

PUBLIC ENTERPRISES EVALUATION AND PRIVATISATION AGENCY

A TENDER FOR THE PROCUREMENT OF CONSULTANCY SERVICES FOR ESTABLISHING BILLABLE SERVICES AND DEVELOPING A COST RECOVERY AND REVENUE GENERATION STRATEGY FOR PEEPA

TENDER REFERENCE NO. PEEPA/001/2025

Date: March 2025

NAME AND ADDRESS DETAILS OF PROCURING ENTITY AND OR ITS AGENT PREPARING THE DOCUMENTS

PROCURING ENTITY	AGENT
Public Enterprises Evaluation and	
Privatisation Agency	
Private Bag 00510	
Gaborone	
Tel: 3980000 / 318 8807	
Fax: 318 8662	
e-mail: procurement@peepa.co.bw	

Contents

PUBLIC ENTERPRISES EVALUATION AND PRIVATISATION AGENCY	1
TENDER REFERENCE NO:	3
TENDERING PROCEDURES	3
TENDER NOTICE AND INVITATION TO TENDER	4
TENDER DATA	6
STAGE ONE - COMPLIANCE	8
STAGE 2 – TECHNICAL EVALUATION	10
STAGE 3 - COST EVALUATION STAGE	15
BASIS FOR AWARD	15
RETURNABLE DOCUMENTS	17
TENDER SCHEDULES CERTIFICATE OF AUTHORITY OF SIGNATORY	19
AUTHORISING SIGNATURE, NAME & CAPACITY	22
RETURNABLE DOCUMENTS TENDER SCHEDULES	23
RETURNABLE DOCUMENTS TENDER SCHEDULES	26
GL EXPERIENCE& TECHNICAL CAPABILITY OF TENDERER	26
TENDER SCHEDULES T2.2 GG:	28
PROPOSED SUBCONTRACTORS	28
CONTRACT	37
FORM OF OFFER AND ACCEPTANCE	38
ACCEPTANCE	39
SCHEDULE OF DEVIATIONS	41
GENERAL CONDITIONS FOR SERVICES CONTRACT AND CONTRACT FORMS	44
PRICING INSTRUCTIONS	46
ACTIVITY SCHEDULE/PRICE SCHEDULES	46
SCOPE OF WORK:	49
SERVICES CONTRACTS	49

TENDER Reference no:

TENDERING PROCEDURES

- T1.1 Tender Notice and Invitation to Tender
- T1.2 Tender Data
- T1.3 Standardised Conditions of Tender as per PPRA conditions

REPUBLIC OF BOTSWANA	TENDERING PROCEDURES	T1.1 TENDER NOTICE and INVITATION TO TENDER
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• Tender Reference No. PEEPA/001/2025

Tender Title: CONSULTANCY SERVICES FOR ESTABLISHING BILLABLE SERVICES AND DEVELOPING A COST RECOVERY AND REVENUE GENERATION STRATEGY FOR PEEPA

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Sealed Tender offers are invited for the provision of CONSULTANCY SERVICES FOR ESTABLISHING BILLABLE SERVICES AND DEVELOPING A COST RECOVERY AND REVENUE GENERATION STRATEGY FOR PEEPA

The Procuring Entity is PUBLIC ENTERPRISES EVALUATION AND PRIVATISATION AGENCY

- Procurement Method is: OPEN DOMESTIC BIDDING
- 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 in the following categories:

Code: 317 – Other Consultancy Services

- Sub code(s): 01- Management Consultancy Services
- The Presidential Directive CAB 11 (A)/2010 and Cab No. 34(B) 2014 on Economic Diversification Drive (EDD) shall be implemented in the evaluation of the tender to bidders who submitted the EDD certificate as proof of registration with the Ministry of Trade and Industry.
- Local Procurement Scheme to empower the youth, people with disabilities, women and rural service providers will be implemented.
- Preference margins will be applied to foreign bidders who enter into a joint venture, partnership or consortium with citizen owned companies.
- The tender is reserved for citizens or citizen contractors as stated under Section 76 (2) of the Public Procurement Act.
- Preference margins will be applied to qualifying bidders in line with the prescribed Preference Scheme: Citizens or citizens contractors as stated under section 76(2) of the Public Procurement Act, the contractors or service providers must be registered with the PPRA in the following categories.
- For tender documents please sent proof of payment at **procurement@peepa.co.bw**

- Documents may be emailed during working hours between 0800Hrs and 1600Hrs from Monday to Friday.
- A non-refundable deposit of P500.00 payable by electronic transfer made out in favour of the entity stated in the tender document and proof of payment required for the tender documents.
- Banking details: Beneficiary Name- PEEPA, Bank Name- ABSA Botswana, Branch Name- Government Enclave, Code 290267, Bank Account 3630613.
- Youth/women/people living with disabilities Companies will be sold the tender documents at 50% of the selling price as per Presidential Directive CAB 14 (B) 2015.
 Proof of Eligibility, Issued and Certified will be required at point of sale as well as certified copies of Omang.
- Queries or clarifications relating to the issuance of these documents may be addressed in writing not later than 5 days before the tender closing date to Mr Mooketsi Kgosibodiba/Ms Audrey K Molefhe, Tel No. +267 3980000 / 3188807, Email address, procurement@peepa.co.bw. Fax No. +267 3188662
- The closing date and time for receipt of sealed tender offers is **1000Hours** on **10 April 2025**.
- Late tender offers will not be accepted.
- The Bid Submission Method is: Two Envelope Submission Method in which the sealed original and all the sealed copies of the **Technical Offer** are placed in one separate sealed envelope, whilst the sealed original and all the sealed copies of the **Financial Offer** are enclosed in another separate sealed envelope. The two sealed envelopes are then placed in one outer securely sealed envelope.
- One (1) original tender document marked ORIGINAL and 3 duplicate copies of the original

