



TENDER DOCUMENT

TENDER NO: DTCB 043 – 2023

**CALIBRATION OF INSTRUMENTS AT DIAMOND TRADING COMPANY
BOTSWANA**

TENDER CLOSING DATE: 5TH SEPTEMBER 2023

CLOSING DATE : 1200HOURS

1. Overview

Diamond Trading Company Botswana (DTC Botswana) is a 50/50 Joint Venture partnership between the Government of the Republic of Botswana and De Beers. It is the world's largest and most sophisticated rough diamond sorting and valuing operation.

DTC Botswana sorts and values Debswana Diamond Company's rough diamond production. Debswana Diamond Company (Pty) Ltd is a 50/50 Joint Venture partnership between the Government of the Republic of Botswana and De Beers. The main purpose of DeBeers Company is to mine and recover diamonds optimally and responsibly.

2. Invitation to Tender

DTCB invites experienced and fully accredited service providers for the calibration of the DTC Botswana Diamond Cleaning Plant (DCP) instruments

3. Scope of Work

The scope covers the following:

- I. Calibration of all the DCP instruments in **Annexure A**
- II. Commissioning of instruments after removal/installation
- III. Issuing of calibration certificates
- IV. Handover

4. Submission of Proposal

Proposals should be emailed to tenders@dtcb.co.bw on or before closing date on the 18th August 2023 at 1200hours.

Facsimile or telephonic submissions will not be accepted. Late and incomplete submissions will not be accepted.

5. Enquiries prior to tender closing date

Prospective tenderer requiring any clarification of the tender document may notify DTCB in writing or by email to tenders@dtcb.co.bw. DTCB will respond in writing to any request for clarification of the tender document which it receives before **25th August 2023 before 12 noon**. Written responses including an explanation of the query but without identifying the source of inquiry will be sent to all prospective tenderers that have been invited to tender.

6. Tender Validity Period

The tender shall be valid for 3 months (90 calendar days) from the tender closing date.

7. Tender Submission and Award

- I. DTCCB reserves the right to amend or cancel this tender.
- II. DTCCB is not bound to appoint the lowest or any other tenderer.
- III. The decision on the award of the tender solely remains with DTCCB.
- IV. DTCCB shall not be liable for the expenses incurred during preparation
- V. The proposals shall be written in English.

8. Legal requirements

- I. DTCCB will enter into a formal contract with the awarded bidder prior to starting the work. It is a pre-requisite to ensure that the parties are both committed to the assignment.
- II. The contract shall be managed and run in accordance with the Botswana laws. Tenderers are responsible to familiarize themselves with the laws of Botswana

9. Compliance Requirements

Successful tenderer shall be expected to comply with the following:

- i. DTCCB Safety, Health and Environment requirements as detailed in Annexure C.
- ii. Business Integrity principles as detailed in Annexure D.
- iii. Security Requirements as detailed in Annexure E
- iv. Non-disclosure agreement in Annexure F

10. Modification and Withdrawal of tender

- I. The tenderer may modify or withdraw its tender after submission of the tender provided that a written notice of the modification, including substitution or withdrawal of the tender is received by DTCCB prior to the deadline prescribed for submission of tender.
- II. No tender may be modified after the deadline for submission of tenders.
- III. No tender may be withdrawn on the interval between the deadline for submission of tenders and the expiration of the period of tender validity.

11. Amendment of Documents

- I. At any time prior to the deadline for submission of tenders, DTCCB, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender document and send written amendments or addendum to all tenderers who have been invited to tender.
- II. In order to allow prospective tenderers reasonable time in which to take the amendments into account in preparing their tender, DTCCB, at its own discretion, may extend the deadline for the submission of tenders.

12. Clarification of tenders

To assist in the examination, evaluation and comparison of tenders, DTCCB may at its discretion, ask the tenderer for clarification of its tenders. The request for clarification and the response shall be in writing and no change in the prices or substance of the tender shall be sought, offered or permitted. Any effort by the tenderer to influence DTCCB in its tender evaluation, comparison or contract award decision will result in the rejection of the tenderer's tender.

