

PUBLIC ENTERPRISES EVALUATION AND PRIVATISATION AGENCY



INTERNET AND DOMAIN HOSTING SERVICES

PEEPA/002/2025

28 MARCH 2025

NAME AND ADDRESS DETAILS OF PROCURING DEPARTMENT AND ITS AGENT PREPARING THE DOCUMENTS	
PROCURING DEPARTMENT	AGENT

Public Enterprises Evaluation and Privatisation Agency (PEEPA)	
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Table of Contents

T 1.1 TENDER NOTICE AND INVITATION TO TENDER 4

T 1.2 TENDER DATA..... 6

T1.3 STANDARDISED CONDITIONS OF TENDER FOR SERVICES.....13

LIST OF RETURNABLE DOCUMENTS AND TENDER SCHEDULES17

SCOPE OF WORK.....39

TENDER REFERENCE NO:

TENDERING PROCEDURES

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

T1.3 Standardised Conditions of Tender

REPUBLIC OF BOTSWANA

**PUBLIC ENTERPRISES EVALUATION AND
PRIVATISATION AGENCY**

**TENDERING
PROCEDURES**

**T1.1 TENDER NOTICE and
INVITATION TO TENDER**

Tender Ref No: **PEEPA/002/2025**

INTERNET AND DOMAIN HOSTING SERVICES

- Sealed Tender offers are invited for: PROVISION OF INTERNET AND DOMAIN HOSTING SERVICES
- The Procuring Entity is **Public Enterprises Evaluation and Privatisation Agency (PEEPA)**
- The tender is reserved for citizens or citizen contractors as provided for under Section 76 (1) of the Public Procurement Act. In line with statutory instrument number 23 of 2022. All works, supplies and services tenders up to the sum of 10 000 000 issued by central government or state-owned entities or other entities falling within the scope of section 3 as read with section 8 of the act shall be reserved to 100% citizen owned small medium and micro enterprises with a maximum annual turnover not exceeding 10 000 000.
- Procurement Method: This is **Open Domestic Bidding Method**
- Tenderers shall, to be considered for the award of the contract, be registered with Public Regulatory Authority (PPRA) in the following Codes and Sub codes: **Code 120: ICT Technical Support Services Internet Services, Sub-code: 03 Data center maintenance& hosting facilities and Sub-code: 07 Internet Services.**

Verification of registration will be done online by the Procuring Entity.

- Identification details to be shown on each offer package are:
Tender No: **PEEPA/002/2025** and Tender Title: **INTERNET AND DOMAIN HOSTING SERVICES**
 - The name and address of the bidder should be clearly marked on the envelope.
- Queries or clarifications relating to the issuance of these documents may be addressed in writing within five (5) calendar days before the tender closing date to: Chief Executive Officer, PEEPA, Private Bag 00510, Gaborone. Attention: Chief Executive Officer, email procurement@peepa.co.bw

Note: No new queries will be accepted after the stated five (5) days

- The physical address for submission of tender offers is: **Public Enterprises Evaluation and Privatisation Agency (PEEPA)
Plot 64511, Block 4, Unit 1 & 2, Fairgrounds Office Park, Gaborone, Botswana.**
- Documents will be emailed between 8:00am and 4:00pm during weekdays.
- A non-refundable deposit of P200 payable by EFT is required. Email proof of payment to procurement@peepa.co.bw as it is required for provision of tender documents.

The account details are:

PEEPA

ABSA BANK Botswana

Government Enclave – Branch

3630613 – Account Number

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 that is certified copies of Omang.

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- The closing date and time for receipt of sealed tender offers is **1000hours** on the **10 April 2025**. Opening of tenders will be done immediately after closing at PEEPA, Ground Floor Meeting Room. Late tender offers will not be accepted. Telegraphic, faxed or e-mail submissions shall **not** be accepted. The name and address of the bidder should be clearly marked on the envelope.
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- A two-envelope procedure will be followed *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.*
 - Bidders are to submit One (1) original tender document marked "ORIGINAL" and three (3) duplicate copies of the original document marked "COPY" in one sealed envelope clearly marked.
-

The Public Procurement and Regulatory Authority's Standardised Conditions of Tender apply to this procurement, for which all the applicable Tender Data is contained in the tender documents.
<http://www.ppadb.co.bw/>

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

Chief Executive Officer
Ishmael Joseph

<p>REPUBLIC OF BOTSWANA</p> <p>PUBLIC ENTERPRISES EVALUATION AND PRIVATISATION AGENCY</p>	<p>TENDER TENDERING PROCEDURES</p>	<p>T 1.2 TENDER DATA</p>
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INTERNET AND DOMAIN HOSTING SERVICES

<p>The conditions of tender are the Standardised Conditions of Tender as published by the Public Procurement Regulatory Authority.</p>	
<p>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.</p>	
<p>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.</p>	
<p>1.1</p>	<p>The Procuring Department is PEEPA Corporate Services. The procurement method is Open Domestic Method, reserved for Citizens or Citizen Contractors as provided under Section 76 (1) of the Public Procurement Act. In line with statutory instrument number 23 of 2022.</p>
<p>1.2</p>	<p>The tender documents issued by the Procuring Department comprise:</p> <p>One volume approach</p> <p>TENDER SECTION Tendering Procedures Tender Notice & Invitation to Tender Tender Data List of returnable documents Tender Schedules</p> <p>CONTRACT SECTION Part 1 Agreements & Contract Data Form of Offer & Acceptance Contract Data Part 2 Pricing Data Pricing Instructions Bill of quantities/ etc</p> <p>Part 3 Scope of Work</p>
<p>1.3</p>	<p>The Procuring Entity is: Public Enterprises Evaluation and Privatisation Agency, Private Bag 00510, Gaborone, Botswana. Tel: +267 3980000 Fax +267 3188662 email: procurement@peepa.co.bw</p>
<p>1.4</p>	<p>The eligibility criteria for tenderers are:</p> <p>1) Botswana registered suppliers must in order to be considered for award of this contract be Citizens or Citizen Contractors as provided under Section 76 (1) of the Public Procurement Ac. In line with statutory instrument number 23 of 2022. All works, supplies and services tenders up to the sum of 10 000 000 issued by central government or state-owned entities or other entities falling within the scope of section 3 as read with section 8 of the act shall be reserved to 100%</p>

citizen owned small medium and micro enterprises with a maximum annual turnover not exceeding 10 000 000. Registered with Public Procurement Regulatory Authority (PPRA) in the following codes:

Code 120: ICT Technical Support Services Internet Services, Sub-code: 03 Data center maintenance & hosting facilities and Sub-code: 07 Internet Services.