Document marked copy in one sealed envelope clearly marked:

"Tender Reference No. PEEPA/001/2025 PROCUREMENT OF CONSULTANCY SERVICES FOR ESTABLISHING BILLABLE SERVICES AND DEVELOPING A COST RECOVERY AND REVENUE GENERATION STRATEGY FOR PEEPA" shall be delivered to Reception, Ground Floor, Plot 64511, Block 4, Fairgrounds Office Park, Gaborone, Botswana.

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

The Public Procurement Regulatory Authority Standardised Conditions of Tender for Services shall apply to this procurement, for which all the applicable Tender Data is contained in the tender documents.

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

TENDERING PROCEDURES	T 1.2 TENDER DATA

1. 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: **PUBLIC ENTERPRISES EVALUATION AND PRIVATISATION AGENCY (PEEPA)**
- 1.2 The Procurement Requirements: CONSULTANCY SERVICES FOR ESTABLISHING BILLABLE SERVICES AND DEVELOPING A COST RECOVERY AND REVENUE GENERATION STRATEGY FOR PEEPA

1.3

The Procurement Method is: **OPEN DOMESTIC BIDDING**

The Bid Submission Method is: **Two Envelope Submission Method** in which the sealed original and all the sealed copies of the **Technical Offer** are placed in one separate sealed envelope, whilst the sealed original and all the sealed copies of the **Financial Offer** are enclosed in another separate sealed envelope. The two sealed envelopes are then placed in one outer securely sealed envelope.

1.5

The Evaluation Method is: **Quality and Cost Based Selection Evaluation Method**.

1.6 Exceptional evaluation methods not covered by the Regulations will have to be approved by the Minister).

1.7 The Procuring Entity is:

PUBLIC ENTERPRISES EVALUATION AND PRIVATISATION AGENCY (PEEPA)

Private Bag 00510

Gaborone

Plot 64511

Block 4

Fairgrounds Office Park

Gaborone

Botswana

Tel +267 -3980000 / 318 8807

Fax +267 318 8662

E mail: procurement@peepa.co.bw

- 2. The eligibility criteria for tenderers are:
 - i. Citizens or Citizen Contractors as stated under Section 76 (2) of the Public Procurement and Regulations Act.

registered with the Public Procurement Regulatory Authority in the following categories:

Code: 317 – Other Consultancy Services

Sub code(s): 01– Management Consultancy Services

- ii. Where a waiver has been granted by the Minister,
 - a. Local Contractor registered with the Public Procurement Regulatory Authority in the following categories:

Code: 317- Other Consultancy Services

Sub code(s): 01- Management Consultancy Services

- 2.1 Bidders with Valid Tax Clearance or exemption thereof issued by Botswana Unified Revenue Service (BURS). Confirmation of bidders' tax clearance shall be subject to online verification.
- 2.2 Queries or Clarifications of the tender documents must be received by the Procuring Entity at least 5 working days before the tender closing date and time stated in **clause 2.9** of the Tender Data.
- 2.3 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 Terms of Reference. 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. The tenderers are expected to provide their own transportation and the costs thereof incurred during the site visit.

- 2.4 The prices and rates are to be stated in **Botswana Pula**.
- 2.5 Parts of each tender offer communicated on paper shall be submitted as an **original**, plus **3 duplicate Copies**.
- 2.6 The Procuring' Entity's address for delivery of tender offers are:

Public Enterprises Evaluation and Privatisation Agency (PEEPA) Reception, Ground Floor, Plot 64511, Block 4, Unit 1 & 2 Fairgrounds Office Park, Gaborone, Botswana.

- 2.7 Identification details to be shown on each tender offer package are:
- 2.8 Tender Reference No. **PEEPA/001/2025** Tender Title, Name of the bidder and address of the tenderer on the reverse side of the envelope.
- 2.9 The closing date and time for submission of tender offers is **1000hrs on 10 April 2025.**

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

- 2.10 The tender validity period is **120 days working days**
- 2.11 The date, time and location for opening of the tender offers is:

Time 1000hrs on 10 April 2025.

Location: Public Enterprises Evaluation and Privatisation Agency (PEEPA) Ground Floor meeting room, Plot 64511, Block 4, Unit 1 & 2 Fairgrounds Office Park, Gaborone, Botswana.

- 3. The Evaluation Method is: **Quality and Cost Based Selection- Method.**
 - 3.1 Stage One Compliance

The Tenderer shall furnish the following documentary evidence to demonstrate that it meets the compliance criteria:

i. Local companies should be registered with Public Procurement Regulatory Authority in the following categories: -

Code 317: - Other Consultancy Services Sub code 01: - Management Consultancy Services

3.2 **PPRA** registration is subject to online registration verification.

