



**BOTSWANA
EXAMINATIONS
COUNCIL**

**DIRECTORATE OF INFORMATION AND COMMUNICATIONS
TECHNOLOGY**

INVITATION TO TENDER

FOR

**SUPPLY OF COMPUTERS FOR THE BOTSWANA EXAMINATIONS
COUNCIL**

Reference No BEC ICT 004/12-13

Date: 29 August 2012

PROCURING ORGANISATION	AGENT
Botswana Examinations Council, Private Bag 0070, Gaborone, Botswana Website: www.bec.co.bw	The Secretary to the Tender Committee, Private Bag 0070, Gaborone, Botswana Tel: +267365 0700 Fax: +267 316 4413 Email: procurement@bec.co.bw

Botswana Examinations Council

**TENDER
TENDERING PROCEDURES**

**TENDER NOTICE and
INVITATION TO TENDER**

Tender Ref No. BEC ICT 004/12-13

Supply Of Computers for the Botswana Examinations Council

- Tender offers are invited for the Supply Of Computers for the Botswana Examinations Council (BEC)
- The Procuring Organisation is the Botswana Examinations Council
- Bidders who are domiciled in Botswana must, in order to be considered for the award of the contract, be duly registered with the Registrar of Companies and with the Botswana Unified Revenue Services for Value Added Tax (VAT).
- Tender documents will be available with effect from **29 August 2012** from the Botswana Examinations Council at the following addresses:

Postal Address

Botswana Examinations Council
Private Bag 0070
Gaborone.

Tel: (+267) 365 0700
Fax: (+267) 316 4413, 316 4203, 318 5011
Website: www.bec.co.bw
Email: procurement@bec.co.bw

Physical Address

Botswana Examinations Council
Plot 54864, KT Motsete Road
Gaborone.

- Bids must be submitted using a one envelope system. The **original and five (5) copies** of the bids must all be submitted in one sealed envelope and labelled as follows:

Tender No. BEC ICT 004/12-13 – Supply Of Computers for the Botswana Examinations Council

- Sealed bids should be mailed to the following address:

The Secretary
Tender Committee
Botswana Examinations Council
Private Bag 0070
Gaborone
Botswana.

or delivered to:

The Secretary
Tender Committee
Botswana Examinations Council
Plot 54864
KT Motsete Road
Gaborone

- A non-refundable deposit of BWP500.00 for locally registered companies and USD100.00 for foreign companies is payable by cash or cheque made out in favour of the Botswana Examinations Council is required on collection of the tender documents.
- Queries relating to the issue of these documents may be addressed to:

The Secretary
Tender Committee
Botswana Examinations Council
Private Bag 0070
Gaborone
Botswana.
Tel: (+267) 365 0700
Fax: (+267) 316 4413, 316 4203, 318 5011
Email: procurement@bec.co.bw

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- Bids must arrive no later than **10:00 hrs** (local time) on **19 September 2012**. The tenders will be opened in the presence of bidders wishing to attend. Bids received after the closing date and time will not be accepted. Telephonic, Telegraphic, Telex, Email or Facsimile bids will not be accepted.
-

Botswana Examinations Council is not bound to accept the lowest or any bid, or bear any expense in the preparation thereof. The bids must be structured in the format specified in this tender document.

Secretary
Tender Committee
Botswana Examinations Council

Botswana Examinations Council

**TENDER
TENDERING PROCEDURES**

TENDER DATA

Supply Of Computers for the Botswana Examinations Council

The conditions of tender are contained in this document.	
1.1	The Procuring Organisation is the Botswana Examinations Council .
1.2	The tender documents issued by the Procuring Organisation comprise:
	<p>Three volume approach:</p> <p>VOLUME 1: TENDERING PROCEDURES</p> <p style="padding-left: 40px;">Tender Notice & Invitation to Tender Tender Data</p> <p>VOLUME 2: RETURNABLE DOCUMENTS</p> <p style="padding-left: 40px;">List of returnable documents Form of Offer & Acceptance Contract Data Pricing Data Tender Schedules</p> <p>VOLUME 3: THE CONTRACT</p> <p style="padding-left: 40px;">Part 1 Agreements & Contract Data Forms of Securities</p> <p style="padding-left: 40px;">Part 2 Pricing Data Pricing Instructions</p> <p style="padding-left: 40px;">Part 3 Scope of Work</p>
1.3	<p>All tenders are required to submit the following:</p> <ol style="list-style-type: none"> 1. Copies of a valid trading license (If Applicable). 2. Copies of a valid relevant appropriate license for Microsoft Software License and Distribution. 3. Copies of a valid Tax Clearance Certificate or Exception thereof, certified by the Botswana Unified Revenue Services (BURS). Foreign companies are to submit a valid copy of the Tax Exemption Certificate issued by BURS. BURS can be contacted at the following addresses: <ul style="list-style-type: none"> Postal Address: BURS Head Office Private Bag 0013 Gaborone Tel: 363 8000, Fax: 363 9999 Physical Address: Kudumatse Drive Plot No. 53976 Gaborone 4. Copies of the certificate of incorporation for local companies. 5. Copies defining the legal status, place of registration and principal place of business for foreign companies.

1.4	<p>All bidders are required to provide the pricing schedule in the format provided in CONTRACT PART 2, Pricing Data. Bidders must also provide a detailed breakdown of the cost covering all components of the project as stated in CONTRACT PART 3, Scope of Work. Bidders should note that the total cost of the project should not include any variable components based on exchange rates, inflation, etc. Where disbursements are based on actual expenditure, bidders should estimate the maximum expected costs, which will be reimbursed based on actual expenditure incurred.</p> <p>Bidders must quote in Botswana Pula (BWP).</p> <p>All the quoted prices must include VAT @ 12%.</p> <p>The validity period for the quoted prices must be at least 180 days from the closing date of the tender.</p> <p>In addition to the pricing schedules specified in CONTRACT PART 2, the bidders must provide a detailed breakdown of the major cost components in a format of their choice.</p>
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1.5 Parts of each tender offer communicated on paper shall be submitted as an original, plus five (5) duplicate copies. Each copy must contain the following **RESPONSE FORM**.

Bidder's Name	
Company Registration Number	
Vat Number (if applicable)	
Country of Registration	
Year of Establishment	
Physical Address	
Postal Address (if different)	
Telephone Number	
Mobile Number	
Fax Number	
Email and URL	
Contact Address in Botswana (If applicable)	
Tender No.	
Designated Authorised Representative for this Project	Name: Position: Qualifications: Tel: Fax: Email:
Project Referees (see CONTRACT PART 3, Scope of Work, 8.1.5)	1 2 3
Signed: Bidder's Authorised Representative	

1.6	<p>The Procuring Organisation's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p style="text-align: center;">Tender No. BEC ICT 004/12-13 – Supply Of Computers for the Botswana Examinations Council</p> <p>The Secretary Tender Committee Botswana Examinations Council Plot 54864 KT Motsete Road Gaborone.</p>
1.7	<ul style="list-style-type: none"> • A one envelope procedure will be followed. • Bids should be submitted according to the Instructions to Bidders. Important points are repeated as follows: • The technical and financial response should be in one envelope. Figures relating to cost must be included and a statement stipulating the validity period of the tender. • The bid document must be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder. Any such corrections must be initialled by the person or persons who sign the bid. • All copies must be signed in ink by an authorised employee, agent or representative of the bidder. • For each bid, the bidders shall prepare the number of copies indicated in the Instructions to Bidders. The original Bid should be marked ORIGINAL; all other copies should be marked COPY. If there are discrepancies between the original and any of the copies, the original will be assumed to be correct. • The original and five copies of the Bid shall be placed in a sealed package clearly marked and labelled – Tender Number BEC ICT 004/12-13 Supply Of Computers for the Botswana Examinations Council • The sealed package shall bear the submission address. • Bids must arrive no later than 10:00 Hrs (local time) on 19 September 2012. Bids received after the closing date and time will not be accepted. Telephonic, Telegraphic, Telex, Email or Facsimile bids will not be accepted. • All the accepted bids will be opened immediately after the deadline for the submission of bids, and bidders may be present if they wish.
1.8	<p>The closing time for submission of tender offers is:</p> <p>10.00 hrs on 19 September 2012.</p>
1.9	<p>Telephonic, telegraphic, telex, email or facsimile tender offers will not be accepted.</p>
1.10	<p>The tender validity period is at least 180 days from the closing date of the tender.</p>
1.11	<p>The time and location for opening of the tender offers is:</p> <p>Time: 10:00 hrs on 19 September 2012.</p> <p>Location: Botswana Examinations Council Plot 54864 KT Motsete Road Gaborone.</p>