Verification of registration shall be done online by the Procuring Entity (P.E).

- 2) 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.
- 3) Properly completed Certificate of Authority of Signatory.
- 4) Duly completed Declaration Form for Tendering Purposes
- 5) Completed form for declaration of beneficial owners (Form M)
- 6) Completed form for declaration on ethical conduct, fraud and corruption (Form F)

1.5 The prices and rates are to be stated in Botswana Pula (BWP). In the event of the contractor incurring increased expenditure, price adjustments other than the statutory ones will be allowed after the first year of the contract, that is, after twelve (12) months, being the escalation rate for the second year of the contract in line with PPAD Regulation 81. The adjustment will be based on the Consumer Price Index (CPI) of Botswana prevailing at the time of escalation as published by the Government of Botswana. Any Request for price adjustment shall be submitted to the Accounting Officer not more than ninety (90) days from the time circumstances upon which the price adjustment is based arose.

1.6 Parts of each tender offer communicated on paper shall be submitted as **One (1) original** marked "ORIGINAL", **plus three (3) duplicate copies** marked "COPY".

1.7 The Procuring Department's address for delivery of tender offers and identification details to be shown on each tender offer package are: Public Enterprises Evaluation and Privatisation Agency, Plot 64511, Block 4, Unit 1 & 2, Fairgrounds Office Park, Gaborone, Botswana.
Identification Details: Tender no: **PEEPA/002/2025** and Tender title: **DOMAIN HOSTING AND INTERNET SERVICE(S)**
Location of tender box: PEEPA Reception Area

1.8 A **two-envelope** procedure shall be followed in which bids must be submitted as follows: the bid response shall be securely sealed and submitted in separate envelopes clearly marked "Technical" and "Financial" proposal respectively. The Financial proposal envelope should contain the Form of Offer and Acceptance (C1.1) and all the pricing information. The envelopes should contain one (1) original bid document marked "ORIGINAL" and three (3) duplicate copies of the original marked "COPY" and must be securely sealed and labelled Tender no: **PEEPA/002/2025** and clearly marked "**PROVISION OF DOMAIN HOSTING AND INTERNET SERVICES**"

The name and address of the bidder should also appear on the envelopes. These should be enclosed in a larger outer envelope securely sealed and labelled with the tender number and title. The outer larger envelope shall be securely sealed and addressed to the Public **Enterprises Evaluation and**

Privatisation Agency (PEEPA) Private Bag 00510, Gaborone and delivered to PEEPA, Public Enterprises Evaluation and Privatisation Agency (PEEPA) Plot 64511, Block 4, Unit 1 & 2, Fairgrounds Office Park, Gaborone, Botswana.

1.9 The closing date and time for submission of tender offers is: **10:00 hrs** on the **10 April 2025**

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

2.1 The tender validity period is **120 working days**. Prices will remain valid for the entire duration of the tender validity period.

2.2 The time and location for opening of the tender offers is:
10:00 hrs on the **10 April 2025**.

Location: PEEPA Ground Floor Meeting Room, PEEPA Plot 64511, Block 4, Unit 1 & 2, Fairgrounds Office Park, Gaborone, Botswana.

2.3 Queries or clarifications relating to the issuance of these documents may be addressed in writing within five (5) calendar days before the tender closing date to the following email address procurement@peepa.co.bw

Note: No new queries will be accepted after the stated five days

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 Site visit is mandatory before tender closing date.

3.0 **EVALUATION PROCESS**

The procedure for evaluation of the bids shall consist of three stages and shall use the **Quality and Cost Based Selection Method**.

Method as summarised here below:

STAGE -1 – Preliminary Examination for Compliance.

3.1

Local Companies:

The proposals from the service provider will be scrutinized based on the aspects indicated below where the bidder is required to submit the following documents:

1.	Public Procurement Regulatory Authority (PPRA) codes: ICT Technical Support Services Internet Services, Sub-code: 03 Data center maintenance & hosting facilities and Sub-code: 07 Internet Services. Verification of registration will be done online by the Procuring Entity
2.	The bidder should provide Taxpayer Pin and Certificate Number from Botswana Unified Revenue Services (BURS) and verification will be done online
3.	Duly completed Declaration Form for tendering purposes. (T2.2GM)
4.	Duly completed Certificate of Authority of Signatory (T2.2GA).

5.	Completed form for declaration of beneficial owners (Form M)
6.	Completed form for declaration on ethical conduct, fraud and corruption (Form F)

In cases where a bidder fails to submit information above, they will be requested to submit the information during tender evaluation process within 2 days of notification. Bidders will be notified through telephone or emails alert and then followed by letter. Non-responsiveness by a bidder within the stipulated time shall result in the disqualification of the bid.

3.2 STAGE-2 -Technical evaluation

Technical evaluation shall be made to determine compliance with the scope of work stated in the tender document.

The evaluation criteria and maximum score in respect of each of the Category are as follows:

Criteria	Sub-Criteria	Maximum points
<p>1) Company Experience-Specific experience of the company on Internet Service Provision Solutions, Doman and Website Hosting Services</p> <p>Note: (Bidders should submit traceable reference letters of similar or related work from past clients)</p> <p>The references should indicate the contract specifications, contact name and contact number of a client.</p>	<p>a) Three company references from past clients (20)</p> <p>b) Two company references from the past clients (15)</p> <p>c) One reference from the past clients (10)</p> <p>d) The bidder has no reference (5)</p>	20
<p>2) Qualification and Experience of the Project Team/Key Employees. <i>(The contractor should attach up to date traceable CVS of the Project Team/key personnel and any other staff member to work on the project, their references from previous engagements related to the assignments as well as certified educational certificates)</i></p>	<p>Project Manager: Qualifications</p> <p>a) Bachelors in IT, Computer Science, Telecommunications, Networking or any related Qualification plus any Project Management Certification e.g. PMP, Prince2, PMBOK or project management degree and above (3)</p> <p>b) Certificate/Diploma in Computer Science, Information Technology, Telecommunications or any related Qualification plus any Project</p>	40

Submit CVs and certified copies of educational certificates of Project team

Management Certification e.g. PMP, Prince2, PMBOK or project management degree and above (2)

Experience (provide proof)

c) 5+ years in IT project management
- Experience in managing ISP & hosting project (3)

d) 1+ years in IT project management
- Experience in managing ISP & hosting project (2)

Network/Project Engineer:

Qualifications

e) Bachelor's in IT, Computer Science, Networking, Telecommunications, Computer Engineering or any related Qualification (CCNA, CCNP), Certified in ISP technologies (e.g., BGP, MPLS) (3)

f) Certificate or higher in Computer Science, Networking, Telecommunications, Computer Engineering or any related Qualification CCNA, CCNP(Mandatory), Certified in ISP technologies (e.g., BGP, MPLS) (2)

Experience (provide proof)

g) 5 projects or more experience (Experience in ISP setups, WAN, LAN, VLAN configurations) in Network Infrastructure and Installation (3)

h) 1-4 projects experience (Experience in ISP setups, WAN, LAN, VLAN configurations) in Network Infrastructure and Installation (2)

Cybersecurity Specialist

Qualifications

i) Bachelor's or higher in Cybersecurity, IT, or related field
- CISSP, CEH, CISA, or equivalent security certification (3)

	<p>j) Certificate or higher in Cybersecurity, IT, or related field - CISSP, CEH, CISA, or equivalent security certification (2)</p> <p>Experience</p> <p>k) 5+ years in website and domain hosting (Experience in SSL, domain management, website migration) (3)</p> <p>l) 1-3 years in website and domain hosting (Experience in SSL, domain management, website migration) (2)</p> <p>Technical Support Qualifications</p> <p>m) Degree or higher in IT or related field (3)</p> <p>n) Certificate or higher in IT or related field (2)</p> <p>Experience</p> <p>o) 3+ years in IT support (Experience in customer support for ISPs, hosting & domain services) (3)</p> <p>p) 1-2 years experience in IT support (Experience in customer support for ISPs, hosting & domain services) (2)</p>	
<p>7) Project Approach & Methodology</p>	<p>Technical proposal detailing network infrastructure, redundancy, and uptime guarantees (4)</p> <p>Security measures for website and domain hosting (DDoS protection, SSL, data backups) (4)</p> <p>Service Level Agreement (SLA) terms (uptime, response time, support availability) (4)</p>	<p>12</p>
<p>5) Work Plan & Programme"</p>	<p>Project Schedule</p> <p>- Detailed timeline with key milestones</p> <p>-Task dependencies and sequencing (2)</p> <p>Resource Allocation</p>	<p>8</p>

	<ul style="list-style-type: none"> - Assignment of qualified personnel - Specification of hardware and software resources (2) <p>Risk Management Plan</p> <ul style="list-style-type: none"> - Comprehensive risk identification - Effective mitigation strategies (2) <p>Contingency Plan</p> <ul style="list-style-type: none"> - Development of backup plans -Flexibility measures to adapt to changes(2) 	
6) Support and Maintenance	<ul style="list-style-type: none"> a) Comprehensive support and maintenance (10) b) Support and maintenance provided does not fully demonstrate ability to provide effective support and maintenance (5) 	10
Regulatory Compliance	<ul style="list-style-type: none"> a) Licensing from the relevant communications authority (5) b) Compliance with cybersecurity and data protection regulations (5) 	10
Total evaluation points		100

The minimum cut off percentage to progress to the Financial Evaluation (Stage 3) is 75%.

Bidders who fail to score 75% and above under stage 2 shall be disqualified from further evaluation.

3.3 STAGE 3 – Financial / Cost evaluation

Only technically compliant bids that have secured at least the minimum qualifying mark of 75% shall be notified and advised of the date and time set for the opening of the financial bids and shall progress to the evaluation of financials. The weights attached to technical is 75% while Financial is 25%

Form of Offer and Acceptance should be completed and submitted on financial envelope.

The following formula will be used to award financial scores:

$$FS = 100 \times LP / P$$

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

The following formula will be used to award the final tender score

$$FTS = (TS * .75) + (FS * .25)$$

Where:

TS = Technical Score
FS = Final Financial Score
FTS= Final Tender Score

Cost Evaluation shall be conducted by reviewing the following:

- Correct any arithmetic errors.
- Where applicable, convert offer amount to a common currency
- Apply applicable preference schemes (LPS and EDD).
- Compare prices.
- Assess completeness and reasonableness of the quoted prices.

BASIS FOR AWARD

- Once the Technical and Financial scores have been computed the bidders will then be ranked using the weighted score of Technical and Financial being 75:25
- F Score = Technical Score *(0.75) + (Final Financial score * 0.25)
- The bidder with the highest weighted score will be recommended for award, subject to successful contract negotiation.

NB: In the event of that there is a tie in the combined total marks, the bidder with the highest weight of the technical proposal shall be recommended for award.

PEEPA reserves the right to award all, part, or none of this tender.

3.4 TENDER ACCEPTANCE

Notwithstanding anything contained in the foregoing, PEEPA is not obliged to accept any offer nor incur any expenses in the preparation thereof.

3.5 TENDER TERMINATION (PENDING CONTRACT)

- i) For whatever reason or at whatever time in the tendering process, PEEPA may wish not to proceed further with the tender process and may cancel further activity, if it so requires. All costs arising in the preparation of tender, directly or indirectly, are solely at the cost of the Tenderer.
- ii) The contracting Authority does not bind itself to accept any or all tenders submitted, in part or in full.

Bidders have the right to be debriefed on the outcome of their proposal.

3.6 The number of paper copies of the signed contract to be provided by the Procuring Entity following the award of the tender is two (2).