- ii. Valid Tax Clearance Certificate number and Tax Identification Number (TIN) or exemption thereof issued by BURS. Such validity of the Tax Clearance is subject to online registration verification.
- iii. Declaration Form for Tendering Purposes (T2.2 GM)
- iv. Certificate of Authority of Signatory (T2.2 GM).
- v. Document of formation where applicable, tender submitted by a joint venture, consortium or other of two or more companies must be accompanied by the document of formation and authenticated by a Notary Public. The document of formation will define precisely the conditions under which the Joint Venture, Consortium or other will function, its period of duration, the persons authorised to represent and obligates it, the address of correspondents, the role of the participating companies.
- vi. Certificate of incorporation and where relevant articles of association or equivalent.

Evaluation Criteria	Bidder	Bidder	Bidder	Bidder	Bidder
	1	2	3	4	5
1. PPRA Registration Code					
2. Valid Tax clearance certificate					
3. Completed Declaration Form for					
Tendering Purposes					
4. Certificate of Authority of					
Signatory					
Fully Compliant					

Key: Y=Yes N=No

Bidders who fail to submit the above-mentioned documents (as listed in Circular 1 & 5 of 2016) will be requested during the evaluation to submit them within **2 days** of notification. Bidders will be notified through a telephone call, SMS, or email as an alert.

3.3

The alert will be followed by letter. Non-responsiveness by the bidder shall result in disqualification of bid.

3.4 Stage 2 – Technical Evaluation

i. The technical evaluation of a Technical Offer shall be conducted to evaluate each Technical Offer against the technical evaluation criteria stated below:

	CRITERION	Marks Breakdown	TOTAL MARKS
1	Specific experience of the Consultant (C relevant to the assignment	onsulting Company)'s	15
1 (a)	Experience in provision of advisory services on the implementation of services for establishing billable services and developing a cost recovery and revenue generation strategy, including carrying out business assessments (i.e. cost recovery, revenue generating, etc.) (Bidders to provide references for each projects submitted. Projects not accompanied by references will not be considered).	1-2 years - 2 marks 3-5 years - 5 marks 6-8 years - 8 marks 9 years and above - 10 marks	10
1 (b)	Number of projects of similar complexity and value (Bidders to provide references for each projects submitted indicating project status. Projects not accompanied by references will not be considered).	1 project – 1 mark 2 projects – 2 marks 3 projects – 3 marks 4 projects or more – 5 marks	5
2	Adequacy of the proposed methodolog responding to the Terms of Reference	y and work plan in	40
2 (a)	In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the	Understanding of the objectives of the assignment – 2 marks Approach to the services – 3 marks	15

	activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.	Methodology for carrying out the activities and obtaining the expected output – 4 marks Degree of detail of such output (highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach) – 6 marks	
2 (b)	In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TORs and ability to translate them into a feasible working plan. A list of the final deliverables, including reports, and tables to be submitted as final output, should be included here. The work plan should be consistent with the Work Schedule.	Proposed main activities of the assignment – 3 marks Content and duration of the activities – 3 marks Phasing and interrelations of the activities – 2 marks Milestones (including interim approvals by the Client) – 2 marks	10
2 (c)	Quality Assurance In this chapter you should propose your quality assurance approach and methodology to deliver the outputs to the expected quality.	Quality assurance approach – 3 marks Methodology of delivery of the outputs to the expected quality – 2 marks	5

2 (d)	Organization and staffing	Proposed structure and	5
		composition of team – 3	
	In this chapter you should propose the	marks	
	structure and composition of your team.		
	You should list the main disciplines of the	List of main disciplines of	
	assignment, the key expert responsible,	the assignment and key	
	and proposed technical and support staff.	experts responsible for	
		them – 2 marks	
2 (e)	Skill Transfer	Approach and	5
		methodology of	
	In this chapter you should demonstrate	transferring skill – 3 marks	
	how you will transfer the skills, expertise	Demonstrate how you will	
	and capability to the Client's project	test and ascertain	
	officers. The methodology and approach	effectiveness of the	
	of how you will transfer the skills and	proposed skill transfer tools	
	knowledge should be well outlined and	– 2 marks	
	elaborated.		
3	Relevant skills and experience of key members of the firm for the assignment namely: 45		
3 (a)	Team Leader	C 10 1:C 1: (A)	
	Team Leader	General Qualification (4)	15
	- Business development or related field	- Masters – 4marks - Bachelor's Degree – 3	15
	- Business development or related field	- Masters – 4marks - Bachelor's Degree – 3 marks	15
	 Business development or related field 10 or more years' experience in the business development, cost recovery and 	- Masters – 4marks - Bachelor's Degree – 3 marks General Experience (5)	15
	 Business development or related field 10 or more years' experience in the 	- Masters – 4marks - Bachelor's Degree – 3 marks General Experience (5) -10 -14 years –3.5 marks	15
	 Business development or related field 10 or more years' experience in the business development, cost recovery and 	- Masters – 4marks - Bachelor's Degree – 3 marks General Experience (5) -10 -14 years –3.5 marks -15 or more years – 5	15
	 Business development or related field 10 or more years' experience in the business development, cost recovery and 	- Masters – 4marks - Bachelor's Degree – 3 marks General Experience (5) -10 -14 years –3.5 marks -15 or more years – 5 marks	15
	 Business development or related field 10 or more years' experience in the business development, cost recovery and 	- Masters – 4marks - Bachelor's Degree – 3 marks General Experience (5) -10 -14 years –3.5 marks -15 or more years – 5	15
	 Business development or related field 10 or more years' experience in the business development, cost recovery and 	- Masters – 4marks - Bachelor's Degree – 3 marks General Experience (5) -10 -14 years –3.5 marks -15 or more years – 5 marks	15