13. Authority of tender

The Tender must be signed by a person duly authorised to do so, **failing which the proposal will be deemed non-complaint.**

14. Errors in the tender document

There shall be no erasing or overwriting for any mistake which is corrected in the tender document

15. Requirements

Prospective bidders are required to submit a comprehensive proposal outlining how they will deliver the scope of work including but not limited to:

15.1 Expertise

- I. Bidders should demonstrate experience calibration of instruments
- II. Accreditation certificates e.g SANAS/SADCAS etc. should be submitted
- III. Bidder should provide information on the qualifications and experience of personnel to be used on the assignment. There must be clear and demonstrable

evidence of their experience in calibration of similar instruments. Abridged curriculum vitae are required.

15.2 Methodology and Approach

Methodology and approach of how calibration will be undertaken should be submitted.

15.3 Quality Assurance

The Bidder is required to outline how they will ensure that the work is completed to the required standard within the cost and on time.

15.4 Reference Sites

Prospective is expected to provide the following:

- I. Submit references written by clients where instruments have been calibrated
- II. Key personnel deployed to the projects and their experience
- III. Nature and scope of the assignment

Please note that shortlisted bidders shall expect their client references to be contacted during the tender evaluation process.

16. Tender Price

- I. Tenderers are required to submit a detailed price breakdown based on the scope of work
- II. The contract price shall be fixed for the entire duration of the contract and the tenderer should allow within the scope of this tender for any variation subject to inflationary adjustments, which may affect the cost of the work during the contract period.
- III. Price charged by the contractor to undertake the scope of work shall not vary from the price quoted in the tender document.
- IV. Payment shall be made within 30 days from the date of receipt of an invoice. Payment shall be made through electronic funds transfer into the supplier's account.
- V. All prices should be inclusive of tax where applicable

17. Form of Tender

Tenderers are required to complete, sign and submit form of tender contained in **Annexure H.**

18. Tender Evaluation

Tender evaluation criteria are contained in **Annexure B.**

19. Security Vetting

Respondents to the tender shall be subjected to the DTC Botswana internal security vetting process. Prospective bidders are required to complete the security form in Annexure E and attach copies of identity or passport for foreign nationals, submit it with the tender documents.

20. Confidentiality

All documentation and any other information produced will be the intellectual property of DTCCB exclusively and should be treated as confidential. No information obtained by the Service Provider as a result of the consultancy shall be given or applied to a third party without written consent from DTCCB.

ANNEXURE A- LIST OF INSTRUMENTS TO BE CALIBRATED

Pricing Schedule should be completed and submitted with the tender.

LIST OF INSTRUMENTS FOR CALIBRATION AND PRICING SCHEDULE					Area	Price(Vat exclusive)
Item No.	Make	Instrument	Quantity	Quantity By Make		
1	Vega	Level transmitter (radar)	7	7		
2	Wika	Pressure gauge	98	117	All areas	
3	Wika	Temperature transmitter	15			
4	Wika	Bimetal thermometer	4			
5	Siemens with Wika	Pressure transmitter (DS111PT)	20	20		
6	EX heat supplied E+H	Temperature transmitter (PT100)	2	2		
8	Krohne	pH Probe	5	30		
9	Krohne	VA flowmeter	25			
10	George Fischer	pH electrode / amplifier	3	3		
11	Baumer	Combyluz Conductive transmitter	2	2		
12	Jumo	K type thermocouple	2	2		
13	Siemens	Flow transmitter	1	1		
14	ASV stubbe	VA flowmeter	1	1		
15	Draeger	Gas analyser	10	10		
16	Key instruments	VA flowmeter	47	47		
17	WIKA + ASV	Pressure gauge (with seal)	2	2		
18	Festo	Pressure gauge	7	7		
19	Endress + Hauser	Flow transmitter	7	40		
20	Endress + Hauser	Level transmitter (radar)	10			
21	Endress + Hauser	Pressure transmitter	11			
22	Endress + Hauser	pH meter	5			
23	Endress + Hauser	Conductivity meter	4			
24	Endress + Hauser	Temperature transmitter	3			
25	Endress + Hauser	Thermocouple (Type K)	18	18	Salt Bath 1 & 2	
26	Compt Act	Control valve	2	2	Hot & Cold DI	
27	YT100	Control valve	2	2	RO plant	
28	Dwyer	Pressure Transmitter	1	1	GP Scrubber	
29		Conductivity Transmitter	3	3	Ultrasonic Machine MC1,2,3	
30	Endress + Hauser	Conductivity Transmitter	2	2	RO , ETP	
31	Endress + Hauser	pH transmitter	2	2	SA & GP scrubber	

