



COPYRIGHT SOCIETY OF BOTSWANA (COSBOTS)

INVITATION TO TENDER

FOR

**PROVISION OF EXTERNAL AUDIT SERVICES
FOR THREE (3) YEARS (2026, 2027 AND 2028)**

Reference No. COS/EAS/001/2026-28

Floating Date: 22 January 2026

Tender Closing Date & Time: 20 February 2026 at 1200hrs (Local Time)

PROCURING ORGANISATION	AGENT
Copyright Society of Botswana Plot 93, Unit 1 Gaborone International Commerce Park Tel: +267 392 8055	Finance and Administration Department Copyright Society of Botswana Plot 93, Unit 1, Gaborone International Commerce Park, Gaborone, Botswana Tel: +267 392 8055 Email: tenders@cosbots.co.bw

Provision of External Audit Services for three (3) years (2026, 2027 and 2028)

Copyright Society of Botswana	Reference No. COS/EAS/001/2026-28	TENDERING PROCEDURES
--------------------------------------	--	-----------------------------

**PROVISION OF EXTERNAL AUDIT SERVICES
FOR THREE YEARS (2026, 2027 AND 2028)**

TENDERING PROCEDURES

- T1.1** Tender Notice and Invitation to Tender
- T1.2** Tender Data
- T1.3** Scope of Work
- T1.4** Standardised Conditions of Tender

Copyright Society of Botswana	TENDER TENDERING PROCEDURES	TENDER NOTICE AND INVITATION TO TENDER
-------------------------------	-----------------------------------	--

<p>Tender No. COS/EAS/001/2026-28</p> <p>PROVISION OF EXTERNAL AUDIT SERVICES FOR THREE YEARS (2026, 2027 AND 2028)</p>		
•	The Procuring Entity is Copyright Society of Botswana (COSBOTS).	
•	Tender offers are hereby invited for the Provision of External Audit Services for a period of three (3) years	
•	Procurement Method is: Open Domestic Bidding	
•	<p>Tenderers who are domiciled in Botswana must, in order to be considered for the award of the contract, be registered with the Public Procurement Regulatory Authority (PPRA) in the following categories:</p> <p>Code: 314 Finance Related Services Sub-code 06 Auditing Services</p> <p>Proof of Registration will be checked on PPRA website</p>	
•	<p>A non-refundable deposit of BWP 500.00 payable by cash or Electronic Fund Transfer (EFT) made out in favour of the Procuring Entity stated in the tender is required on collection of the tender documents. All payments should be paid at Copyright Society of Botswana Accounts office, Plot 93, Unit 1 Gaborone International Commerce Park prior to collection of the tender documents or through EFT at the following banking details:</p> <p>Bank Name: First National Bank Botswana (FNBB) Account Name: Copyright Society of Botswana (COSBOTS) Limited Account No: 62269996280 Branch Name: Gaborone Industrial Swift Code: FIRNBWGX Reference: COS/EAS/001/2026-28</p>	
•	The tender documents are to be shared via email upon receipt of Proof of Payment (PoP)	

•	Preference margins will be applied in line with Economic Diversification Drive
•	The Bid Submission Method is: A two-envelope submission , in which the financial offer from the tenderer is placed in one sealed envelope marked Financial Offer , and the technical offer is placed into a second sealed envelope marked Technical Offer , and both envelopes are placed into a third envelope which is securely sealed and clearly marked" COS/EAS/001/2026-28 PROVISION OF EXTERNAL AUDIT SERVICES FOR THREE YEARS (2026, 2027 AND 2028)"
•	<p>Submit one (1) original tender document marked "ORIGINAL" and 2 duplicate copies of the original document marked "COPY" in one sealed envelope clearly marked:</p> <p>"TENDER NO. COS/EAS/001/2026-28 PROVISION OF EXTERNAL AUDIT SERVICES FOR THREE YEARS (2026, 2027 AND 2028)" shall be delivered to:</p> <p>Copyright Society of Botswana Plot 93, Unit 1 Gaborone International Commerce Park Tel: +267 392 8055, Reception area.</p> <p>The name and address of the bidder should be clearly marked on the envelope.</p>
•	<p>Queries, clarifications and questions relating to the issuance of these documents may be addressed in writing no later than five (5) working days before tender closing date to:</p> <p>Email: tenders@cosbots.co.bw</p>
•	The closing date and time for receipt of sealed tender offers is 20 February 2026 at 1200 hours (Local time) .
•	Late, emailed, telephonic and faxed tender, offers will not be accepted.