3 (b)	Economics Expert -Economist	General Qualification (2.5) - Masters – 2.5 marks - Bachelor's Degree – 1.5 mark	10
	- 10 or more years' experience on provision of business and economist field	General Experience (3.5) -10 -14 years – 2.5 marks -15 or more years – 3.5 marks Relevant Experience (4)	
	- Relevant Experience by number of similar projects indicating individual role and deliverables in the project(s).	1 similar project – 1 mark 2 similar projects – 2 mark 3 similar projects – 3 marks 4 or more similar projects – 4 marks	
3 (c)	Finance Specialist Finance and/or relate Field. - 10 or more years' experience in the Finance and Accounting Industry - Relevant Experience by number of	General Qualification (2.5) - Masters – 2.5 marks - Bachelor's Degree – 1.5 mark General Experience (3.5) 10 -14 years – 2.5 marks 15 or more years – 3.5	10
	similar projects indicating individual role and deliverables in the project(s).	marks Relevant Experience (4) 1 similar project – 1 mark 2 similar projects- 2 marks	

Total 100

- 3.5 The minimum qualifying mark is: 70%
- 3.6 The Tenderers attaining the score of 70% for the technical evaluation will proceed to the financial evaluation.
- 3.7 The value of W1 used in the formula for weighting financial proposal scores, is 30% Tenderers may be called to make presentations, and these presentations will form part of the

Technical Evaluation.

3.9 Financial/Cost Evaluation Stage

3.10 Stage 3 - Cost Evaluation Stage

- 3.10.1 Cost evaluation shall be conducted by reviewing the following:
 - 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) Apply applicable preference schemes (state them)
 - v) Perform price comparison in accordance with the pricing sheet
 - vi) The Presidential Directive CAB 11 (A)/2010 and Cab No. 34(B) 2014 on Economic Diversification Drive (EDD) shall be implemented in the evaluation of the tender to bidders who submitted the EDD certificate as proof of registration with the Ministry of Trade and Industry as per the Presidential Directive Cab 11 (A0/2010 ON EDD.
 - vii) The Directive Cab 13(B) 2013: Local Procurement Scheme
 - viii) Assess reasonableness of quoted price based on market price, & the PPRA publicized Price guide / Catalogue, where applicable.

NOTE: Bidders will only benefit from one (1) scheme, either EDD or LPS, to avoid double dipping. If the bidder is eligible for both EDD and LPS, that bidder will benefit from one Scheme, which carries higher percentage

The following formula will be used to determine the financial scores for the bidders proceeding to Stage 3:

Financial Score =
$$C_F = w_1 \times \underline{L_B}$$

 C_B

Where C_F is the financial score of the bid under consideration L_B is the lowest bid, and C_B is the considered bid

3.11 Basis for Award

• Once the Technical and Financial score have been computed the bidders will then be ranked using the weighted score of Technical and Financial being 70:30

- Bidder's Weighted Score = (Technical Score *0.7) + (Financial score * 0.3)
- The bidder obtaining the highest total combined technical and financial score shall be recommended for an award of contract, subject to any negotiations that may need to be held, and such negotiations shall be carried out in accordance with Regulation 67 (1)of the PPRA Act upon approval of the negotiations document by the Board.
- 3.12 The number of paper copies of the signed contract to be provided by the Procuring Entity is 2
- 3.13 The additional conditions of tender are:
 - 3.13.1 The Guidelines for Application of Empowerment Schemes will be applied on youth bids
- 3.14 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.

Republic of Botswana 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
T2.2GC	RECORD OF ADDENDA TO TENDER DOCUMENTS
T2.2 GL	SPECIFIC EXPERIENCE OF TENDERER
T2.2 GM	DECLARATION FORM FOR TENDERING PURPOSES
T2.2 GK	CURRICULUM VITAE OF KEY PERSONNEL
T 2.2GG	PROPOSED SUBCONTRACTORS
T2.2GH	QUALITY PLAN
	FORM F
	FORM M
C1.1	FORM OF OFFER AND ACCEPTANCE (MUST NOT BE SUBMITTED WITH TECHNICAL OFFER)

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) 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

T2.2 GK CURRICULUM VITAE OF KEY PERSONNEL

T2.2GG PROPOSED SUBCONTRACTORS

T2.2GH QUALITY PLAN

C1.1 FORM OF OFFER AND ACCEPTANCE

4 Other returnable documents that will be incorporated into the contract

Contract Data provided by the provider PRICING INSTRUCTIONS
C1.1 FORM OF OFFER AND ACCEPTANCE

Republic of Botswana RETURNABLE DOCUMENTS	TENDER SCHEDULES CERTIFICATE OF AUTHORITY OF SIGNATORY
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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.