ANNEXURE B- TENDER EVALUATION CRITERIA

EVALUATION CRITERIA

Bidders are advised that the following will be considered during tender evaluation. The evaluation shall be carried out in three stages:

- Stage 1: Compliance
- Stage 2: Technical Evaluation
- Stage 3: SHE Compliance
- Stage 4: Financial Evaluation

STAGE 1: COMPLIANCE

Proposals should satisfy the following compliance requirements to be considered for further evaluation:

- a) Submission of a Certified Copy of a Certificate of Incorporation
- b) Submissions of a Copy of a Certified Accreditation Certificate
- c) Submission of a Copy of a Tax Registration Certificate or Exemption thereof,
- d) Submission of a Certified Copy of Share Certificate(s)
- e) Submission of form containing Directors' details

STAGE 2: TECHNICAL EVALUATION

This stage shall account for **70%** of the total score.

Compliant bids shall be evaluated to determine compliance to the set criteria. The following criterion and weights shall be considered at this stage:

- a) Experience of the company(bidder) -Consultancy firm's experience in the Calibration of Instruments– **20%**
 - The company should have at least 5years of experience in the industry.

- b) Proof of training of key personnel and team on the calibration of instruments. Manpower and Capacity.
- Abridged curriculum vitae of proposed key personnel detailing their experience and academic qualifications.
 - Curriculum vitae and Copies of certified academic certificates and valid Certifications - **25%**
- c) Client reference letters where the company has previously been engaged or currently contracted to deliver similar services - **10%**
- Submission of at least 3 relevant client references. References may be validated.
- d) Methodology and approach -**30%**
- Submission of comprehensive methodology in line with the scope of work
- e) Quality Assurance (**5%**)
- Quality assurance measures in place
- f) Project Plan – **15%**
- Submission of a comprehensive project plan showing deliverables and timeframes.

The total technical score above is **100%**. The bidder has to score **70%** and above to proceed to the next stage

STAGE 3: SAFETY HEALTH AND ENVIRONMENT ASSESSMENT (10%)

Proposals should satisfy the following SHE requirements to be considered for further evaluation:

- a) Submission of a SHE Policy
- b) Submission of a risk management Plan inclusive of a baseline risk assessment specific to the scope of work.
- c) Submission of SHE appointees' credentials including abridged curriculum vitae containing academic qualifications and relevant experience. Copy of certified academic certificate(s) should be submitted.

STAGE 4: FINANCIAL EVALUATION

This stage shall account for **20%** of the total score.

Technically compliant bids shall be subject to financial evaluation. In the financial evaluation of the tender, the following will be considered:

Evaluation Criteria:

- The Financial Proposals will be checked for the following:
- The tenderer must provide all prices and costs in their own currency

Arithmetic Check:

- The tender will be checked for arithmetic errors. Tenderers will be notified in writing of any errors and asked to provide clarifications or if they wish to stand by their original bid.

Qualifications made to the Tenderer's Financial Bid:

- Any qualifications made in a tenderer's financial bid will be evaluated. Should such a qualification have a material effect on the tender or on the performance of the contract, then it will be considered in the final recommendations made for the appointment of the bidder and may result in the rejection of the bid.

The criteria for evaluating financial proposals will be as follows:

$$F_{\text{Financial}} = \frac{20\% \times (\text{Lowest Financial Bid})}{(\text{Financial Bid of Tenderer})}$$

Weighting for Technical and Financial Proposals:

- The overall weight for financial score is 20%. The overall assessment shall be weighted as follows:
 - Technical Proposals = 70%
 - SHE Compliance = 10%
 - Financial Proposals = 20%

Final Weighted Score:

- The assessed final weighted score will be calculated for each bid found to be admissible by using the tenderer's scores attained from the Technical Evaluation ($T_{\text{Technical}}$), the Financial Evaluation ($F_{\text{Financial}}$) in the following formula:

$$\text{Total weighted score} = T_{\text{Technical}} + \text{SHE Score} + F_{\text{Financial}}$$

ANNEXURE C

SAFETY HEALTH AND ENVIRONMENT OBLIGATIONS

Every member of the Contractor's Team shall, whilst at DTCB adhere to the following DTC Botswana SHE requirements:

1. SHE induction
Members shall attend SHE induction prior to commencing work provided by the DTC Botswana SHE section. The induction will be in 2 parts, namely:
 - ❖ General induction
 - ❖ Site specific induction done in conjunction with the area line manager
2. Hazard identification and Risk Assessment (HIRA)
 - ❖ Individuals and groups shall conduct risk assessments in their areas of work and manage the identified risks.
3. SHE Training
 - ❖ Where required, individuals shall attend identified SHE training as per the training matrix and schedule.
4. Personal Protective Clothing (PPE)
 - ❖ Where required, every member shall wear protective clothing and keep same in the condition as stipulated in the PPE policy
5. OHSAS Requirements
 - ❖ All members shall comply with the DTC Botswana requirements regarding OHSAS 18001. These may include being asked to partake in the audits/inspections, incident investigations and being available for interviewing during inspections, audits or investigations
 - ❖ SHE procedures as amended and or reviewed from time to time shall be complied with
6. Incident Reporting and Investigation
 - ❖ All members of the Contractor shall familiarise themselves with and report incidents and accidents as and when they happen to them or in their area(s) of work as described in the incident reporting and investigation procedure
7. DTC Botswana SHE Policy
 - ❖ The DTC Botswana SHE policy shall be the overriding SHE Policy on site

ANNEXURE D

BUSINESS INTEGRITY PRINCIPLES

The Contractor and, where applicable, each member of the Contractor's team shall adhere to the following requirements, during the time this agreement is in place:

1. Comply with all applicable laws dealing with corruption.
2. Ensure that no offer, promise or gift of money or anything of value, is made to any employee of DTCB or anyone else, to influence action or inaction or to obtain an improper advantage from DTB, or for DTCB or a third party.
3. In the event that the Contractor or any member of its team becomes aware of any act or omission, that is or seems to be fraudulent, corrupt or improper, involving DTCB in any way, a report should be made to DTCB by the next working day.
4. Have an anti-corruption, ethics or business integrity policy.
5. Conduct business in an ethical manner.

ANNEXURE E - SECURITY VETTING FORM

Please complete the form below, attach copies of CIPA certificate of incorporation, company extract, copies of Directors' IDs and submit as part of the proposal.



DTC Botswana

SUPPLIER/VENDOR VETTING FORM

1	Name of Supplier/Vendor/Contractor	
2	Business registration number or identity number of sole proprietor/partnerships	
3	Vat number	
4	Trade Name/s of business	
5	Nature of business i.e. Core Industry of business	
6	Type of business e.g. Sole Proprietor / Pty Ltd / CC / Partnership / Limited / Parastatal / Other (specify)	
7	Full name and surname of authorized signatory	
8	Designation of authorized signatory	
9	Domicilium address (i.e. this is your address at which you will accept service of legal notices/ documents)	
10	Physical address and Postal address	
11	Tele/cellphones and Fax numbers	
12	Email addresses of directors and signatories	
13	Holding company name and registration number	
14	Affiliations (Company name(s) and registration)	

I authorize and give consent to DTCB in obtaining information regarding me and my company

Name..... Surname

Date: Signature

ANNEXURE F

SECURITY OBLIGATIONS

The Contractor and each member of the team shall adhere to the following security requirements, whilst at DTCB:

1. Security Induction

The members of the team must all undergo a detailed security induction carried out by DTCB.

2. Precious and Semi-Precious Stones Act Cap 66:03

Comply with the Act, which regulates the rough diamond business in Botswana; in terms of which Debswana and DTCB premises have been declared Precious Stones Security Area.

3. DTCB Diamond Risk Management Policies as listed below

3.1 Access Control

The policy details the requirements for entry and exit of employees, visitors and contractors within the security area.

3.2 Goods Movement

The policy details the requirements for entry and exit of all goods and assets carried by employees, visitors and contractors within the security area.

3.3 Product Protection

The policy details the requirements for control of some specific activities within DTCB carried out by employees, visitors and Agreementors within the security area.