1.12	<p>The procedure for evaluation of responsive tender offers is quality and cost based selection method.</p> <p>The Evaluation Process</p> <p>The Tender Evaluation Committee (TEC) will be constituted by the Project Sponsor to evaluate the bids. The evaluation to be adopted by the Evaluation Committee will be as follows:</p> <ol style="list-style-type: none"> 1 In Stage 1 of the evaluation process the bids will be scrutinized against the Disqualification clause given in 1.13. The qualifying bids after Stage 1 will go through to Stage 2 of the evaluation process as described in 1.14. 2 In Stage 2 of the evaluation process the bids will be checked for compliance with the procuring entities specific requirements, that is to see if the bidder has quoted for the required products. 3 Stage 3 the financials and delivery period or the quotations as shown in Contract PART 2 Pricing data will be evaluated as stated in the final stage. (See 1.15) 4 The project will be awarded to the bidder who has passed stage 1 and 2, with highest combined score for Stages 2 & 3 of the evaluation process subject to successful negotiation which would include a briefing on warranty issues, licences and software agreements and delivery lead times. <p>Notes</p> <ul style="list-style-type: none"> • Subject to authorisation by BEC Tender Committee, further information may be requested from the bidders during evaluation. Any such request will be made in writing to the bidder's nominated representative as declared in the Form of Response. Any such correspondence will be for purposes of clarification only and will in no way be indicative of any preference towards any bidder or bid. • All important information required for the project shall be included in the bid, so that at contract negotiation stage there are no major issues that could call for the change of award.
1.13	<p>Disqualification at Stage 1 (Compliance Evaluation)</p> <p>A bidder whose bid does not meet the following requirements will be disqualified during the first scrutiny at Stage1.</p> <ul style="list-style-type: none"> • Submission of the original and five copies of bids • Submission of copies of a Valid Trading Licence • Submission of copies of proof of payment of tender fee of BWP500.00 or USD100.00 as appropriate. • Submission of copies of a valid Tax Clearance Certificate for Botswana Registered Companies or exemption certificate thereof from BURS. • Submission of copies of the Certificate of Incorporation for local companies. • Submission of Certified copies defining legal status, place of registration and principal place of business for foreign companies. • Clearly specify the delivery period in days in the financial and delivery schedule section.

1.14 Evaluation of Bids at Stage 2 (Compliance to Technical Requirements and Specifications)
The qualifying bids after Stage 1 will go through to Stage 2 of the evaluation process where they will be scrutinized to determine their compliance to the technical requirements and specifications as outlined in CONTRACT PART 3 Extent of the Supplies.

The following shall therefore be evaluated for each lot that is tendered for:

- A) Full compliance with technical specifications (as listed in Lot A,).
These specifications and requirements shall be responded to in full regardless of if they are critical or non-critical.

Only bidders who have fully met the technical specification of the lots i.e. by having "Yes" in all cases for all criteria would progress to next stage. Note that the products required must be of equal specification or higher otherwise the bidder would be disqualified for not complying.

For this evaluation the criteria shown in the following table will be used.

No	Criteria	Marks
1	Full compliance with technical requirements and specifications (as outlined in CONTRACT PART 3)	80
2	Delivery Schedule (Workplan, including configuration and installation plan)	10
4	References	5
5	Quality of Tender Documentation	5
	Maximum Marks for Stage 2:	100

The cut off for progression to Stage 3 is a minimum score of 75 marks. The technical evaluation criteria will be scored using the scoring matrix shown in the table above.

1.15 Evaluation of Financials & Delivery Schedule– Stage 3 (Financial & Delivery Evaluation)

The financials will be evaluated at this stage. All Bids must be quoted in Botswana Pula, BWP.

The qualifying bids will be evaluated based on the following factors:

The following formula will be used to rate the quoted prices:

$$FS = 80 \times LP / P$$

Where:

FS = financial score of a given bidder

LP = lowest price

P = the price quoted by the bidder

The lowest financial bid (LP) will be given a financial score (FS) of 80 points. The financial scores (FS) of the other financial bids will be computed using the formula above.

	<p>Delivery period will also be pro-rated with a maximum of 20 points. Clearly specify the delivery period in days.</p> <p>The qualifying bids will be evaluated based on the following factors:</p> <p>The following formula will be used to rate the quoted prices:</p> $DS = 20 \times QD / D$ <p>Where:</p> <p>DS = Delivery score of a given bidder QD = Quickest Delivery P = the delivery days quoted by the bidder</p> <p>The quickest delivery bid (QD) will be given a delivery score (DS) of 20 points. The delivery scores (DS) of the other bids will be computed using the formula above.</p>
1.16	<p>Basis of Award</p> <p>Bidder(s) who have passed the compliance stage and have met the required technical specifications with the highest combined score for stages 2&3 would be recommended for the award to BEC Tender Committee subject to an agreed contract. If the contract negotiations fail, then the next preferred supplier will be engaged for contract negotiations and recommended for the award.</p>
1.17	<p>This is an Open Tender. (Citizen and non-citizen companies are eligible to respond to this tender)</p> <p>IT projects up to a value of BWP300,000 will be reserved for wholly owned citizen companies. For projects above BWP300,000 the following price preference would apply subject to a maximum of BWP30,000:</p> <ol style="list-style-type: none"> 1 Wholly citizen owned companies are entitled to a 5% price preference; 2 Majority citizen owned companies are entitled to 3% price preference; 3 Minority citizen owned companies are entitled to 2% price preference over their foreign counterparts. <p>Citizen owned companies should fill in the declaration form for Reservation and Price Preferences. This form can be downloaded from the Government website http://www.gov.bw/business/tenders.html</p>

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**TENDER
RETURNABLE DOCUMENTS**

**LIST OF RETURNABLE
DOCUMENTS**

The bidder must complete the following returnable documents:

1. Returnable Documents required for tender evaluation purposes

- Certificate for authority of signatory
- Record of addenda to tender documents
- Detailed Response to all other Requirements specified in the CONTRACT PART 3
- Quality plan
- Experience of bidder
- Offer of Acceptance
- Schedule of Products and Services

2. Other Documents required for tender evaluation purposes

- Copies of a valid Tax Clearance Certificate for Botswana Registered Companies or exemption certificate thereof from BURS.
- Copies of a Certificate of Incorporation for local companies.
- Certified copies defining legal status, place of registration and principal place of business for foreign companies.

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

A COMPANY	B PARTNERSHIP	C JOINT VENTURE	D SOLE PROPRIETOR

A. Certificate for company

I, _____, chairperson of the board of directors of _____, hereby confirm that by resolution of the board taken on _____ 20....., 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.

As witnesses:-

1. _____

_____ Chairman

2. _____

_____ Date

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.

C. Certificate for Joint Venture

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

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

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

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
<i>Lead partner</i>		

D. Certificate for sole proprietor.

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

As witnesses: -

1. _____

Signature: Sole owner

2. _____

Date

Botswana Examinations Council

TENDER RETURNABLE DOCUMENTS	TENDER SCHEDULES RECORD OF ADDENDA TO TENDER DOCUMENTS
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We confirm that the following communications received from the Procuring Organisation before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Bidder

Botswana Examinations Council

**TENDER
RETURNABLE DOCUMENTS**

**TENDER SCHEDULES
PROPOSED
SUBCONTRACTORS /
SUBCONSULTANTS**

We notify you that it is our intention to employ the following Subcontractors / Sub consultants 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 / Sub consultants. 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

Bidder

Botswana Examinations Council

**TENDER
RETURNABLE DOCUMENTS**

**TENDER SCHEDULES
QUALITY PLAN**

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

Botswana Examinations Council

TENDER RETURNABLE DOCUMENTS	TENDER SCHEDULES EXPERIENCE OF BIDDER
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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

Bidder

Botswana Examinations Council

**TENDER
RETURNABLE DOCUMENTS**

**TENDER SCHEDULES
PRODUCTS & SERVICES**

The following are lists of products and/or licenses that will be required for the delivery of the services:

Quantity	Description

Attach additional pages if more space is required.

Signed

Date

Name

Position

Bidder

Botswana Examinations Council

CONTRACT

Supply of Computers for the Botswana Examinations Council

CONTRACT

PART 1: AGREEMENTS AND CONTRACT DATA

Form of Offer and Acceptance

Contract Data

Forms of Securities

Performance security- demand guarantee

PART 2: PRICING DATA

Pricing Instructions

Activity Schedule / Bill of Quantities

PART 3: SCOPE OF WORK

Scope of work

Botswana Examinations Council

**CONTRACT PART 1
AGREEMENTS & CONTRACT
DATA**

**FORM OF OFFER AND
ACCEPTANCE**

Offer

The Botswana Examinations Council, P Bag 0070, Gaborone, has solicited offers to enter into a contract for:

Supply of Computers for the Botswana Examinations Council

The bidder, 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 bidder 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.