The Public Procurement Regulatory Authority Standardised Conditions of Tender for Supplies shall apply to this procurement,

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

Treasurer, Finance Audit & Procurement Committee
For Board Chair

Copyright Society of Botswana	TENDERING PROCEDURES	T 1.2 TENDER DATA
--------------------------------------	-----------------------------	--------------------------

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

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

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

1.1 The Procuring Entity is **Copyright Society of Botswana**.

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

The Procurement Requirements: **PROVISION OF EXTERNAL AUDIT SERVICES FOR THREE (3) YEARS (2026, 2027 AND 2028)**

The Bid Submission Method is: **A two-envelope submission**, in which the financial offer from the tenderer is placed in one sealed envelope marked **Financial Offer**, and the technical offer is placed into a second sealed envelope marked **Technical Offer**, and

both envelopes are placed into a third envelope which is securely sealed and clearly marked" **TENDER NO. COS/EAS/001/2026-28 PROVISION OF EXTERNAL AUDIT SERVICES FOR THREE (3) YEARS (2026, 2027 AND 2028)"**

The Evaluation Method is: **Least Cost Selection Method**

1.2 The eligibility criteria for tenderers are:

Bidders who are domicile in Botswana must, in order to be considered for award of the contract:

1) Registered with the Public Procurement Regulatory Authority in the following categories:

Code: 314 Finance Related Services
Sub-code: 06 Auditing Services

Codes will be verified from the PPADB/IPMS website

2) Bidders with valid Tax Clearance or exemption thereof issued by Botswana Unified Revenue Services (BURS).

Confirmation of bidders' Tax Clearance shall be subject to online verification.

3) Joint Venture Agreement and Power of Attorney (if the bidder is Joint venture OR Partnership)

4) Completed Declaration Form for Tendering Purposes

5) Submit a CIPA company extract (Showing details of directors and shareholders & Beneficial owners)

6) Certified copy of Identity document of directors and shareholders, & Beneficial owners) (IDs)

7) Submission of fully completed and signed Certificate of Authority of Signatory

8) Confirmation of registration with BICA

Bidders who fail to submit the above-mentioned documents will be requested during the evaluation to submit them within 2-5 days of notification. Bidders will be notified through a telephone call, SMS, or email as an alert. The alert will be followed by letter. No responsiveness by the bidder shall result in disqualification of bid.

NOTE: THE COMPLETED FORM OF OFFER AND ACCEPTANCE SHOULD BE SUBMITTED IN THE FIRST INSTANCE WITHOUT FAIL, OTHERWISE THE BID SHALL BE DISQUALIFIED.

1.3 Queries or clarifications on the tender documents must be received by the Procuring Entity at least 5 working days before the closing date and time.

All clarifications sought are to be submitted in writing and delivered by hand, email or via facsimile to the employer's agent. Any oral representation which may be made during the pre-tender meeting to the site visit by the Employer's Agent will not take precedence of the contents of the Tender Document. Tenderers are thus to present any clarifications sought in writing to minimise any misunderstanding. All requests for clarification and resulting in addenda to the tender documents shall be distributed amongst all prospective tenderers.

1.4 The prices and rates are to be stated in **Botswana Pula**

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

**Copyright Society of Botswana
Plot 93, Unit 1
Gaborone International Commerce Park
Tel: +267 392 8055**

Identification details to be shown on each tender offer package are:

TENDER NO. COS/EAS/001/2026-28 PROVISION OF EXTERNAL AUDIT SERVICES FOR THREE (3) YEARS (2026, 2027 AND 2028)"

Name and address of the bidder on the reverse side of the envelope.

1.6 The closing time for submission of tender offers is: **20 February 2026 at 1200 hours (Local time).**

1.7 The applicable law is that of the Republic of Botswana

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

1.9 The tender validity period is **90 days**

1.10 The contract will be awarded in whole

Cost Evaluation Stage

1.11 Only technically compliant bids shall undergo cost evaluation to;

- (i) Correct arithmetical errors.
- (ii) Where applicable, convert tender offer amounts to a common currency; and
- (iii) Adjust pricing to compensate for deviations and errors.
- (iv) Perform price comparison in accordance with the pricing sheet
- (v) Assess reasonableness of quoted price based on market price, & the PPRA publicized Price Guide / Catalogue.
- (vi) Application of preference margins in line with EDD

1.12 Basis for Award

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

This tender shall be awarded as a whole

1.13 The number of paper copies of the signed contract to be provided by the Procuring Entity is 3

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

1. BACKGROUND

The Copyright Society of Botswana (COSBOTS) was established in Botswana and became fully operational in November 2011. It is mandated by the Copyright and Neighbouring Rights Act – CAP 68:02 of 2006, to monitor the usage of Copyright works - licence and collect royalties from users of copyright protected works, and to distribute the royalties to copyright owners. COSBOTS administers the rights of musical works, sound recordings, literary, visual arts, audio-visual, dramatic & theatrical works and other forms of artistic works exploited by users for commercial purposes.