4. DTCB Diamond Risk Management Procedures as listed below

4.1 Access Control

4.2 Goods Movement

4.3 Product Protection

4.4 Diamond Audit

ANNEXURE G– NON-DISCLOSURE AGREEMENT

NON-DISCLOSURE AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN

DIAMOND TRADING COMPANY BOTSWANA (PROPRIETARY) LIMITED

a company duly registered in Botswana represented herein by XXX in his capacity as PLANT MANAGER (hereinafter referred to the Disclosing party)

And

(NAME OF COMPANY)

a company duly registered in Botswana represented herein by XXX in his capacity as XXX (hereinafter referred to as the Receiving Party)

WHEREAS the disclosing party wishes to exchange information with the receiving party for the sole purpose of the receiving party to undertake calibration the plant equipment at the disclosing party's premises

WHEREAS the Disclosing party desires that the Receiving party protects the confidentiality of such information

NOW THEREFORE the parties agree as follows:

.1 DEFINITIONS

In this Agreement, the following terms will have the following meanings:

“Confidential **Information**” means any information which is confidential in nature or that is treated as being confidential by the Disclosing party, whether such information is or has been conveyed to a Receiving party orally or visually or in written or other tangible form, and whether such information is received or accessed by the Receiving party, directly or indirectly.

“Disclosing Party” means a party that discloses confidential information to the other party pursuant to this Agreement.

“Receiving Party” means a party that receives confidential information from the other party pursuant to this Agreement.

.2 RECEIVING PARTY’S OBLIGATION

- I. To hold the confidential information in strict confidence and take all reasonable precautions to protect such information
- II. Not to disclose any confidential information or any information derived therefrom to any third party
- III. Ensure that its employees, agents or subcontractors to whom confidential information is disclosed or who have access to such information sign a nondisclosure agreement
- IV. Not to make any use whatsoever at any time of such information except to evaluate internally its relationship with the Disclosing party
- V. Not copy or transmit in any manner such information

.3 EXCEPTIONS

Notwithstanding anything to the contrary herein, the following will not constitute confidential information for the purpose of this agreement:

- I. Information that the Receiving party can show, by documentary and competent evidence, was known by it prior to the disclosure thereof to the Receiving party;
- II. Information that is or becomes generally available to the public other than as a result of disclosure directly or indirectly by a Receiving party in breach of this Agreement;
- III. Information of which the Disclosing party has authorised the unrestricted disclosure
- IV. Information that a Receiving Party can show, by documentary and competent evidence, to have been developed independently by the Receiving party without using the Disclosing party’s confidential information;
- V. Information that becomes available to a Receiving party on a non-confidential basis from a source other than the Disclosing Party, provided that such a source is not in breach of its obligations of non-disclosure toward the Disclosing party

.4 OWNERSHIP

All confidential information is and shall remain the property of the Disclosing party. Nothing in this Agreement is to be construed as granting a Receiving party any title or ownership of the Disclosing party's confidential information.

.5 GENERAL

Addresses for Service

The Parties choose as their addresses for all purposes under this agreement, whether in respect of notices or other documents or communications of whatsoever nature, the following addresses:

DTCB:

Physical:	Plot 63016, Block 8, Gaborone
Postal:	P/Bag 0074, Gaborone
Attention:	Plant Manager

The Contractor:

Physical:	XXX
Postal:	XXX
Attention:	XXX

Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing and hand delivered or posted to the other party by prepaid registered or recorded mail.

SIGNED by and for DIAMOND TRADING COMPANY BOTSWANA (PROPRIETARY) LIMITED

on this _____ day of _____ 2023

Name: _____ Place: _____

Position: Plant Manager Signature: _____

Witness Name: _____ Signature: _____

Date : _____

SIGNED by and for (NAME OF COMPANY) on

this _____ day of _____ 2023

Name: XXX Place: _____

Position: XXX Signature: _____

Witness Name: _____ Signature: _____

Date : _____

ANNEXURE H- FORM OF TENDER

**Diamond Trading Company Botswana
Plot 63016, Airport Road
Block 8
Gaborone**

Having examined the invitation to tender (ITT) document the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the service in accordance with the tender documents for the sum of BWP.....(amount in figures).In words.....Vat exclusive

If our tender is accepted, we undertake to offer the service within..... weeks from receipt of official purchase order and complete within.....weeks.

We agree to abide by this for a period of ninety (90) days from the date fixed for tender opening and it shall remain bidding upon us and may be accepted at any time before expiration of that period.

We understand that you are not bound to accept the lowest or highest or any tender you may receive.

On behalf of the tenderer

Name: Signature.....

Title:

Tel No.....

Email Address.....

Date: