Documents, they may be deleted in whole or in part, amended or otherwise altered as the circumstances require, and this shall be specifically and precisely stated in the invitation to tender for each project.

The Contractor is deemed to have read and fully understood the whole of the Contract Documents and no liability, or claim, for additional payment in respect of errors in the tender arising from lack of knowledge, or understanding, of these Contract Documents will be accepted.

2. DESCRIPTION OF THE WORKS

SCOPE OF WORK

General Scope

The project involves the supply, installation, and completion of office partitions, interior fit-out works, bathroom refurbishment, and associated builders' works for Botswana Savings Bank premises, to deliver a functional, safe, and modern office environment in accordance with approved designs and specifications. The Contractor shall provide all labour, materials, equipment, and supervision necessary to execute and complete the works, including all finishing and making good.

The works include the installation of internal office partitions (such as gypsum board and glazed systems), complete with doors, glazing, and finishes; interior fit-out elements including floor and wall finishes, joinery, built-in furniture, fixtures, fittings, and the supply and placement of specified furniture; as well as associated builders' works such as minor demolition, alterations, masonry, plastering, and making good.

The works also include bathroom refurbishment works comprising the demolition and removal of existing wall and floor tiles, ceilings, sanitary ware, and associated fittings; and the supply and installation of new tiles, ceilings, sanitary ware, accessories, and all related plumbing, finishing, and making-good works in accordance with the approved design and specifications.

All works shall comply with applicable Botswana regulations and approved standards, including health, safety, fire, and accessibility requirements. The Contractor shall ensure quality workmanship, submit material samples for approval, and rectify any defects identified before and after handover within the Defects Liability Period.

Phasing (areas)

The project tasks will be carried out in the following well-defined phase

- Phase 1 (Priority): All bathroom refurbishments in the building — Basement, Ground Floor, Floor 1, Floor 2, Floor 3, Floor 4, Floor 5, and Floor 6 — plus office partition works on Floor 5.
- Phase 2: Office partition works on Floor 4.
- Phase 3: Office partition works on Floor 6.

Tender pricing instruction - MANDATORY Tenderers must submit:

- one Lump Sum Price for the complete Works covering Phases 1, 2, and 3
- separate Lump Sum Prices for each Phase
 - Price A: Phase 1 — all bathrooms + Floor 5 partitions
 - Price B: Phase 2 — Floor 4 partitions
 - Price C: Phase 3 — Floor 6 partitions
- a priced breakdown (Bill of Quantities) for major elements within each phase. All prices must be fully inclusive of labour, materials, plant, site establishment, testing, insurances, statutory costs, waste disposal, overheads, and profit, and must state any provisional sums or exclusions.

SITE INFORMATION

General

Botswana Savings Bank Plot 53796, BSB Tshomarelo House, Kagiso Mall is in a fully developed area in Gaborone.