2. OBJECTIVE

The objective of the audit of the Financial Statements (FSs) will be to enable the auditor to express a professional opinion on the FSs for the fiscal year, and on the soundness of the COSBOTS's internal systems of control and to;

- Assist growth of revenues collection by COSBOTS.
- Improve operational efficiency.
- Implement Corporate Governance best practices in the running of the

affairs of the company.

- Continuously make use of innovative solutions to deliver service.
- Ensure the company maintains a good brand and maintains its reputation as a good corporate citizen.

3. AUDITING STANDARDS

The Audit should be carried out in accordance with International Standards on Auditing (ISA) or national standards that comply with ISA in all material respects and should include such tests and auditing procedures as the auditor considers necessary under the circumstances.

4. SCOPE OF WORK

The auditor will:

- a. Carry out tests of transactions as necessary and will obtain an understanding of the entity accounting system, to assess its adequacy as a basis for the preparation of the COSBOTS and related project's financial statements and to establish whether adequate records have been maintained.
- b. Confirm that although responsibility for preventing irregularity, fraud, or the use of the COSBOTS resources for purposes other than as defined in the deed of trust, agreements with projects and in the Grant Agreement with donors, remains with the Board, the audit will be planned so as to have a reasonable expectation of detecting material misstatements in the entity financial statements.
- c. Carry out separate audits, issue separate reports and charge fees separately for;
 - i) COSBOTS
 - ii) COSBOTS projects.

C. INTERNAL CONTROL SYSTEMS

The auditor will conduct an in-depth and exhaustive review of the internal control systems to have sufficient knowledge of the procedures underpinning the systems, as contained in the various manuals of procedure or donor guidelines and agreements signed by COSBOTS. The auditor will assess the soundness and adequacy of the COSBOTS procedures, and whether those procedures are consistently applied by COSBOTS in the normal course of operations. The audit findings will be reported in the management letter as appropriate.

The above-defined scope does not in any way restrict the audit procedures or the

techniques that the auditor may wish to use in forming an opinion on the mentioned reports.

5. **FINANCIAL STATEMENTS (FSs)**

The Financial Statements (FSs) should include:

- a. A simplified *Balance Sheet, Comprehensive Income and Expenditure Statement, Statement of Fund Balances and Cashflow statement* reflecting the assets, liabilities, revenue and expenditure and funding of the COSBOTS based on accrual appropriate.
- b. A *Statement of Sources and Uses of Funds/Cash Receipts and Payments* which recognises all cash receipts, cash payments and cash balances controlled by the entity for this organisation; and separately identifies payments by third parties on behalf of the entity.
- c. The *Accounting Policies Adopted and Explanatory Notes*. The explanatory notes should be presented in a systematic manner with items on the Financial statements and Statement of Cash Receipts and Payments being cross-referenced to any related information in the notes.

6. **AUDIT REPORT**

The Auditor is expected to present two types of reports: Financial Statements with an opinion on the Financial Statements and a report on the internal control of the COSBOTS called a Management Letter for the different sets of audits.

The report on the Financial Statements will contain:

- i. A professional opinion on the financial statements and supporting schedules.
- ii. Accounting standards that have been applied indicating the effect of any deviations from those standards.
- iii. The audit standards that were applied.
- iv. The period covered by the opinion.

The Management letter will include the following topics/issues:

- a. An assessment of the COSBOTS's internal control system with equal emphasis on;
 - i. the effectiveness of the system in providing the program management with useful and timely information for the proper management of the program and;
 - ii. the general effectiveness of the internal control system in protecting the

assets and resources of the program.

- b. A description of any specific internal control weaknesses noted in the financial management of the program and the audit procedures followed to address or compensate for the weaknesses. Recommendations to resolve/eliminate the internal control weaknesses noted should be included.
- c. Compliance of the COSBOTS current operations with the activities proposed in the deed of trust, the work program and agreements signed with the donors.
- d. Areas of risk that need to be flagged out to the COSBOTS management and stakeholders.

Submission of the draft audit report should be one month after audit and the signed audit report should be within five months after year end.

7. GENERAL

The auditor will be given access to all legal documents, correspondence and any other information associated with COSBOTS that may reasonably be deemed necessary to enable him/her to undertake the audit. This will include, but not be limited to, a copy of the COSBOTS's previous Annual Audit Reports.

8. AUDITOR'S REQUIREMENTS

- a. The auditor must be completely impartial and independent from all aspects of management or financial interest in the entity being audited or those of its implementing/supervising agency or directly related entities. The auditor should not, during the period covered by the audit nor during the undertaking of the audit, be employed by, serve as director for, or have any financial or close business relationships with any senior participant in the management of the entity. Auditors will be required to disclose any relationship that might possibly compromise his/her independence.
- b. The auditor should be experienced in applying ISA. The auditor must employ adequate staff with appropriate professional qualifications and suitable experience with ISA including experience in auditing the accounts of entities comparable in size and complexity to COSBOTS.
- c. A Company Profile including Curriculum Vitae (CVs) for the partner of the firm of auditors who would be responsible for signing the opinion, together with the CVs of managers, supervisors and key personnel proposed as part of the audit team. CVs should include details on audits

carried out by the applicable staff, including ongoing assignments indicating capability and capacity to undertake the audit.

d. Financial Proposal

The External Audit Service will liaise with the internal auditors to optimise the audit services provided to the Institute.