This Offer, of which the bidder has signed one original, may be accepted by the Procuring Organisation 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 bidder before the end of the period of validity stated in the Tender Data, whereupon the bidder 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 bidder:

Signature(s)

Name(s)

Capacity

(Insert name and address of organisation)

Name &
signature of
witness

Date

Acceptance

By attaching the signature of a duly authorised representative to this part of this Form of Offer and Acceptance, the Procuring Organisation accepts the bidder's Offer. In consideration thereof, the Procuring Organisation 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 bidder's Offer shall form an Agreement between the Procuring Organisation and the bidder upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the Contract, are contained in:

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

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the bidder and the Procuring Organisation 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 bidder shall within one week of receiving a fully executed original of this Agreement, including the Schedule of Deviations (if any), contact the Procuring Organisation'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 bidder receives one fully executed original of this document, including the Schedule of Deviations (if any). Unless the bidder (now Contractor, Consultant or Supplier) within five days of the date of such receipt notifies the Procuring Organisation 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 Botswana Examinations Council

Signature(s)

Name(s)

Capacity

(Insert name and address of organisation)

Name &
signature of
witness

Date

Schedule of Deviations

Note:

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

1 Subject _____

Details _____

2 Subject _____

Details _____

3 Subject _____

Details _____

4 Subject _____

Details _____

5 Subject _____

Details _____

6 Subject _____

Details _____

By affixing the signatures of the duly authorised representatives below, the Procuring Organisation and the bidder 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 bidder and the Procuring Organisation 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 Botswana Examinations Council

Signature(s)

Name(s)

Capacity

(Insert name and address of organisation)

Name &
signature of
witness

Date

Botswana Examinations Council

**CONTRACT PART 1
AGREEMENTS & CONTRACT
DATA**

**FORMS OF SECURITIES
PERFORMANCE SECURITY –
DEMAND GUARANTEE**

Title of the Contract **SUPPLY OF COMPUTERS for the Botswana Examinations Council**

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

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

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

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

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

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

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

Date _____ Signature(s) _____

Botswana Examinations Council

**CONTRACT PART 2
PRICING DATA****PRICING INSTRUCTIONS**

Bidders should provide costing for each of the products. The phases in the table below are intended as a **guideline**. However, the bidders summary pricing schedule should conform to this format and be consistent with their Technical Bid. **NB only deliverables should be included.**

Example Summary Pricing Schedule

Cost Element	Total Cost (BWP)
17" TFT Monitor	
Optical Mouse	
Sub-Total:	
Installation and Configuration	
Sub-Total: (Installation and Configuration)	
Other fees	
Software licenses	
Sub-Total: (Other fees)	
TOTAL COSTS:	
VAT 12%:	
GRAND TOTAL:	
Delivery Period in Days	

1. All costs must include VAT, withholding Tax and all applicable taxes. The tax laws of Botswana will apply where applicable.
2. All prices must be quoted in Botswana Pula (BWP)
3. Quoted prices are to be valid for a period of at least 180 days.
4. Payments will be made in accordance with agreed payments schedules.
5. All prices should be fixed where possible. Where a variable cost is included it should be estimated as the maximum to be charged, Payments will be made based on actual cost incurred up to the amount stipulated in the pricing schedules.

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**CONTRACT PART 3
SCOPE OF WORK****SCOPE OF WORK:
SUPPLIES CONTRACT****Definitions of Terms and Abbreviations**

The following table shows the important acronyms, abbreviations and definitions of terms used in this document:

BEC	Botswana Examinations Council
Bid	A response submitted by the bidder
BWP	Botswana Pula
CV	Curriculum Vitae
FS	Financial Score
ITT	Invitation To Tender
ICT	Information and Communications Technology
LP	Lowest Price
QA	Quality Assurance
Customer	Botswana Examinations Council
Supplier	The supplier selected to carry out the work stated in this document
Tender Documents	The Invitation to Tender and draft contract agreement
Bidder	A company that has submitted a bid in response to this tender as a sole bidder or as a lead company of a consortium of companies or in a joint venture /partnership with other companies

1 Purchaser's objectives

The purpose of this Invitation to Tender is to invite suitably qualified and experienced suppliers of ICT equipment to supply such equipment at BEC as listed in the below tables in section 3, Extent of the Supplies.

2 Overview of the Current Status

Currently BEC has equipment such as personal desktops, laptops, printers, projectors some of which are obsolete and need to be replaced. BEC is an established parastatal and is taking initiatives to be able to serve its employees, customers and stakeholders better and move with the changing and challenging technological needs. As a growing organization as well, BEC continues to grow its human resource and there is greater need to issue them with equipment for their day to day use. The Directorate of ICT as a support service to the whole organization needs to ensure that all employees have up to date working ICT equipment whenever they need it. It is for this reason that BEC, through the Directorate of ICT wishes to purchase the equipment as detailed in this tender document.

