

REQUEST FOR PROPOSALS

**TECHNICAL ASSISTANCE:
PROCUREMENT ADVISORY SERVICES**

**FOR
THE REPUBLIC OF BOTSWANA'S MINISTRY OF MINERALS, ENERGY AND
WATER RESOURCES**

**PROVIDED UNDER
USTDA'S GLOBAL PROCUREMENT INITIATIVE: UNDERSTANDING BEST VALUE**

Submission Deadline: **4:00 P.M.**
LOCAL TIME
SEPTEMBER 25, 2014

Submission Place: Attn: The Secretary
Ministerial Tender Committee
Ministry of Minerals, Energy and Water Resources
Physical Address: Fairgrounds Office Park
Block C, Plot No. 50676
Machel Drive (opposite Stanbic Bank)
Block C, Ground Floor, Office No. 19
Gaborone, Botswana
Tel: +267 365-6600

**SEALED PROPOSALS SHALL BE CLEARLY MARKED AND RECEIVED PRIOR TO THE
TIME AND DATE SPECIFIED ABOVE. PROPOSALS RECEIVED AFTER SAID TIME
AND DATE WILL NOT BE ACCEPTED OR CONSIDERED.**

REQUEST FOR PROPOSALS

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Section 1: INTRODUCTION

The U.S. Trade and Development Agency (USTDA) has provided a grant in the amount of US\$497,420 to the Ministry of Minerals, Energy and Water Resources (MMEWR) of the Republic of Botswana (the “Grantee”) in accordance with a grant agreement dated June 23, 2014 (the “Grant Agreement”). The grant will fund the cost of goods and services required for technical assistance (“TA”) on the procurement assistance program (“Program”) under the Global Procurement Initiative: Understanding Best Value (“GPI”) in the Republic of Botswana (“Host Country”). The Grant Agreement is attached at Annex 4 for reference. The Grantee is soliciting technical proposals from qualified U.S. firms to provide expert procurement advisory services to perform the TA.

1.1 BACKGROUND SUMMARY

USTDA is providing this grant as a third phase of the Program for Botswana under the GPI. The GPI is designed to educate public procurement officials in emerging markets about life-cycle cost analysis and best-value determination in public procurement in order to improve the quality and sustainability of public investments in emerging markets and level the playing field for greater international competition. For more information on the GPI, visit www.ustda.gov/gpi.

The Republic of Botswana is USTDA’s first partner country under the GPI. In January 2014, USTDA approved Phases I and II of the Program for Botswana. In Phase I, USTDA provided three days of procurement training for approximately 40 officials from Botswana’s Public Procurement and Asset Disposal Board (PPADB), the Grantee, and eight additional ministries, followed by two days of consultations with the PPADB. USTDA’s GPI partner, the George Washington University Law School’s Government Procurement Law Program (GW), led the training and consultations, which took place from March 3-7, 2014 in Gaborone, Botswana. Phase II of the Program builds on the Phase I training by bringing 14 procurement officials from the PPADB, the Grantee, and two additional ministries to the United States for an orientation visit in Winter 2014. The visit will include advanced procurement training and meetings with U.S. federal and state-level procurement officials in the energy and transportation sectors. On March 5, 2014, USTDA signed a Memorandum of Understanding with the PPADB that formally established the Agency’s cooperation under the GPI.

In Phase III of the Program, USTDA is providing a grant to the Grantee for procurement advisory services from a U.S. firm (“Contractor”). The Contractor will provide two senior procurement advisors (“Advisors”) who will provide strategic, value-based procurement support to help the Grantee achieve value for money in publically-funded water and energy projects. The Contractor will support the Grantee as it takes on its new procurement responsibilities and prepares tenders for complex, high-value infrastructure projects in the water and energy sectors. Previously, the PPADB adjudicated large infrastructure tenders on behalf of Government of Botswana ministries; however, as the PPADB transitions to an oversight role as part of its five-year Strategic Plan, the Grantee will take on the added responsibility of adjudicating high-value, complex tenders. To facilitate the Grantee’s new procurement responsibilities and strengthen its existing procurement functions, which include providing oversight to the parastatal entities owned by the Grantee, the Contractor will provide the Grantee with strategic procurement support that takes into account value-based procurement methodologies. The Contractor’s

support should help the Grantee establish sound, quality-based, transparent procurement practices that contribute to the sustainability of infrastructure investments, support economic growth, and foster greater international competition.

The Advisors are to perform their duties in Gaborone, Botswana over a period of 18 months and will report their progress to the Grantee's Deputy Permanent Secretary ("DPS") for the Programme Management Office ("PMO"). One Advisor will provide overall strategic and policy direction for the PMO and the other Advisor will assist with preparing and reviewing tender documents and evaluation criteria, including life-cycle cost analyses, for specific, high-priority projects, including the North-South Carrier Phase 2.2 water expansion project. The Advisors' duties will include: assessing existing procurement practices, assisting in the establishment of quality and cost-assessment procurement guidelines, supporting acquisition planning and market research, developing specifications and value-based evaluation criteria, including life-cycle cost analysis, and strengthening reporting structures between the Grantee and the PPADB. The Contractor will provide equipment and expenses as needed to perform the Terms of Reference, including, but not limited to, laptop computers, international travel, site visits related to the completion of the Terms of Reference, and lodging.