REPUBLIC OF BOTSWANA PUBLIC ENTERPRISES EVALUATION AND PRIVATISATION AGENCY(PEEPA)	T1.3 STANDARDIZED CONDITIONS OF TENDER FOR SERVICES
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The **conditions of tender** are the Standardised Conditions of Tender are as published by the Public Procurement Regulatory Authority at <http://www.ppadb.com/>

REPUBLIC OF BOTSWANA	TENDER
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PUBLIC ENTERPRISES EVALUATION & PRIVATISATION AGENCY (PEEPA)	
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PROVISION OF INTERNET SERVICES AND DOMAIN HOSTING

RETURNABLE DOCUMENTS

T2.1 Tender Data.

T2.2 List of Returnable Documents

T2.3 Tender Schedules

T2.4 Standardised Conditions of Tender

REPUBLIC OF BOTSWANA	TENDER	LIST OF RETURNABLE DOCUMENTS
PUBLIC ENTERPRISES EVALUATION & PRIVATISATION AGENCY (PEEPA)	RETURNABLE DOCUMENTS	

The tenderer must complete the following returnable documents:

1 Returnable Documents required for tender evaluation purposes

TECHNICAL PROPOSAL

- T2.2 GA Certificate of Authority of Signatory
- T2.2 GC Record of addenda to tender documents
- T2.2 GK Curriculum Vitae of Key Personnel
- T2.2 GL Experience of tenderer
- T2.2 GM Declaration form for tendering purposes
- FORM F Declaration on Ethical Conduct, Fraud and Corruption
- FORM M Declaration of Beneficial Owners

FINANCIAL PROPOSAL

- C1.1 FORM OF OFFER AND ACCEPTANCE

2 Other documents required for tender evaluation purposes

1. C1.1 Form of Offer and Acceptance **(TO BE INCLUDED IN THE FINANCIAL PROPOSAL ONLY)**
2. Contract
3. Activity schedule/Technical Proposal
4. Pricing instructions/Financial Proposal **(TO BE INCLUDED IN THE FINANCIAL PROPOSAL)**

REPUBLIC OF BOTSWANA	TENDER	TENDER SCHEDULES
	RETURNABLE DOCUMENTS	

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:

REPUBLIC OF BOTSWANA PUBLIC ENTERPRISES EVALUATION AND PRIVATISATION AGENCY	TENDER RETURNABLE DOCUMENTS	TENDER SCHEDULES CURRICULUM VITAE OF KEY PERSONNEL
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Name:

Date of Birth:

Profession:

Nationality:

Current Position:

Years with the firm:

Qualification and Experience:

Education:

Professional Membership

Experience Record

Languages:

Certification:

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

Date: _____

[Signature of authorized representative of the Tenderer]

<p>REPUBLIC OF BOTSWANA</p> <p>PUBLIC ENTERPRISES EVALUATION AND PRIVATISATION AGENCY</p>	<p>TENDER</p> <p>RETURNABLE DOCUMENTS</p>	<p>TENDER SCHEDULES</p> <p>EXPERIENCE OF TENDERER</p>
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The following is a statement of similar works successfully executed by myself/ourselves:

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

Signed

Date

Name

Position

Tenderer

REPUBLIC OF BOTSWANA
**PUBLIC ENTERPRISES EVALUATION AND
PRIVATISATION AGENCY**

CONTRACT PART 1 AGREEMENTS & CONTRACT DATA	FORM OF OFFER AND ACCEPTANCE
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Offer

The Procuring Department: Corporate Services, PEEPA, P/Bag 00510, Gaborone, has solicited offers to enter into a contract for the procurement of:

PROVISION OF DOMAIN HOSTING AND INTERNET SERVICES

The tenderer, identified in the signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By attaching the signature of a duly authorised representative to this part of this Form of Offer and Acceptance, the tenderer offers to perform all of the obligations and liabilities of the Contractor (or the Consultant or the Supplier as the case may be) under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

The total of the amount tendered is _____

 _____ Pula, (in words); P_____ (in
 figures). (Not applicable for cost reimbursable or rate only contracts)

This Offer, of which the tenderer has signed two originals, 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 tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the Contractor, (or the Consultant, Professional Service Provider, Service Provider or the Supplier as the case may be) in the Conditions of Contract identified in the Contract Data.

For the tenderer:

Signature(s) _____
 Name(s) _____
 Capacity _____

 (Insert name and address of organisation)

 Name & signature of witness _____ Date _____

Acceptance

By attaching the signature of a duly authorised representative to this part of this Form of Offer and Acceptance, the Procuring 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 Scope of Work
- Part 4 Site Information.

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 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.

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 Department’s agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. _____ "
 (Suggested format, to be completed by the Procuring Department prior to award of contract)

Schedule of Deviations

Note:

1. The extent of deviations from the tender documents issued by the Procuring Department 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 Department 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 Department 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 Department

Signature(s)

Name(s)

.....

Capacity

.....

.....
(Insert name and address of organisation)

Name &
signature of
witness

.....
.....

Date

.....
.....

Republic of Botswana Public Procurement Regulatory Authority	TENDER RETURNABLE DOCUMENT	DECLARATION FORM FOR TENDERING PURPOSES
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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 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/ Beneficial Owners/ Members and/or Shareholders for the Company/Partnership/ Society/Joint Venture/ Private Foundation/Statutory Body and/or other (Please specify)

	DIRECTORS/MEMBERS/Beneficial 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,

(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.

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 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, partners/Directors/shareholders and Administrators of(Name of company) have read this 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____, 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:

LOCAL PROCUREMENT REGISTRATION CERTIFICATE

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 WOMAN	B YOUTH	C PEOPLE WITH DISABILITY	D RURAL SETTING	E EMPLOYMEN T

A. B. C. Certificate for businesses owned by WOMAN/ YOUTH/ PEOPLE WITH DISABILITY

I, _____, being a duly authorised representative and acting on my capacity as _____ of _____, hereby confirm that the above mentioned business is 100% owned by women/ youth/ people with disability.