3 Extent of the supplies

This section details out the deliverables and scope of work for the bidder. Note that the products required must be of equal specification or higher otherwise the bidder would be disqualified for not complying. The scope of the work involves the following:

LOT A

ITEM	REQUIREMENTS SPECIFICATIONS	QUANTITY
PERSONAL COMPUTERS	<ul style="list-style-type: none"> • Processor: Intel dual-core 3.0 GHz or Above • Operating system: Microsoft Windows 7 Business Edition 64Bit SP 2 with the latest patches • Memory: 2GB • Graphics Card: 1GB • Hard Drive: SATA 150GB • I/O Ports: I Serial, II Parallel, PS/2, I RJ45, RJ II, I Stereo line-in and head phone line-out jack, microphone connector, USB 2.0 Ports • Sound: Internal Stereo Speakers • Networking: 10/100/1000 Gigabit Ethernet, Wireless, Bluetooth • Display: 17" TFT Display (LCD color monitor_ • Keyboard and Optical Mouse • Desktop Orientation • Optical Drives: DVD+/- RW, Media Card Reader 	60 (SIXTY)

4 Specific requirements

4.1 Defects Liability Period

The Supplier shall guarantee all supplied items, workmanship and materials provided for a Defects Liability period of at least 12 calendar months from the date of installation.

If 12 calendar months is not available, state the warranty period offered.

4.2 Design Faults

The Supplier shall guarantee all Hardware and Software Design faults for a period of 12 calendar months from the date of installation. Any faults identified during this period shall be repaired free of charge.

Design Faults shall also include improvements to overcome reliability problems in both hardware and software systems. These improvements shall also be provided free of charge during this period.

If twelve calendar months is not available, state the warranty period offered.

4.3 Modification/Amendment period

The Supplier shall modify free of charge any problems that occur in the workmanship for a period of two years. These amendments will be carried out within five days of receipt of the complaint or within five working days of notification of the fault.

The Supplier shall, if requested, provide both operational and technical on-site support, until the end-users' support staff have acquired the necessary skills. The Supplier shall also provide support for

operational and technical problems as well as support for future enhancements.

The Supplier shall provide hardware, software and operational support. This shall include problem solving, upgrades and enhancements to their systems. Supplier shall give details on how they intend to provide this support, together with information on any emergency arrangements.

If twelve calendar months is not available, state the warranty period offered.

4.4 Repair and Replacement Time

The Bidder shall replace or repair free of charge, any defects that occur in the equipment, material or workmanship for a period of 12 months or the period of equipment warranty, whichever is the greater.

Repairs will be carried out within five days of receipt of the defective equipment or within five days of notification of a defect in the equipment, workmanship or materials.

4.5 Proof of purchase

Bidders will be required to keep track of warranties of equipment sold to the Botswana Examinations Council. If a warranty claim is rejected, the onus will be on the Bidder to prove that the warranty has not expired.

4.6 Standards

All equipment specifications in Invitation To Tender are to be treated as the minimum requirement. Manuals, license cards and the appropriate media (diskettes or CDs) must be provided for every copy of software supplied, including the operating system.

4.7 Software Media

Unless specifically stated, all software should be provided on CD media if available. All software is to be the latest version and to include tutorials where available.

5. Delivery

Bidders must adhere to and be able to supply within the agreed time period.

BEC reserves the right to cancel the purchase order assigned to the bidder at any time should the bidder fail to supply within the agreed time period. In case the purchase order is cancelled then the costs incurred will be borne by the bidder and under no circumstances shall the bidder be eligible for any payment or damages from BEC.

All queries regarding delivery should be directed in writing to the contact person identified in this Tender Document.

6 Format and Content of Responses

Bids should be concise, to the point and address all issues raised in this Invitation to Tender document. The strength of the bidder, methodology, cost and personnel proposed will be key factors in the selection process. Bidders should not alter the formats given in the annexure when submitting the bid. The forms listed under Returnable Documents are to be supplied in addition to the following.

6.1 Bid

Bids must include the following items preferably in this order:

Response Form and supporting documents

Company Profile

Management Summary

Proposed Project Team

Details of References

Quality Assurance

6.1.1 Company Profile

Bidders should list the names and registered shareholding of **All Company Directors** including those of any subsidiary companies

Bidders should highlight the capability of the organisation to undertake this project and list any similar assignments which have been successfully undertaken in the past.

Bidders should also provide an overview of the company structure including any subsidiary companies, holding companies and financial backers. A description of the history of the company, including growth and number of staff, should be provided. Information relating to turnover and profits should also be provided for the last three financial years, preferable in the following format:

	2006-07	2007-08	2008-09
Annual turn over			
Annual net profit			
Annual tax return			

If the bid is from a consortium, joint venture, partnership or subcontracting, the information should be included for each of the companies to be involved in the project

Bidders should note that companies who have successfully implemented projects relating to examinations processing systems will have an added advantage.

6.1.2 Bidder's requirements

Bidder must state their requirements for the commencement of work.

6.1.3 Reference Project Details

The bidder is required to provide at least three references relating to work of a similar nature and comparable in size to this project. Each reference should include the following information as a minimum:

Project Name

Project Value (specify currency)

Length of project and whether contractual completion date was met

Name, address and other relevant particulars of the client

Name, position and contact details of the client principal contact

Nature and scope of the assignment

Personnel involved in the project and their roles.

6.1.6 Appendices

Documents which cannot be incorporated in the body of bid should be assembled and indexed and then included in the appendices of the bid. Bidders are free to provide any further information should they wish to do so.

7 Key Personnel

Bidders are required to provide detailed Curriculum Vitae of each member of the proposed project team.

Bidders should provide detailed information according to the guidelines given below using the format given in Annexure 4, and not in a format of their choice. Bidders are required to provide the following information about each member of the proposed project teams:

- 1 Name and date of birth;
- 2 Nationality and Identification Number (Omang for Botswana citizens or Passport Number for others);
- 3 Qualifications;
- 4 Formal Educational Qualifications (Type, Institution, Month and Year, Grade/Class/Division);
- 5 Professional Qualification (Type, institution, Month and Year, Grade/Class/Division);
- 6 Details of Experience in reverse chronological order (name of the organization, period of employment, detailed description of experience, post(s) held, roles played in specified projects);
- 7 Previous assignments similar to this project;
- 8 Details of other skills and competencies.

8 Quality plans and control

Bidders are required to outline their Quality Management and Quality Assurance methodologies and how they would be implemented in relation to the project. The following areas should be covered in this section:

How the work is going to be completed to the required standard, within the project cost and on time.

How quality management is to be ensured during the project.

How contract performance guarantees are to be monitored.

What problems may occur in conducting the work, and how such problems can best be avoided.

9 Tender Schedule

The Tender follows a procedure outlined below.

	<table border="1"> <tr> <td data-bbox="418 185 1262 264" style="text-align: center;"><u>ACTIVITY</u></td> </tr> <tr> <td data-bbox="418 264 1262 327" style="text-align: center;"><i>Issue ITT</i></td> </tr> <tr> <td data-bbox="418 327 1262 389" style="text-align: center;"><i>Tender Briefing Meeting (Pre Bid), where applicable</i></td> </tr> <tr> <td data-bbox="418 389 1262 452" style="text-align: center;"><i>Tender Closing Date</i></td> </tr> <tr> <td data-bbox="418 452 1262 515" style="text-align: center;"><i>Evaluation of Responses</i></td> </tr> <tr> <td data-bbox="418 515 1262 577" style="text-align: center;"><i>Preferred Supplier approval by BEC Management</i></td> </tr> <tr> <td data-bbox="418 577 1262 640" style="text-align: center;"><i>Contract Negotiations</i></td> </tr> <tr> <td data-bbox="418 640 1262 703" style="text-align: center;"><i>BEC Tender Committee</i></td> </tr> <tr> <td data-bbox="418 703 1262 766" style="text-align: center;"><i>Tender Award</i></td> </tr> <tr> <td data-bbox="418 766 1262 828" style="text-align: center;"><i>Start Project</i></td> </tr> <tr> <td data-bbox="418 828 1262 891" style="text-align: center;"><i>Complete Project</i></td> </tr> </table>	<u>ACTIVITY</u>	<i>Issue ITT</i>	<i>Tender Briefing Meeting (Pre Bid), where applicable</i>	<i>Tender Closing Date</i>	<i>Evaluation of Responses</i>	<i>Preferred Supplier approval by BEC Management</i>	<i>Contract Negotiations</i>	<i>BEC Tender Committee</i>	<i>Tender Award</i>	<i>Start Project</i>	<i>Complete Project</i>	
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<p>10 Attachments</p> <p>Additional Conditions of Tender</p>													

11 Attachments

1. Additional Conditions for this Tender

1.1 Subcontracting

If the bidder acts as a lead consultant in a consortium, the lead consultant is encouraged to link with locally based firms to facilitate the incorporation of local knowledge, expertise and perspective in the assignment. The lead consultant will be responsible for overall quality control and the performance of the consortium.

If the bidder chooses to utilise a sub-contractor for the delivery of parts of the proposed solution, full details of the sub-contractor and the scope of the work to be performed should be disclosed in the bid.

In the event of a consortium, or group of companies jointly delivering a bid, full details of each of the legal entities involved and the legal contract between the parties will be required. The Form of Response must be completed for each of the legal entities involved.