Α	В	С	D	Е
COMPANY	PARTNERSHIP	JOINT VENTURE	SOLE PROPRIETOR	OTHER

A. Certificate for company	
I,	, authorised representative of
	, hereby confirm that by resolution of the board
Mr/Ms	_ , acting in the capacity of
was authorised to sign all docu	uments in connection with this tender offer and any
contract resulting from it on be	ehalf of the company.
B. Certificate for partner	ship
We, the undersigned, being the ke	ey 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 com	pany
, 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.

	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		
Certificate for sole		onfirm that I am the sole owner of the
business trading as		.
Certificate for othe	er.	
Certificate for other	er.	onfirm that I am
Certificate for other l, of the business trading	er. , hereby co	onfirm that I am

Republic of Botswana	RETURNABLE DOCUMENTS TENDER SCHEDULES	T2.2 GH QUALITY PLAN
CAPACITY:		
COMMISSIONER OF OATHS		
CONTENTS OF THIS DECLARA	TION AND THAT IT IS BINDIN	IG ON HIS CONSCIENCE.

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

	24	

Alternatively, y must include	ou may attac details of a te to perforn	provide details ch a signed copy of actual team mem n the work not sin	your CV. Tendere bers that will l
Name:		Date of Birth:	•
Profession:		Nationality:	
Current Position	on:	Years with the	e firm:
Education:			_
Education: Professional M	/lembership		
	·		
Professional N	·		
Professional N	·		
Professional M Experience Re Languages: Certification: I, the undersig	cord ned, certify th	nat to the best of mualifications and my	-
Professional M Experience Re Languages: Certification: I, the undersig	ned, certify the libes me, my qu		-

Republic of Botswana

RETURNABLE DOCUMENTS TENDER SCHEDULES

T 2.2 GL EXPERIENCE&
TECHNICAL CAPABILITY OF
TENDERER

1. We have performed the following volume of Services during the last three years:

Last Year:	 -
Last but one Year: _	
Last but two Year: _	

2. The following is a statement of similar contracts successfully executed by myself/ourselves during the last five years:

Description of contract	Value of work	Date completed
1		
	Description of contract	

Signed	Date	
Name	Position	
Tenderer		
	27	

DOCUMENTS PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded the contract, we agree that this notification does not change any contractual obligation for us to submit the names of proposed Subcontractors. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name and address of proposed Subcontractor	Nature and work	extent of	Previous experience Subcontractor	with
1.					
2.					
3.					
4.					
5.					

Signed	Date		
Name	Posit		
Tenderer		 	

Republic of Botswana	TENDER	DECLARATION	FORM	FOR
	RETURNABLE DOCUMENT	TENDERING PUR	RPOSES	

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

PART A

in response to the same items.

1	(full name) in my c	ranacity ac	(state position in
I,Entity)	(luli flame), in my c	.apacity as	(state position in
hereby declare that on shareholders /administrat	•	•	
of:		(name of Entity)
of:			
		. (Postal/physical address)	
that, in connection with the	ne enclosed tender,		
All information containe knowledge factual and bi Name of Entity)have not, through other	nding on the Entity and	d/or its Representatives. I and/or its representative	state that the (State es confirm that they

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.

	DIRECTORS/MEMBERS/Ben eficial Owners and/or Other (Please Specify)	CAPACITY IN ENTITY	NATIONALITY	PERCENTAGE OF SHAREHOLDING
1				
2				
3				
4				
5				
6				
7				

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

	BENEFICIAL OWNER 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/ beneficial owners shareholder/member and/or administrator is consequently involved in.

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

The Company/Partnership/ *Society*/Joint Venture/ Private Foundation/ Statutory Body/(others please specify), through its agents, employees or directors has not illegally communicated with any member of the procuring 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.

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

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

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

- (a) in relation to an incorporated body, ultimately owns or has a controlling ownership or exercises ultimate effective control through positions held in the incorporated body or is the ultimate beneficiary of a share or other securities in the body corporate;
- (b) in relation to a trust or other legal arrangement, is the settlor, trustee or ultimate beneficiary of the trust or legal arrangement or has the power, alone or jointly with another person or with the consent of another person, to —
- (i) dispose of, advance, lend, invest, pay or apply trust property or property of the legal arrangement,

- (iii) vary or terminate the trust or legal arrangement,
- (iii) add or remove a person as a beneficiary or to or from a class of beneficiaries,
- (iv) appoint or remove a trustee or give another person control over the trust or legal arrangement, or
- (v) direct, withhold consent or to overrule the exercise of a power referred to in subparagraphs (i) (iv)
- (vi) 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
- (vii) a transaction is conducted on his or her behalf.