EVALUATION METHOD

The procedure for evaluation of responsive tender is **Least Cost Evaluation Method**

EVALUATION STAGES

Evaluation will be carried out in three stages as outlined below.

STAGE 1 – COMPLIANCE

All bidders are required to submit the following:

- Tax Clearance Certificate or Exemption Certificate (will be verified online). Bidders must provide their Taxpayer PIN and Tax Clearance Certificate Number details; alternatively, a copy of the certificate may be submitted. The validity of the certificate will be verified online using the BURS e-services portal.
- PPRA Certificate Code

Code 314; Finance related services sub code; 06 Internal auditing Services

- Submit a CIPA company extract.
- Certified copy of Identity document/passports for company shareholders and Directors (IDs)
- Submission of fully completed and signed Certificate of Authority of Signatory.
- Completed Declaration Form for Tendering Purposes
- Valid BICA membership as an audit firm

In incidents that some compliance documents are missing, or incomplete ,bidders will be requested to submit the missing documents within 2-5 days during evaluation of tenders or within the time stated by the organisation. Failure to submit the missing documents within the communicated timelines will lead to disqualification

NB: Only bids that have met the requirements in stage 1 will be evaluated further.

STAGE 2 – TECHNICAL

The tenderer is required to familiarise themselves with the professional auditing practice which comply with International Standards on Auditing or national standards that comply with ISA, tender document should include the following components:

Internal control systems

Accounting standards
Financial Statements
Audit standards
Audit reporting

The following table shows the criteria which will be used. The criteria will be rated on a weighted scale as shown in the table below. In the case of a consortium or joint venture, the bids will be evaluated on the combined strength of the constituent companies involved.

Item under Evaluation	Maximum Marks
<p>Specific Experience in Audit services</p> <p>1 Company profile</p> <p>a) Experience (8 marks)</p> <p>Years of experience in similar projects</p> <p>0-3 years (1)</p> <p>>3-6 years (3)</p> <p>>6 -10 years (6)</p> <p>10 and more than (8)</p> <p>b) Track record (reference letters from reputable companies, parastatals, and notable private companies)</p> <p>Submit at least 3 written references of similar projects undertaken in the past six years (4 marks) for each reference</p>	20
<p>2 Core team competencies</p> <p>The tenderer is required to provide profiles of specified personnel to be deployed in the project in the following format.</p> <p>a) Curriculum Vitae</p> <p>b) Certified academic Certificates</p> <p>Lead Auditor</p> <p>a) Over ten years of professional experience (10)</p> <p>b) >8-10 years of working experience (8)</p>	25

<p>c)> 4-8 years of working experience (5) d) 0-4 years (2)</p> <p>Experience of Audit Manager</p> <p>a) Over ten years of working experience (10) b) 8-10 years of working experience (8) c) 4-8 years of working experience (5) d) 0-4 years of working experience (2)</p> <p>Team Qualifications</p> <p>Lead Auditor</p> <p>Master's degree in financial accounting and Fellow member of accounting professional body (2.5)</p> <p>Bachelor's degree in financial accounting and other related fields (1)</p> <p>Anything less than Degree =0</p> <p>Audit Manager</p> <p>Minimum qualification of Degree in other related fields</p> <p>Master's degree in financial accounting/ Chartered Accountant (2.5)</p> <p>Degree (1)</p> <p>Diploma (0)</p>	
<p>3. Audit Objectives, Plan and Methodology (40 Marks)</p> <p>Bidders are expected to show sound understanding of the subject matter, approach and key deliverables.</p> <p>(i) Analysis of scope of work (7) (ii) Audit plan and execution. (7) (iii) Risk Based Auditing (7) (iv) Approach to be taken to perform the audit. (7) (v) Audit reporting (7) (vi) Quality control (5)</p>	40

Monitoring Detail annotation on how the tenderer is going to follow-up audits and report as determined by management and the Audit Committee.	10
Deliverables	5
TOTAL MARKS (Maximum possible marks)	100

The cut off for progression to Stage 2 is a minimum score of 75.
Note: Bidders should score Minimum 75/100 marks to qualify to go for next stage of Cost evaluation.

STAGE 3-FINANCIAL

The financial bids of the bidders who qualified at Stage 2 will be opened at this stage.

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

- (a) Check arithmetic errors-Tenderers will be notified in writing of any errors and asked if they wish to stand by their original bid
- (b) Compare evaluated bids

The lowest priced bid, which is qualified, compliant, and responsive shall be the best evaluated bid and shall be recommended for award of contract.