In the event of a consortium or group of companies jointly delivering a bid or a bidder utilizing a sub-contractor, the name of the company that stands as a prime contractor should be clearly indicated in the bid. This company will be the signatory to any contract.

Any change in the constitution of the firm, etc. shall be notified forthwith by the contractor in writing to BEC Tender Committee, and such change shall not relieve any former member of the firm from any liability under the contract.

1.2 Amendments and Additions

BEC reserves the right to amend these document up to ten working days before the closing date, but undertakes to notify, within reason, every interested supplier thereof. Such notifications will be sent by fax or email to the registered bidders. The bidders should provide their correct contact details while downloading the tender documents from website or while collecting it from BEC.

1.3 Audience and Working Language

The intended audience for this document are IT/IS organisations with the capability and expertise to provide BEC with the specified services. The working language of BEC is English and all documents and correspondence must be in English.

1.4 Liability for Errors

BEC has taken every effort to ensure an accurate representation of the information in this tender and the related documents. However, the information is not guaranteed or warranted to be accurate nor is it necessarily comprehensive or exhaustive.

1.5 Confirmation of Confidentiality

By participating in this invitation to tender, bidders must agree to treat all documentation and information provided by BEC with necessary confidentiality. Suppliers must undertake not to divulge any such information to third parties or external organisations unless the third party is subcontracted to provide services with specific regard to this ITT or subsequent contract. Supplier should not use this information for purposes other than for this project without the express permission of BEC.

Similarly, BEC undertakes to treat any information submitted by suppliers with due confidentiality.

1.6 Contract Conditions and Rules

Contract negotiations with the preferred supplier will be held in Botswana. The aim of these meetings will be to agree on all aspects of the project and sign a contract. The costs of contract negotiations incurred by the supplier will not be borne by BEC.

The contract negotiations will include a discussion of the technical and financial proposal, the proposed methodology, staffing and any suggestions made by the supplier to improve the terms of reference. BEC and the successful supplier will then work out the final terms of reference, deliverables and other project logistics.

It is envisaged that a Memorandum of Agreement will govern the contract between BEC and the successful supplier, and controlled against a combination of Project Deliverables, Project Reports, Work Authorisations and Service Level Agreements for the various services that will be rendered. The successful supplier will then be required to produce a Project Initiation Document (PID) that will incorporate the agreed detailed project plan and detailed deliverables.

In the event that a contract cannot be successfully negotiated within a period of thirty working days, BEC, at its sole discretion, may terminate the negotiations with the first preferred supplier and enter into contract negotiations with the next preferred supplier or any other supplier or terminate the awarding process.

All contracts, including financial management of the project, shall conform to the rules, regulations and standards of the Botswana Government. The laws of the Botswana Examinations Council shall apply.

1.7 Performance Bond

The successful bidder will be required to provide a performance bond of 10% of the total contract value. The terms and conditions of this requirement will be agreed as part of the contract agreement.

1.8 Penalty Clauses

The contract is to contain mandatory penalty clauses relating to delays in delivery of the goods and services.

1.9 Proprietary Interests

Proprietary interest on all deliverables produced by the company will belong to BEC.

1.10 Project Review and Control

Overall responsibility for the project will reside with a BEC Project Manager.

1.11 Payment Schedule

Payments will be made after each deliverable has been formally accepted by BEC. A detailed payment plan will be agreed during contract negotiations.

1.12 Code of conduct

The Consultant shall:

- a) exercise all reasonable skill, care and diligence in the discharge of its duties under this Agreement, and shall carry out all the responsibilities in accordance with both Government and international professional standards;
- b) provide all expert advice and skills normally required for the class of Services under this Agreement;
- c) in all professional matters, act as a faithful advisor to the Client and, in so far as any of its duties are discretionary, act fairly as between the Client and third parties;
- d) ensure that its staff, employees and attached specialists abide by the laws and customs of the Republic of Botswana at all times;
- e) be required to replace any of its Personnel, if the Client feels the Personnel concerned are not carrying out their duties in a manner which is in the best interests of the Client. The Client shall give

due reasons to the Consultant for such action, provided that the Personnel concerned were originally approved by the Client. No additional remuneration shall be made for replacing such Personnel;

- f) ensure that neither the Consultant, its Personnel nor the agents of either shall engage, either directly or indirectly, during the term of this Agreement, in any business or professional activities in the Republic of Botswana which would conflict with the activities assigned to it under this Agreement;
- g) The Consultant shall not be prevented or restricted by virtue of its relationship with the Client, from providing services to other clients subject to the terms and conditions of this Agreement.