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

6. The company operates banking and savings accounts, the only authorised signatories are:
i
(Pank Name and Name of signatory)
(Bank Name and Name of signatory)
(Omang No. /Passport)
ii
(Bank Name and Name of signatory)
(Omang No. /Passport)

ii
(Bank Name and Name of signatory)
(Omang No. /Passport)
iv
(Bank Name and Name of signatory)
(Omang No. /Passport)
6. Undertakings
The Tenderer confirms that it is a Citizen contractor and undertakes to remain a Citizer Contractor for the duration of the Contract.
7. Sanctions relating to reserved treatment
8. Any changes in Ownership or Control which violate the definition of a Citizen Contracto shall be sufficient reason for the Procuring entity to terminate the Contract.
9. All the Beneficial Owners, partners/Directors/shareholders and Administrators of
declaration and agree to its contents.
a) All the Beneficial owners, partners/Directors/shareholders and Administrators hereby give consent and verification of the information provided above and understand that this may include but is not limited to the verification of assets, liabilities, accounts bonds and undertake to notify the competent authorities of any change to the information provided in this Declaration within seven (7) days of such occurrence.
b) I understand and declare that each matter here deposed to is essential for the tender
validity of (Name of company)'s

NB: The Procuring Entity reserves the right to confirm the authenticity of the information provided above.
THUS SIGNED AND SWORN TO BEFORE ME COMMISSIONER OF OATHS AT
ON THIS DAY OF 20, ATAM / 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:
Signed
Name
Tenderer

Кери	one of botswaria	CONTRACT			
A Sen	vices Contract for				
	CONTRACT				
PART 1: AGREEMENTS AND CONTRACT DATA					
C1.1	Form of Offer and Acceptance				
C1.2	General Conditions for Services Contract				
C1.3	Special Conditions of Contract				

Republic of Botswana

PART 2: PRICING DATA

PART 3: SCOPE OF WORK

Scope of work

C3

Pricing Instructions - Activity Schedule / Price Schedules

Republic of Botswana

CONTRACT PART 1 AGREEMENTS CONTRACT DATA

&

C1.1 FORM OF OFFER AND ACCEPTANCE

Offer

One:		
The Procuring Entity, (name) of (address), has solicited offers to enter into a contract for the procurement of:		
Title of the Contract: Services Contract For		
The tenderer, identified in the signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.		
By attaching the signature of a duly authorised representative to this part of this Form of Offer and Acceptance, the tenderer offers to perform all of the obligations and liabilities of the Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.		
The total of the case of the decod's		
The total of the amount tendered is		
Pula, (in words); P		
(in figures). (Not applicable for rate only contracts)		
This Offer, of which the tenderer has one originals, may be accepted by the Procuring Entity by signing the form of Acceptance overleaf and returning one fully executed original of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the Service Provider in the Conditions of Contract identified in the Contract Data.		
For the tenderer:		
Signature(s)		
Name(s)		
Capacity		

Name & signature of witness Date

(Insert name and address of organisation)

Acceptance

By attaching the signature of a duly authorised representative to this part of this Form of Offer and Acceptance, the Procuring Entity accepts the tenderer's Offer. In consideration thereof, the Procuring Entity shall pay the Service Provider the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an Agreement between the Procuring Entity and the tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the Contract, are contained in:

Part 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
The following Appendices: [**Note**: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]

Appendix A: Description of the Services

Appendix B: Schedule of Reporting Requirements

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Pula

Appendix F: Services and Facilities Provided by the Procuring Entity

Part 2 Pricing Data

Part 3 Scope of Work

Drafting Instructions to the Procuring Entity

• Delete these instructions when they have been complied with

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 tenderer and the Procuring Entity during this process of Offer and Acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be signed by the duly authorised representative(s) for both parties.

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully executed original of this document, including the Schedule of Deviations (if any). Unless the tenderer (now Service Provider) within five days of the date of such receipt notifies the Procuring Entity in writing of any reason why he cannot accept the contents of this Form of Offer and Acceptance, this Agreement shall constitute a binding contract between the Parties.

For the Procuring Entity

Signature(5)
Name(s)	
Capacity	
	(Insert name and address of organisation)
Name & signature of witness	प्रे Date
	nderer wishes to submit alternative tender offers, further copies of this document be used for that purpose, duly endorsed, 'Alternative Tender No '
(Suggested	I format, to be completed by the Procuring Entity prior to award of contract)

Schedule of Deviations

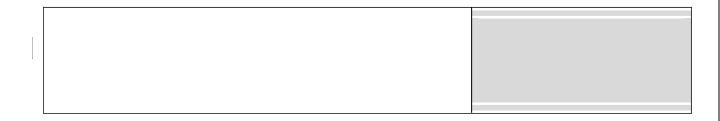
Note:

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

1	Subject	
	Details	
2	Subject	
	Details	
3	Subject	
	Details	
4	Subject	
	Details	
5	Subject	
	Details	
6	Subject	
	Details	

By affixing the signatures of the duly authorised representatives below, the Procuring Entity and the tenderer both agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any changes to the terms of the Offer agreed by the tenderer and the Procuring Entity during this process of Offer and Acceptance.					
The state of the s	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 Signature(s)				
Name(s)					
Capacity					
	(Insert name and address of organisation)				
Name & signature	Dete				
of witness	this Agreement.				
For the Proc	derer: curing Entity				
Signature(s)					
Name(s)					
Capacity					
	(Insert name and address of organisation)				

Name & signature of witness	Date	



General Conditions of Contract (GCC)

C1.2 GENERAL CONDITIONS FOR SERVICES CONTRACT AND CONTRACT FORMS

Contents of Clauses

SCHEDULE	OF DEVIAT	TIONS	41
1	Subject _		41
2	Subject _		41
3	Subject _		41
4	Subject _		41
5	Subject _		41
6	Subject ₋		41
GENERAL	CONDITIC	ONS FOR SERVICES CONTRACT AND CONTRACT FORMS	44
Append	IX A—DESCE	RIPTION OF THE SERVICES	45
Append	IX B—SCHEE	dule of Reporting Requirements	45
		Personnel and Subcontractors	
Append	IX D—BREAK	KDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY(IES)	45
Append	IX E—BREAK	KDOWN OF CONTRACT PRICE IN PULA	45
APPEND	IX F—SERVIC	CES AND FACILITIES PROVIDED BY THE PROCURING FINITY	46

Appendices

Appendix A—Description of the Services

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Procuring Entity, etc.

Appendix B—Schedule of Reporting Requirements

List the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."

Appendix C—Key Personnel and Subcontractors

List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel to be assigned to work

C-2 List of approved Subcontractors (if already available); same information with respect to their Personnel as in C-1.

Appendix D—Breakdown of Contract Price in Foreign Currency(ies)

List here the elements of cost used to arrive at the breakdown of the lump-sum price—foreign currency portion:

- 1. Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).
- 2. Reimbursable expenditures.

This appendix will exclusively be used for determining remuneration for additional Services.

Appendix E—Breakdown of Contract Price in Pula

List here the elements of cost used to arrive at the breakdown of the lump-sum price—Pula portion:

- 1. Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).
- 2. Reimbursable expenditures.

This appendix will exclusively be used for determining remuneration for additional Services.

Appendix F—Services and Facilities Provided by the Procuring Entity

Insert as appropriate

Republic of Botswana	CONTRACT PART 2 PRICING DATA	C2.1 PRICING INSTRUCTIONS
		ACTIVITY SCHEDULE/PRICE SCHEDULES

Objectives

The objectives of the Activity Schedule are

- (a) to provide sufficient information on the quantities of Services to be performed to enable Tender Offers to be prepared efficiently and accurately; and
- (b) when a Contract has been entered into, to provide a priced Activity Schedule for use in the periodic valuation of Services executed.

In order to attain these objectives, Services should be itemized in the Activity Schedule in sufficient detail to distinguish between the different classes of Services, or between Services of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Activity Schedule should be as simple and brief as possible.

1) PRICING

- a. The bidder has to provide a breakdown of the fees in terms of, but not limited to the following;
 - Labour fees, transport, spare parts prices, and overheads.
- b. The pricing should take into account that the price should be fixed for a period of twelve (12) months from the date of contract commencement including price escalation based on the Consumer Price Index (CPI) for the specified period. In the event of the contractor incurring increased expenditure after 12 months, the escalation rate for the second year of the contract shall be on the basis of the CPI prevailing at the time of escalation, as published by the Government of Botswana.

2) PAYMENT AND CURRENCY

- a) The prices and rates are to be stated in Botswana Pula or any of the international convertible currencies.
- b) Payment to contractors shall be based on the relevant exchange rates of Pula prevailing on the date of closure of the tender. The rates to be used will that of Bank of Botswana.

3) VALUE ADDED TAX(VAT)

a) All prices shall be exclusive of VAT except on the grand total VAT exclusion on the Grand Total by VAT registered bidders shall render the bid non-compliant and not fit for consideration for award.

4) **PRICE VARIATION**

a) In the event of the service provider incurring increased costs in the execution of the contract by reason of any or all of the following, a price increase may be considered. An increase by reason of any statute enactment or regulation having force of law and applicable to the traders concerned and binding on or affecting the contract and which could not have been foreseen at the date of tender.

5) CURRENCY FLUCTUATIONS

- a) Currency fluctuations in the exchange rate between the Pula and the currencies quoted in the tender documents shall not affect the prices specified on the said documents unless the fluctuations are substantial. In this clause, "substantial" means a currency fluctuation of 5% (five percent) above or below that prevailing at the time of submitting the tender documents. In the event of such occurrence, and provided that there has been no breach of this Agreement, the proportionate increase or decrease calculated on the date of importation of the Deliverables shall be added or deducted from the price originally quoted.
- b) Where prices are subject to foreign exchange rate movements, the currency and exchange rate to Botswana Pula on which the imported component is based (directly) shall be stated as at the date of closing of the tender. The exchange rate shall correspond to the prevailing rate quoted by the Bank of Botswana.

48	

Republic of Botswana	CONTRACT PART 3	SCOPE OF WORK:
	SCOPE OF WORK	SERVICES CONTRACTS

1. INTRODUCTION

- 1.1 The Public Enterprises Evaluation and Privatisation Agency (PEEPA), was established in 2001 following the approval of the Privatisation Policy for Botswana (Government Paper No.1 of 2000). The mandate of the Agency is to advise Government on privatisation strategies and to implement the privatisation agenda, which includes commercialisation, restructuring, outsourcing and divesture intervention, monitoring of performance of Public Entities (PEs), as well as promoting good corporate governance. In addition, the mandate was enhanced to include being the lead organisation in the implementation of Government approved privatisation projects.
- 1.2 The mandate of the Agency therefore contributes immensely to the public enterprises reform and privatisation programme.
- 1.3 PEEPA is committed to developing a robust cost recovery and revenue generation strategy aimed at diversifying income sources and reducing reliance on government funding. These efforts will enable the organization to achieve greater financial independence and resilience in fulfilling its mandate.

2. BACKGROUND

2.1 The Public Enterprises Evaluation and Privatisation Agency (PEEPA) is mandated to oversee the transformation and reform of public enterprises in Botswana. As part of its ongoing efforts to enhance financial sustainability and operational efficiency, PEEPA has embarked on a strategy to establish billable services and develop a cost recovery and revenue generating aligned with its mandate. This initiative seeks to position the organization as a provider of value-added services while ensuring alignment with its core objectives.

3. OBJECTIVES

The primary objective of this consultancy is to enhance PEEPA's financial sustainability through two core initiatives:

- 1. **Establishing Billable Services:** Identify, design, and operationalise services that PEEPA can offer on a fee-for-service basis.
- 2. **Developing a Cost Recovery and Revenue Generation Strategy:** Provide a comprehensive framework and actionable recommendations to implement cost recovery mechanisms and generate sustainable revenue streams.

4. SCOPE OF SERVICES

The consultancy will undertake the following tasks:

4.1Establishing Billable Services

- 1. Conduct a needs assessment to identify services that align with PEEPA's mandate and add value to stakeholders.
- 2. Evaluate market demand, pricing models, and competitive positioning for the identified services.
- 3. Develop service delivery frameworks, including operational guidelines, staffing requirements, and performance metrics.
- 4. Propose billing structures, payment systems, and customer engagement strategies.

4.2 Cost Recovery and Revenue Generation Strategy

- 1. Analyse PEEPA's current revenue streams, expenditure patterns, and cost recovery mechanisms.
- 2. Benchmark cost recovery and revenue generation models from similar organisations locally and internationally.
- 3. Develop a cost allocation framework and tariff-setting methodology for billable services.
- 4. Identify and evaluate potential revenue opportunities, including partnerships, grants, and commercial ventures.

5. Propose legal, institutional, and policy adjustments to support the strategy.

4.3 Implementation Roadmap

- 1. Design a phased implementation plan for the proposed strategy and billable services.
- 2. Outline resource requirements (financial, human, and technical) for implementation.
- 3. Develop key performance indicators (KPIs) to monitor progress and measure success.

4.4 Stakeholder Engagement

- 1. Facilitate consultations with PEEPA management, government stakeholders, and key partners to ensure alignment and buy-in.
- 2. Incorporate feedback into the final deliverables.

5. DELIVERABLES AND TIMEFRAME

- 5.1 The deliverables of the assignment will commence with the submission of Inception Report.
- 5.2 The assignment is envisaged to take a period of three (3) months with the possibility of extension depending on the needs of the Agency. The deliverables with their indicative timelines are as follows: -

Deliverables	Time frame (from signature)	Payment schedule
Inception report	Week 1	5%
Needs Assessment Report	Week 4	25%
Draft CR and RG strategy	Week 6	25%
Final CR and RG strategy	Week 7	30%
Implementation plan	Week 8	15%
Presentation		

1.1 The timetable may be modified subject to the approval of the Agency to cater for exigencies which might be identified by the Agency and the Service Provider during the assignment.

6. COMPETENCY AND EXPERTISE REQUIRED OF THE SERVICE PROVIDER

- 6.1 The Service Provider firm will consist of extensive experience in business development, revenue generation, and cost recovery strategy development.
- 6.2 Proven track record of working with public enterprises or government agencies and private sector. The Service Provider's individual team members should have the relevant expertise and experience and have carried out similar assignments before. These should at least include relevant Expertise in market research, financial modeling, and stakeholder engagement.
- 6.3 Knowledge of Botswana's economic, regulatory, and public enterprise landscape.
- 6.4 There should be an indication of the bidder's number of staff as well as curriculum vitae of personnel that will be assigned to the project. Each proposed team member's relevance to the assignment should be elaborated in the Service Provider's proposal.
- 6.5 Details covering the legal set up of the bidder should be clearly outlined i.e. Certificate of incorporation; deed of partnership; joint venture contracts etc.
- 6.6 In assessing the capability of the Service Provider, consideration will be given to whether: -
 - 6.6.1 The Service Provider has the resources to carry out the assignment on a timely basis;
 - 6.6.2 The Service Provider has had at least three existing customers, to whom all or part of the services requested in this tender have been delivered.
 - 6.6.3 A lead Service Provider will be held accountable, in terms of the Contract, for ensuring project deliverables, the professional conduct and integrity of the team and the overall quality control and performance of the Consulting team.

7. REPORTING REQUIREMENTS

7.1 The Service Provider will report to the Chief Executive Officer of PEEPA as the principal representative of the organisation.

- 7.2 The Manager Finance and Administration will serve as the contact person for this assignment.
- 7.3 The Implementation Team will review and approve the Service Provider's work.

8. PROPRIETARY INTERESTS

8.1 Proprietary interests on all materials and documents prepared by the Service Provider under this assignment shall become and remains the property of PEEPA and cannot be used without the organisation's prior written approval.

9. CONFIDENTIALITY

9.1 The Service Provider, its sub-contractors and personnel or either of them shall not either during the term or after the termination of or expiration of this assignment, disclose any proprietary or confidential information relating to the assignment, without PEEPA's prior written consent.

10. DEADLINE

10.1 This Engagement is scheduled to commence upon the signing of a Contract between the service provider and PEEPA.