As witnesses: -

1. _____

Authorized Signatory

2. _____

Date

D. Certificate for RURAL SETTING

I, _____, being a duly authorised representative and acting on my capacity as _____ of _____, hereby confirm that the above mentioned business has been established and operates from a rural area.

LOCATION OF BUSINESS

WARD	VILLAGE

As witnesses: -

1. _____

Authorized Signatory

2. _____

Date

E. Certificate for EMPLOYMENT

I, _____, being a duly authorised representative and acting on my capacity as __

_____ of _____, hereby confirm that the above

mentioned business has employed majority of any of the following categories- women/ youth/ people with disability.

Total no employees _____

No of Women (W) _____ **Youth (Y)** _____

People with disability (PWD) _____

% ratio of (W+ Y+ PWD) to Total no of employees _____ **(Cut-off point will be 60%)**

As witnesses: -

1. _____

Authorized Signatory

2. _____

Date

NB: Youth in this regard will people within the age of 18-35 years.

REPUBLIC OF BOTSWANA PUBLIC ENTERPRISES EVALUATION AND PRIVATISATION AGENCY	CONTRACT PART 2 PRICING DATA	PRICING INSTRUCTIONS AND DATA
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PRICING CONDITIONS

Applicants should note that PEEPA does not pay import duties or sale tax on services.

All prices are to be submitted in Botswana Pula currency BWP. Bidders registered for VAT should reflect VAT in their pricing. Prices quoted as VAT exclusive by VAT registered bidders shall render the bid non-compliant and not considered for award.

Price adjustments other than statutory ones will be allowed after the contract has been running for more than twelve (12) months. The escalation rate for the second year of the contract shall be in line with PPAD Regulation 81. In the event of the Contractor incurring increased expenditure, the adjustment will be based on the Consumer Price Index of Botswana. Any request for price adjustment shall be submitted to the Accounting Officer not more than ninety (90) days from the time circumstances upon which the price adjustment is based arise.

NB: TO BE INCLUDED IN THE FINANCIAL PROPOSAL ONLY

Bidders should provide costing for each of the main phases of the project as specified and guidance provided in the Technical Bid. The phases in the table below are intended as a guideline. **NB only deliverables should be included in the technical bid but not financials, Financials should be separated from the technical bids.**

PRICING SCHEDULE

Below is a guide to help in pricing.

Description	Quantity	Unit Amount	Total Amount
Once off Costs			
Internet Services			
Setup and Installation of 80Mbps dedicated internet link	1		
	1		
Supply, Installation and Configuration of Access Points (point to point)	6		
Set up and installation of VPN access on fortigate firewall	1		
Required VPN software license (if any)			
Cisco Small business Router	1		
Website Hosting Fees			

Other Fees			
Technical Training			
Bandwidth Monitoring Tool			
3 rd party software			
3 rd party software licences			
Total Once-Off Costs (BWP)			
Monthly Costs (36 Months)			
Internet Services			
80 Mbps dedicated link			
Firewall			
Support and maintenance (36 Months)			
Total Monthly Costs (BWP)			
Total			
VAT @ 14%			
GRAND TOTAL			

REPUBLIC OF BOTSWANA PUBLIC ENTERPRISES EVALUATION AND PRIVATISATION AGENCY	TENDER TENDERING PROCEDURES	SCOPE OF WORK
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1 Client's / Employer's objectives

PROVISION OF DOMAN HOSTING SERVICES AND INTERNET SERVICES

2 BACKGROUND

Public Enterprises Evaluation and Privatisation Agency (PEEPA) is a company limited by guarantee established in 2001 following the approval of the Privatisation Policy for Botswana. The mandate of PEEPA is to advise the Government of Botswana on privatisation strategies and to implement the privatisation programme, which includes commercialization, restructuring, outsourcing and divesture intervention, as well as monitoring of performance of parastatals.

To fulfil its mission, PEEPA relies heavily on ICT and coordinates its activities and projects through the use of ICT services hosted on an efficient and stable network. In this regard, PEEPA wishes to identify a qualified firm to provide high-quality internet services that meet or exceeds the needs of the organisation.

OVERVIEW OF PEEPA INFORMATION TECHNOLOGY INFRASTRUCTURE

PEEPA seeks to implement a stable and robust network and services to its customers and stakeholders. PEEPA currently has got a staff complement of 26 with a possibility of growth in the future. Currently PEEPA LAN get all its services from its current Internet Service Provider, firewall management, website hosting as well as the domain hosting. The LAN consist of a mixture of 24 port and 48 port switches, 3 cabinets connecting to the router. The current Internet bandwidth is 8Mbps dedicated. The plan is to have a primary site at PEEPA and secondary site/disaster recovery.

For protection of threats PEEPA depends on the Fortigade100D firewall controlled and monitored by our current ISP. PEEPA wishes to continue this practice whereby the firewall is controlled and monitored by its administrators liaising with the service provider.

TECHNICAL SPECIFICATIONS

1. Domain Hosting

- a. The bidder shall provide DNS Domain name hosting for PEEPA domain. The bidder will liaise with PEEPA and current ISP to ensure smooth transfer of the domain name.
- b. The bidder will supply/reserve at least five (6) public IP addresses for PEEPA services.

2. Web Hosting

- a. The bidder shall provide webhosting for the organizational website at the service providers' premises.
- b. Provision of web analytics.
- c. Secure remote access to the website for authorized PEEPA administrators, webmaster and /or website maintenance service provider/web developers

3. Internet Services

- a. The bidder should quote for 80Mbps uplink and downlink, dedicated, unshared and Committed Information Rate (CIR). The bandwidth quoted should be uncapped and at a fixed monthly rate.
- b. The bidder should also provide for Gateway configuration (all necessary configuration), this will include DNS, SMTP and others.
- c. The bidder should also quote for optional Bandwidth Monitoring tool managed from the central location for analysing bandwidth usage (download and uploads) to provide statistics and reports on demand for bandwidth usage.
- d. The bidder should provide for resources (hardware and software) including licensing to provide the internet services. This will include installation and configuration of the mentioned equipment.
- e. The bidder shall provide a full written proposal with Diagrammatic representation (logical and physical) between PEEPA and the ISP.

4. Service Level Agreement

- a. The successful bidder shall enter into SLA with PEEPA to ensure that the service provided is of highest standard.

5. Other Deliverables

- a. Optional site visit
- b. Any civil permission of laying cables must be the responsibility of the successful bidder.
- c. Comprehensive documentation for the solution provided. This includes operation manual for equipment and hardware supplied and installed as well as maintenance.
- d. Technical training with training material to two (2) network administrators on the operation of maintenance of all equipment supplied.
- e. 24 hour every day technical help desk support and, conduct preventative maintenance such as firmware and software updates as well as changing

configurations as per PEEPA needs. The bidder should also document assurance and about percentage availability of the internet service for the entire duration of the contract.

- f. VPN Tunnel setup and configuration(optional)
- g. Firewall/Gateway Administration QOS – (FortiGate 100F)
- h. Supply, Installation and configuration of Cisco router and Access points (*6)

6. Additional Notes

- I. The successful provider must have 7x24x365 coverage for technical assistance and/or helpdesk facilities.
- II. Under normal circumstances all problems should be resolved within maximum 24 hours after the notification from PEEPA is received.
- III. The proposal should also include describe what alternate routing or fallback arrangements for continuity of service they have in place (if any), should their primary link(s) to the Internet backbone become non-operational.
- IV. The selected provider must provide weekly\monthly reports on network performance, utilization and usage analysis.

Bidders can add on any other service that PEEPA may require to have an efficient, secure and stable network.

3 WARRANTY

Warranty period must be thirty-six (36) months post acceptance.

MEMORANDUM OF AGREEMENT

ENTERED INTO BY AND BETWEEN

THE PUBLIC ENTERPRISES EVALUATION AND PRIVATISATION AGENCY (PEEPA)

(Hereinafter referred to as “the Client”)

AND

XXXXXXXX (PTY) LTD

(Hereinafter referred to as “the Company”)

IN RESPECT OF:

PROVISION OF DOMAIN HOSTING AND INTERNET SERVICES

PREAMBLE

WHEREAS the Client invited **xxxxxx (Pty) Ltd** to submit a tender for PROVISION OF INTERNET AND DOMAIN HOSTING SERVICES for Public Enterprises Evaluation and Privatisation Agency (PEEPA)), at Plot 64511, Block 4, Unit 1 & 2 Fairgrounds Office Park,

AND WHEREAS xxxx (Pty) Ltd quoted to provide INTERNET AND DOMAIN HOSTING SERVICES required and PEEPA accepted such quotation ;

NOW THEREFORE the Parties agree as follows:

Clause 1

APPOINTMENT

The Client hereby appoints **Xxxx (Pty) Ltd** herein referred to as the Company and the Company hereby accepts the appointment to provide the services set out in Clause 9 in accordance with the provisions of this Agreement.

Clause 2

DEFINITIONS

In this Agreement, the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

Agreement	means the present agreement and its annexes together with all amendments thereto as agreed to between the Parties from time to time;
Appendix (ces)	means any document, approved by the Client and the Company, which is, from time to time, incorporated into this Agreement in the form of appendices. These documents may be amended in writing, from time to time, by mutual agreement between the Parties;
Client	means the Public Enterprises Evaluation and Privatisation Agency (PEEPA)
Commencement Date	means the date on which the Company shall commence the Services;
Company	means Xxxx (PTY) Ltd and includes its representatives, successors and permitted assigns;
Days	means Monday to Friday exclusive of Saturday and Sunday or public holidays unless otherwise stated;
Parties	means the Client and the Company, and "Party" shall mean either one of them;
Personnel	means persons hired by the Company and assigned to the performance of the Services or any part thereof;
Project	means the PROVISION OF DOMAIN HOSTING AND INTERNET PROVISION
Services	means the PROVISION OF DOMAIN HOSTING AND INTERNET PROVISION AT PEEPA Premises in Gaborone Office;
PEEPA Premises	means the premises of Public Enterprises Evaluation and Privatisation Agency
Fees	means fees paid by PEEPA to the Company for PROVISION OF DOMAIN HOSTING AND INTERNET SERVICES
Procuring Entity	means the Public Enterprises Evaluation and privatisation Agency
Signature Date	means the date of signature by the last signing of the Parties.

Clause 3

INTERPRETATION

1. Clause headings are for convenience only and shall not be used in interpretation of this Agreement.
2. All other terms other than those defined in this Agreement will be given their plain English meaning.
3. Unless this Agreement clearly indicates the contrary, an expression which denotes
 - a) a person includes a legal person; and
 - b) Singular includes plural and vice versa
4. Any reference to a statutory provision or statute (unless the context clearly indicates otherwise) shall be a reference to a statute of the Republic of Botswana and shall include any subordinate legislation made from time to time under that provision or statute and shall include that provision or statute as amended or re-enacted from time to time.

5. Expression of words defined in this Agreement shall bear the same meaning when used in Appendices, annexes or schedules to this Agreement which do not themselves contain their own definitions
6. Where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is specifically stated in the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purpose in terms of this Agreement, notwithstanding that the terms has not been defined in the Definition clause.

Clause 4

SCOPE OF SERVICES

The Services to be performed by the Company under this Agreement are described in the Terms of Reference set forth in **Clause 9**.

Clause 5

RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein shall be construed as establishing or creating a relationship of master and servant or principal and agent as between the Parties, it being agreed that the position of the Company and anyone else performing the Services on behalf of the Company under this Agreement is that of an independent entity.

Clause 6

GOVERNING LAW AND LANGUAGE

1. This Agreement shall be governed and construed in accordance with the laws of Botswana, which shall mean the present laws, and any amendments thereto or new laws passed during the validity of this Agreement.
2.
 - a) This Agreement shall be construed and interpreted in English
 - b) All communications, correspondence and reports pertaining to this Agreement shall be in English.

Clause 7

ENTRY INTO FORCE

Notwithstanding the date of signature hereof, this Agreement shall come into force on the **XX March 2025**.

Clause 8

COMMENCEMENT AND DURATION

1. This Agreement shall commence on the **xxx March 2025 to xxx March 2028**.
2. This Agreement shall remain in force for a period of **xxx (xx) years** unless earlier terminated by mutual agreement of both Parties, or by either Party in accordance with its terms. The contract may be extended subject to agreement between the parties.

Clause 9

OBLIGATIONS OF THE OF THE PARTIES

1. PEEPA shall:
 - a) Effect timely payment of fees for the services rendered.

- b) Provide the necessary facilities to enable the Company to perform the services under this Agreement. Such facilities shall include, but not be limited to lighting and power.
 - c) Notify the Company as soon as is reasonably practicable, of any dishonest, wrongful or negligent acts or omissions by the Company's employees or agents in connection to this Agreement.
 - d) Furnish the Contractor with all pertinent data and information available to it within a reasonable time and shall give such assistance as shall be reasonably required by the Company for the carrying out of its duties under this Agreement; and
 - e) In such reasonable time as not to delay or disrupt performance by the Contractor of its services under this Agreement, give its decision on all reports, proposals, recommendations and other matters relating to this Agreement and referred to it by the Contractor.
2. The Company shall:
- a) Provide domain hosting and internet services solution
 - i. Setup and Installation of 80Mbps dedicated link
 - ii. Domain hosting and company website hosting
 - iii. Set Up and Installation of VPN links – (optional)
 - iv. Supply and Configuration of Cisco router
 - v. Supply and Configuration of Access Points
 - vi. Provision of Bandwidth Monitoring tool
 - vii. Support and Maintenance of the FortiGate Firewall
 - viii. Termination of Fibre Optic cable to link offices

Clause 10

PAYMENT TO THE COMPANY

1. The company is expected to remunerate its employees as per the Employment laws of Botswana. Non – payment or continued delayed payments shall be considered as a breach of this contract.

Clause 11

CORRUPT OR FRAUDULENT PRACTICES

1. The Client reserves the right to debar the Company from providing services to PEEPA or from bidding on PEEPA – related contracts if the Company has engaged in corrupt or fraudulent practices in competing for or in executing this Agreement, in which case the Client may in writing terminate this Agreement for default.
2. For purposes of this Clause:
 - a) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection or procurement process, or in the execution of the contract or as a reward for doing any action in relation to the obtaining or execution of the contract; and
 - b) "fraudulent practice" means a misrepresentation of facts in order to influence a selection or procurement process, or the execution of a contract to the detriment of the Client, and includes collusive practices amongst bidder (prior to or after bid submission) designed to establish bid prices at artificial and non-competitive levels and to deprive the Client of the benefits of free and open competition

3. The Client shall be entitled to terminate the contract and recover from the Company the amount of loss resulting from such cancellation if the Company or its representatives shall have engaged in any of the above practices.

Clause 12

TERMINATION

1. Unless extended in writing in accordance with its terms, or earlier terminated pursuant to its terms, this Agreement shall terminate automatically on the lapse of the stipulated thirty-six (36) months period as per clause 8 above.
2. Any party may terminate this Agreement at any time by giving the other party one (1) month written notice. In the event of such termination and subject to the terms of this Agreement, all unbilled, accrued and unpaid fees and expenses payable to the Company at the time of the termination shall immediately become due and payable. All the properties of the client (regardless of whatever form they exist) in the possession of the company, shall not be unreasonably withheld by the Company.
3. The Client may terminate this Agreement on the occurrence of any or all the following:
 - 3.1 If the Company is unable to perform a material term of the contract with reasonable skill care and due diligence;
 - 3.2 If the Company does not remedy a failure in the performance of its obligations under this contract within fourteen (14) days after being notified.
 - 3.3 If, as a result of Force Majeure, the Company is unable to perform a material portion of the services for period not less than thirty (30) days.
 - 3.4 If the Company assigns or cedes its rights under this contract, contrary to the provisions of clause 15 of this contract.
 - 3.5 If the company becomes insolvent or bankrupt.
4. The Company may terminate this contract on the occurrence of any or all of the following:
 - 4.1 If client fails to pay any monies due to it despite reminders as Set out in Clause 21(d)
 - 4.2 In the event that the Company reasonably determines that it is unable to complete the services as a result of the client's inaction or delay in taking the necessary steps to enable the Company to perform the services including, without limitation, the Client's inaction or unreasonable failure to discharge its obligations.
5. Termination of this Agreement shall not prejudice any rights of either Party, which had arisen on or before the date of termination.

Clause 13

TERMINATION FOR BREACH

1. Where there is a breach of any of the terms of this agreement, the attention of the party in breach should be drawn to it in writing and be given a period not exceeding 14 days to rectify the breach failing which and at the expiration of the 14 days this agreement may be terminated without further notice.
2. Any claim for damages arising out of breach and termination shall be agreed between the Client and the Company, failing agreement, shall be referred for arbitration in accordance with this Agreement.

Clause 14

FORCE MAJEURE

1. Neither Party shall be liable for failure to perform under this Agreement if such failure is as a result of "Force Majeure". For the purposes of this Agreement "Force Majeure" means an event which is beyond the reasonable control of a Party and which event makes a Party's performance under this Agreement impossible or so impractical as reasonably to be considered impossible under the circumstances.
2. "Force Majeure" shall not include:
 - a. any event which is caused by the negligence or intentional action of the Party claiming "Force Majeure" or such Party's sub-contractors or agents or employees, nor
 - b. any event which a diligent Party could reasonably have been expected to:
 - i) Take into account at the time of the execution of this Agreement; and
 - ii) Avoid or overcome in the carrying out of its obligations hereunder.
3. A party claiming "force Majeure" or is of the view that "force Majeure" exists shall notify the other party within eight (8) days of such existence of "force Majeure" or such reasonable time as possible.
4. During the period of such "Force Majeure", the provisions of this Agreement shall be suspended and neither Party shall have any claim against the other by virtue of such Force Majeure.
5. The extended time schedules for the performances of the Services interrupted by such suspension shall be revised by mutual agreement when those Services are resumed, (but the extended time schedules shall not exceed the total period of the delay).
6. Where the services agreed upon in terms of this Agreement are to be resumed, the time schedules for the performance of the services interrupted by such suspension shall be revised by mutual agreement.
7. Where both parties agree that "Force Majeure" exists either party may terminate this Agreement if such "Force Majeure" extends for more than thirty (30) calendar days. Notice of not less than fifteen (15) calendar days of its intention to terminate this Agreement or part thereof shall be given by the terminating Party to the other Party. Where one party does not agree then the matter may be referred to litigation.
8. In the event of such termination, the Law-Firm shall be paid for work and services carried out up to the date of notification.

Clause 15

ASSIGNMENT

1. Neither this Agreement nor any duty or right under it shall be delegated, sub-contracted or assigned by the Company without the prior written consent of the Client which shall not be unreasonably withheld.

Clause 16

INDEMNIFICATION

1. The Company agrees to indemnify and hold harmless the Client, its officers, employees and agents against all claims, suits and losses, including reasonable attorney's fees, that are due to personal injury (including death) or property damage to the extent caused, or alleged by a claimant to have been caused, in connection with the performance of work and Services under this Agreement, from:
 - a) improper or defective work performed by the Company;
 - b) improper or defective machinery, materials, supplies, implements, equipment or appliances provided, delivered, installed or used by the Company, or
 - c) negligent or wrongful acts or omissions of the Company.
2. The obligations set out in this Clause shall survive the completion, expiration or termination of this Agreement.

Clause 17

ALTERATION

No alteration, variation, cancellation, addition or amendment to, or deletion in this Agreement, including this clause, shall be of any force or effect unless put in writing and signed by both Parties.

Clause 18

WAIVER

No failure, delay, relaxation or indulgence on the part of either Party in exercising any power or right conferred upon such Party in terms of this Agreement, shall operate as a waiver of such power or right, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof, or the exercise of any other power or right under this Agreement.

Clause 19

GENERAL

If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the same shall not affect the remainder of this Agreement, which shall remain of full force and effect.

Clause 20

WARRANTY OF AUTHORITY

Each Party warrants to the other Party that it has the power, authority and legal power to sign and perform this Agreement, and that this Agreement has been duly authorised and constitutes valid and binding obligations on it in accordance with the terms of this Agreement.

Clause 21

SETTLEMENT OF DISPUTES

Any dispute arising under this Agreement shall be dealt with as follows:

1. Amicable Settlement
 - a) The Parties shall use all reasonable efforts to settle amicably all disputes arising out of, or in connection with the application or interpretation of this Agreement.
 - b) Either Party shall notify the other party in writing of any issue arising from either a non-performance under this contract or non-adherence to the Scope of Works as agreed between the parties, and propose recourse to an amicable settlement.
 - c) Either party shall be expected to respond to the complaint/dispute in writing. The time limit for responding in writing to a complaint/dispute shall be 14 working/calendar days from the date of receipt of such a complaint.
 - d) Where the time limit indicated above is not satisfied, a final reminder may be delivered by the Party raising the dispute. If no response has been received within 14 working/calendar days of receipt of the reminder, it shall be deemed that the attempt to make an amicable settlement has failed, and the Party in default shall be liable to compensate the other Party for any loss that may have been incurred as a result of the non-performance or breach of its contractual obligations, unless the Parties have in writing agreed on an alternative course of action.
2. Litigation

If the amicable settlement fails, either Party may institute or lodge their dispute in any court of competent jurisdiction in the Republic of Botswana.

Clause 22

DOMICILIUM CITANDI ET EXECUTANDI

The Parties choose as their *domicilium citandi et executandi* their respective addresses for all purposes arising out of or in connection with this Agreement, and at which addresses all the processes and notices arising out of or in connection with this Agreement, its breach or termination, may validly be served upon or delivered to the Parties.

FOR THE CLIENT: Public Enterprises Evaluation and Privatisation Agency

Plot 64511,Block 4 ,Unit 1 & 2

P/Bag 00510

Gaborone

Tel: 3980000

Fax: 3188662

Email:

FOR THE COMPANY: xxxx (PTY) LTD

P O Box xxx, xxx

Gaborone

Tel: xxx Mobile: xxx

Clause 24

SERVICE OF NOTICE

1. The Parties will accept service of all documents, notices and processes in terms hereof at their *domicilium citandi et executandi* stipulated in Clause 23 above of this Agreement.
2. Any notice or communication sent by either Party to the other shall be deemed to be received on the seventh (7th) day after the date of posting by registered post or on the date of delivery in the case of delivery by hand, or where such notice is transmitted by way of facsimile on the record date of the transmission of such facsimile provided such facsimile must be promptly confirmed by letter sent by mail.
3. Either Party shall be entitled to change the address specified by it in terms of this Agreement to any other address (not being a post office box or post restante) on not less than fourteen (14) days prior written notice to the other Party.
4. It is specifically agreed that e-mail communications shall be used for the service of notices.

Clause 25

ENTIRE AGREEMENT

1. This Agreement, including all annexes, appendices and other documents attached hereto and referred to herein, constitutes the entire, integrated understanding and agreement between the Parties and supersedes any oral or prior written Agreement with respect to the subject matter of this Agreement.
2. The headings and numbers used in this Agreement and its appendices are for convenience only and shall not be construed or interpreted as having a bearing on the contents, or context or meaning of its provisions.
3. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

Clause 26

EXECUTION

This Agreement is executed by the duly authorised representatives of the Client and the Company whose signatures appear below.

THUS DONE AND EXECUTED IN GABORONE, BOTSWANA

thisday of.....2025

FOR AND ON BEHALF OF THE CLIENT

NAMES SIGNATURE

(being authorised in this capacity as PEEPA

Witnesses: 1).Names: _____

Signature: _____

2).Names: _____

Signature: _____

THUS DONE AND EXECUTED IN GABORONE, BOTSWANA

this.....day of.....2025

FOR AND ON BEHALF OF THE COMPANY

NAMES: _____ SIGNATURE: _____

(being authorised in this capacity as-----

Witnesses: 1).Names: _____

Signature: _____

2).Name: _____

Signature: _____

APPENDIX A

Payment Plan (Quotation]