- Note: the prices quoted shall be all inclusive costs and delivered duty and insurance paid to the named address stipulated in this tender, and will include costs such as customs, transportation to the location, insurance, packing, labelling, erection, inclusive of all taxes, both direct and indirect, or any other costs or fees that may be necessary today.
- The procuring entity does not bind itself to accept the lowest or any bid and reserves the right of accepting a tender either in whole or in part as regards to any one or more of the item descriptions

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

$$FS = 25 \times LP / P$$

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 25 points. The financial scores (FS) of the other financial bids will be computed using the formula above.

The tender will be awarded to a bidder with the highest combined score (technical and financial)

PREFERENCES

The Presidential Directive CAB II (A) on Economic Diversification Drive (EDD) and Local Procurement Scheme (LPS) shall apply on this tender.

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 Agreements & Contract Data

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

Part B-2 Pricing Data

- Pricing Instructions
- Price Schedules

Part B-3 Scope of Supplies

- Specifications

Communication & Procuring Entity's agent

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

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

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

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

2 TENDERER'S OBLIGATIONS

The tenderer shall comply with the following obligations:

Eligibility

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

Cost of tendering

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

Check documents

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

Confidentiality & Copyright of documents

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

Standardised specifications and other publications

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

Acknowledge addenda

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

Seek clarification

2.7 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

2.8 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

2.9 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*.

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

2.11 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.

2.12 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

2.13 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

2.14 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.

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

Submitting a tender offer

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

2.17 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

2.18 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.

2.19 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.

2.20 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.

2.21 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.

2.22 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.

2.23 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*.

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

Closing date and time

2.25 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**.

2.26 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

2.27 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*.

2.28 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

2.29 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

2.30 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 the 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.

2.31 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.

2.32 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 for 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 Public Procurement Regulatory Authority (PPRA Form 1).

Non-disclosure

3.6 Shall not disclose to tenderers, or to any other persons not officially concerned with the procurement process including the evaluation stage, information relating to the procurement process in general, evaluation 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 other tenderer with the intent to influence the award of the contract. Upon such determination the matter shall be further referred for investigation to be carried out by the competent authority.

Clarification of Tender Offers

3.8 Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

Examination and Evaluation of Tender Offers

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

Least Cost Selection- Supplies Evaluation Method

Stage One - Preliminary Examination

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

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

(b) The completeness in accordance with the Returnable Documents Annex to the tender document of a tender and its responsiveness to the terms of the tender document.

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

Test for responsiveness

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

- Detrimentally affect the scope, quality, or performance of the supplies identified in the Contract,
- Change the Procuring Entity's or the tenderer's risks and responsibilities under the Contract, or
- Affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Non- responsive tender offers

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

Stage Two-Technical Evaluation

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

Stage Three-Cost Evaluation

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

- (i) Perform price comparison in accordance with the pricing sheet, if any;
- (ii) Correct arithmetical errors;
- (iii) Where applicable, convert tender offers 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 schedule of quantities or schedule of prices applies and there is an error in the line item total resulting from the product of the unit price and the quantity, the unit price shall govern and the total shall be corrected. • Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices, if any, will be corrected. The corrected tender price will be communicated to the tenderer. The tenderer may not change the corrected tender price.

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

Convert tender prices to a common currency

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

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

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

Determination of a responsive tender offer's Comparative Offer

3.19 Taking into account *clauses 3.15, 3.16, 3.17 and 3.18 of the Conditions of Tender* for each responsive tender offer, determine its Comparative Offer.

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

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

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

3.21 For each responsive tender offer whose Comparative Offer has been determined in accordance with *clause 3.19 of the Conditions of Tender*, determine (i) its eligibility for the preference(s) claimed and establish the corresponding weight(s) for the Category of preference (W_p); (ii) the Evaluated Comparative Offer (E_{co}) and; (iii) the ranking in the manner below:

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

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

Where:

E_{co}= Evaluated Comparative Offer

P = the Comparative offer under consideration

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

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

Insurance provided by the Procuring Entity

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

Acceptance of tender

3.23 Notify the successful tenderer of the Procuring Entity's acceptance of his tender offer by completing and returning one copy of the Form of Offer and Acceptance

before the expiry of the validity period stated in the Tender Data or agreed additional period. Providing the Form of Offer and Acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the Procuring Entity and the successful tenderer as described in the Form of Offer and Acceptance.

Notice to unsuccessful tenderers

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

Prepare contract documents

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

- addenda issued during the tender period,
- inclusion of some of the Returnable Documents,
- other revisions agreed between the Procuring Entity and the successful tenderer, and

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

Issue final contract

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

Provide copies of the contracts

3.27 Provide 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.

Copyright Society of Botswana	RETURNABLE DOCUMENTS	List of Returnable Documents
-------------------------------	----------------------	------------------------------

List of Returnable Documents

The tenderer must complete the following returnable documents:

1. Returnable Documents required for tender evaluation purposes

T2.2 GA	CERTIFICATE FOR AUTHORITY OF SIGNATORY
T2.2 GL	EXPERIENCE OF TENDERER
T2.2 GM	DECLARATION FORM FOR TENDERING PURPOSES
T2.2 GK	CURRICULUM VITAE OF KEY PERSONNEL
C1.1	FORM OF OFFER AND ACCEPTANCE

2. Other documents required for tender evaluation purposes

- Tax Identification Number (tin) and Tax Clearance Number (TCC) or Exemption thereof issued by Botswana Unified Revenue (BURS). These are to be verified online.
- Public Procurement Regulatory Authority (PPRA) contractor registration [to be verified on the Integrated Procurement Management System (IPMS)].

Where the Accounting Officer approved for participation of foreign companies, they must submit document defining the constitution or legal status, place of registration and principal place of business

3. Returnable Documents that will be incorporated into the contract

C1.1 Form of Offer and Acceptance
 C2.2 Pricing Schedule/Schedule of Quantities

4. Other returnable documents that will be incorporated into the contract

Contract Data provided by the provider

Pricing schedules

Copyright Society of Botswana	TENDER RETURNABLE DOCUMENTS	TENDER SCHEDULES CERTIFICATE OF AUTHORITY OF SIGNATORY
--	--	---

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

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

A. Certificate for company

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

B. Certificate for partnership

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

NAME	ADDRESS	SIGNATURE	DATE

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

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

C. Certificate for Joint Venture

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

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

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

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

D. Certificate for sole proprietor.

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

E. Certificate for other.

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

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

COMMISSIONER OF OATHS

CAPACITY:

Copyright Society of Botswana	RETURNABLE DOCUMENTS	TENDER SCHEDULE: T 2.2 GL EXPERIENCE& TECHNICAL CAPABILITY OF TENDERER
----------------------------------	-------------------------	--

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

Procuring Entity, contact person and telephone number.	Description of contract	Value supplies	Date complete d

Signed

Date

Name

Position

Tenderer

Copyright Society of Botswana	TENDER RETURNABLE DOCUMENT	DECLARATION FORM FOR TENDERING PURPOSES
--------------------------------------	-----------------------------------	--

Declaration to establish that Directors, Shareholders, Beneficial Owners, Partners, Members have not participated through any other bid for the same tender.

PART A

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

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

of:
(Name of Entity)

of:
..... (Postal/physical address)

that, in connection with the enclosed tender,

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

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

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

DIRECTORS/BENEFICIAL OWNERS /MEMBERS/ PARTNERS NAME and/OR	CAPACITY IN ENTITY	NATIONALITY	PERCENTAGE OF SHAREHOLDING
---	---------------------------	--------------------	-----------------------------------

	<i>Other (Please Specify)</i>			<i>NG</i>
1			
2				
3				
4				
5				
6				
7				

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

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

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

I further acknowledge that should any of the directors, partners, and shareholders, members/administrators / Beneficial Owners /(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/ Beneficial Owners/ 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 entity or its agents, except as may be permitted in the relevant "instructions to tenderers" or by law.

The Company/Partnership/ *Society*/Joint Venture/ Private Foundation/Statutory Body/(others please specify), through its agents, employees, partners, Beneficial Owners, members, administrators and/or directors has not paid or offered to pay any consideration, favour or promise to any member of the procuring entity or its agent except as may be permitted in the relevant "instructions to tenderers" or by law.

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

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

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

SIGNED: NAME:

DATED:

.....
Entity

Stamp

PART B

1. Declaration to establish Eligibility for Reservation and Price Preferences for Citizen 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.

Definition

4. The following definitions shall apply to this declaration:

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

Beneficial owner: 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.

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

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

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

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

i.

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

ii.

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

ii.

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

iv.

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

6. Undertakings

The Tenderer confirms that it is a Citizen contractor/company and undertakes to remain a Citizen Contractor for the duration of the Contract.

7. Sanctions relating to reserved treatment

Any changes in Ownership or Control which violate the definition of a Citizen Contractor shall be sufficient reason for the Procuring Entity to terminate the Contract.

8. All the Beneficial Owners, directors, partners, and shareholders, members/administrators / (others please specify) of (Name of company) have read this declaration and agree to its contents.

a) All the Beneficial Owners, Directors / Partners, and shareholders, members/administrators / (others please specify) hereby give consent and verification of the information provided above and understand that this may include but is not limited to the verification of assets, liabilities, accounts, bonds and undertake to notify the competent authorities of any change to the

information provided in this Declaration within seven (7) days of such occurrence.

b) I understand and declare that each matter here deposed to is essential for the tender validity of (Name of company)'s

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

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

COMMISSIONER OF OATHS

CAPACITY:

Copyright Botswana	Society of	TENDER RETURNABLE DOCUMENTS	TENDER SCHEDULES CURRICULUM VITAE OF KEY PERSONNEL
-------------------------------	-----------------------	--	---

Tenderers are required to provide a list of Key Personnel, clearly indicating their roles on the project, accompanied by a detailed CV as outlined below.

Name:	Date of Birth:
Profession:	Nationality:
Current Position:	Years with the
company:	
<u>Qualification and Experience</u>	
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 qualification and experience.	
<hr/> Date: _____	
(Signature)	

CONTRACT

PART 1: AGREEMENTS AND CONTRACT DATA

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

PART 2: PRICING DATA

- C2.1 Pricing Instructions

- C2.2 Price Schedules

PART 3: SCOPE OF WORK

- C3 Scope of work

Copyright Society of Botswana	CONTRACT PART 1 AGREEMENTS CONTRACT DATA	C1.1 FORM OF OFFER AND ACCEPTANCE
--------------------------------------	---	--

Offer

The Procuring Entity, Copyright Society of Botswana- Private Bag BO75, Gaborone, has solicited offers to enter into a contract for the:

PROVISION OF EXTERNAL AUDIT SERVICES FOR THREE YEARS (2026, 2027 AND 2028)

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.

The total of the amount tendered for is -----

Pula, (in words):

P----- (in figures).
period.....days/weeks. Delivery

This Offer, of which the bidder has signed one original, may be accepted by the Procuring Department 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 Supplier, in the Conditions of Contract identified in the Contract Data.

For the Bidder:

Name of bidder ----- signature -----

Capacity	Company stamp
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 Department accepts the tenderer's Offer. In consideration thereof, the Procuring Department shall pay the Contractor, (or the Consultant or the Supplier as the case may be) the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an Agreement between the Procuring Department and the tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the Contract, are contained in:

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

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 Department 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.

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 Department 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 Department

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 Entity prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. In the event of conflict between the contents of this Schedule of Deviations and any other list or record of tender stage amendments or addenda, this Schedule shall take precedence.

1 Subject _____

Details _____

2 Subject _____

Details _____

3 Subject _____

Details _____

4 Subject _____

Details _____

5 Subject _____

Details _____

6 Subject _____

Details _____

By affixing the signatures of the duly authorised representatives below, the Procuring Entity and the tenderer both agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any changes to the terms of the Offer agreed by the tenderer and the Procuring Entity during this process of Offer and Acceptance.

It is expressly agreed that no information, documentation or communication not listed in the Schedule of Deviations shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the tenderer:

Signature(s)

Name(s) _____

Capacity _____

(Insert name and address of organisation)

Name &
signature of
witness _____ Date _____

For the Procuring Entity:

Signature(s)

Name(s) _____

Capacity _____

(Insert name and address of organisation)

Name &
signature of
witness

Date

Copyright Society of Botswana	CONTRACT	C 1.2 GENERAL CONDITIONS FOR SUPPLIES CONTRACT
--------------------------------------	-----------------	---

Definitions and interpretations

- 1 In these conditions, except where the context otherwise requires:

“Articles” means all Articles, plant, equipment, materials, items and service which the Provider is required under the Contract to supply;

“Procuring Entity” means the Government of Botswana.
- 2 Any notice or other communication whatsoever which the Procuring Entity is required to give or make to the Provider in terms of the Contract shall, without prejudice to any other method of giving or making it, be sufficiently given or made if it is sent by post in a letter addressed to the Provider at the last known place of abode or business of the Provider and if the letter is not returned through the post undelivered, such notice or communication shall be deemed for the purpose of the Contract to have been given or made at the time at which the letter would in the ordinary course of post have been delivered.

Law of Contract

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

Transfer and assignment

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

Warranty

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

Insurance

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

Quality

- 7 The Articles delivered shall be of the quality, standard or specification

described in the Contract and where samples form part of the Contract shall in all respects conform to sample.

- 8 All Articles, materials, workmanship or services covered by this Contract shall be the subject of the Procuring Entity's inspection and test all times before, during or after manufacture. The Provider shall furnish without extra charge all reasonable facilities and assistance for safe and convenient inspection or test required by appointed Inspectors. Such inspections may be carried out on the Provider's premises or at such other place as deemed appropriate by Inspectors. The Procuring Entity shall have the right to reject or, at its discretion, to require the correction or replacement of Articles, materials, workmanship or services which are defective or do not conform to the specified requirements of this Contract. All rejects shall be held at the Provider's risk and expense including all transportation and handling costs until returned to or collected by the Provider. All rejects shall be replaced or rectified and made good at the Provider's expense within the replacement period to the full satisfaction of the Inspectors and in conformity with the standards, specification or samples specified in this Contract.

Rejection for inferior quality

- 9 Should the Articles or any portion of them offered or delivered by the Provider be reasonably rejected by the officer to whom the Provider has been ordered to deliver them, as not being equal to the quality, standard or specification Contracted for, or as being of a quality inferior to that of the samples where samples form part of the Contract, the Provider shall forthwith at his own expense remove the rejected Articles and shall within the replacement period replace them with a like quantity of Articles which meet the specified requirements.
- 10 In the event of the Provider failing to remove such rejected Articles within one (1) *day of notification of the rejection the Procuring Entity shall be at liberty to return them at the Provider's risk, the cost of carriage being recoverable from the Provider.
- 11 In the event of a rejection of any of the Articles whereby the Provider considers himself aggrieved *he may, within eight (8) days of the receipt of notification of rejection and before such Articles have been removed, give the Procuring Entity notice of objection. It shall be a condition precedent to consideration by the Procuring Entity of the Provider's objection that the Provider shall have given notice of his objection within the said time. If the Provider gives notice as aforesaid the Articles shall not be removed until the Procuring Entity so directs.

Title to draw specifications

- 12 The Procuring Entity shall at all times have title to all drawings and specifications furnished by the Procuring Entity to the Provider and intended solely for use in connection with this Contract. The Provider shall use such drawings and specifications only in connection with the Contract and shall

not disclose such drawings and specifications to any person, firm or company other than those authorised by Procuring Entity or to the Provider's employees, sub-Contractors or Procuring Entity Inspectors. The Provider shall upon the Procuring Entity's request or on completion of the Contract promptly return all drawings and specifications to the Procuring Entity.

Liquidated Damages for late delivery

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

Alteration of specifications etc.

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

Quantities

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

Minimum Quantities

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

Packages

17 Unless otherwise provided by the Contract: -

- i) 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.
- ii) All containers (including packing cases, boxes, tins drums and wrappings) supplied by the Provider shall be considered as non-returnable, and their cost having been included in the Contract price.

Marking

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

Price

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

Price Variation

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

Delivery Notes / Invoices

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

Payment Terms

22 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in **the Contract Data**. The Provider's request for payment shall be made to the Purchaser in writing accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents required and upon fulfillment of all other obligations stipulated in the Contract. Payments shall be made promptly by

the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Provider, and after the Procuring Entity has accepted it. Delayed payments shall attract an interest rate of 2% per annum.

Indemnity

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

Gratuities/Remuneration etc

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

Extension of Time

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

Termination of Contract

26 In case the Provider shall be in breach of any of the terms and conditions of this Agreement, or shall on any occasion fail in the due and punctual supply of any of the Articles to be supplied under the Contract, or shall repeatedly offer any article of an inferior quality to that Contracted for, or at any time fail to replace such Articles when properly rejected the Provider shall be deemed to have failed in the due performance of the Contract and the Procuring Entity shall be at liberty by notice in writing or otherwise to terminate the Contract, but without prejudice to the Procuring Entity's rights of retention and recovery in respect of any loss or damage sustained.

Performance Security

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

Contract Data.

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

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

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

Force majeure

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

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

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

Settlement of Disputes

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

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

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

Notwithstanding any reference to arbitration herein,

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

Copyright Society of Botswana		CONTRACT PART 2 PRICING DATA	PRICING INSTRUCTIONS
1	PRICE The unit price shall be quoted inclusive of the cost of Packaging, Insurance, Transportation, Labour costs, Material costs and Overheads and the net of all discounts being allowed and should include delivery to COSBOTS.		
2	CURRENCY AND PAYMENT <ul style="list-style-type: none"> a) The prices and rates are to be stated in Botswana Pula or any other convertible currency. b) Goods originating from Botswana must be quoted for and paid in Botswana Pula only. c) Payment to local contractors shall be based on the relevant exchange rates of Botswana Pula prevailing on the date of closure of the tender. The rates to be used will be that of Bank of Botswana. 		
3	VALUE ADDED TAX (VAT) <ul style="list-style-type: none"> a) All prices shall be exclusive of VAT except on the Grand Total. b) VAT exclusion on the Grand Total by VAT registered bidders shall render the bid non-compliant and not fit for consideration for award. 		
4	FOREIGN EXCHANGE LINKED PRICES <ul style="list-style-type: none"> a) Where prices are subject to foreign exchange rates movement the exchange rates to Botswana Pula on which the imported component is based (directly) shall be quoted as at date of closure of the tender. b) The exchange rate shall correspond to the prevailing mid-rate quoted by Bank of Botswana 		
5	CURRENCY FLUCTUATION <ul style="list-style-type: none"> a) The price and rates are to be stated in Botswana Pula Bidders shall insert in the schedule of quantities the price per unit of each article for which they wish to be considered for. b) Price quoted shall remain fixed and not subject to exchange rate fluctuations 		

END OF DOCUMENT