1.2 OBJECTIVE

The objective of the grant is to help the Grantee establish sound, quality-based, transparent procurement practices that contribute to the sustainability of infrastructure investments, support economic growth, and foster greater international competition. The Terms of Reference (TOR) for this Technical Assistance are attached as Annex 5.

1.3 PROPOSALS TO BE SUBMITTED

Technical proposals are solicited from interested and qualified U.S. firms. The administrative and technical requirements as detailed throughout the Request for Proposals (RFP) will apply. Specific proposal format and content requirements are detailed in Section 3.

The amount for the contract has been established by a USTDA grant of US\$497,420. **The USTDA grant of \$US497,420 is a fixed amount. Accordingly, COST will not be a factor in the evaluation and therefore, cost proposals should not be submitted.** Upon detailed evaluation of technical proposals, the Grantee shall select one firm for contract negotiations.

1.4 CONTRACT FUNDED BY USTDA

In accordance with the terms and conditions of the Grant Agreement, USTDA has provided a grant in the amount of US\$497,420 to the Grantee. The funding provided under the Grant Agreement shall be used to fund the costs of the contract between the Grantee and the U.S. firm selected by the Grantee to perform the TOR. The contract must include certain USTDA Mandatory Contract Clauses relating to nationality, taxes, payment, reporting, and other matters. The USTDA nationality requirements and the USTDA Mandatory Contract Clauses are attached at Annexes 3 and 4, respectively, for reference.

Section 2: INSTRUCTIONS TO OFFERORS

2.1 PROJECT TITLE

The project is called Technical Assistance: Procurement Advisory Services for the Republic of Botswana's Ministry of Minerals, Energy and Water Resources, provided under USTDA's Global Procurement Initiative: Understanding Best Value.

2.2 DEFINITIONS

Please note the following definitions of terms as used in this RFP.

The term "Request for Proposals" means this solicitation of a formal technical proposal, including qualifications statement.

The term "Offeror" means the U.S. firm, including any and all subcontractors, which responds to the RFP and submits a formal proposal and which may or may not be successful in being awarded this procurement.

2.3 BACKGROUND ON PREVIOUS BOTSWANA GPI ACTIVITIES

USTDA has worked with officials from the Government of Botswana, including the Grantee, under the GPI on a previous phase of assistance. More information on the assistance is attached at Annex 2 for background information only.

2.4 EXAMINATION OF DOCUMENTS

Offerors should carefully examine this RFP. It will be assumed that Offerors have done such inspection and that through examinations, inquiries and investigation they have become familiarized with local conditions and the nature of problems to be solved during the execution of the Technical Assistance.

Offerors shall address all items as specified in this RFP. Failure to adhere to this format may disqualify an Offeror from further consideration.

Submission of a proposal shall constitute evidence that the Offeror has made all the above mentioned examinations and investigations, and is free of any uncertainty with respect to conditions which would affect the execution and completion of the Technical Assistance.

2.5 PROJECT FUNDING SOURCE

The Technical Assistance will be funded under a grant from USTDA. The total amount of the grant is not to exceed US\$497,420.

2.6 RESPONSIBILITY FOR COSTS

Offeror shall be fully responsible for all costs incurred in the development and submission of the proposal. Neither USTDA nor the Grantee assumes any obligation as a result of the issuance of this RFP, the preparation or submission of a proposal by an Offeror, the evaluation of proposals, final selection or negotiation of a contract.

2.7 TAXES

Offerors should submit proposals that note that in accordance with the USTDA Mandatory Contract Clauses, USTDA grant funds shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in the Host Country.

2.8 CONFIDENTIALITY

The Grantee will preserve the confidentiality of any business proprietary or confidential information submitted by the Offeror, which is clearly designated as such by the Offeror, to the extent permitted by the laws of the Host Country.

2.9 ECONOMY OF PROPOSALS

Proposal documents should be prepared simply and economically, providing a comprehensive yet concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

2.10 OFFEROR CERTIFICATIONS

The Offeror shall certify (a) that its proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with, and agreement of, any undisclosed group, association, organization, or corporation; (b) that it has not directly or indirectly induced or solicited any other Offeror to put in a false proposal; (c) that it has not solicited or induced any other person, firm, or corporation to refrain from submitting a proposal; and (d) that it has not sought by collusion to obtain for itself any advantage over any other Offeror or over the Grantee or USTDA or any employee thereof.

2.11 CONDITIONS REQUIRED FOR PARTICIPATION

Only U.S. firms are eligible to participate in this tender. However, U.S. firms may utilize subcontractors from the Host Country for up to 20 percent of the amount of the USTDA grant for

specific services from the TOR identified in the subcontract. USTDA's nationality requirements, including definitions, are detailed in Annex 3.

2.12 LANGUAGE OF PROPOSAL

All proposal documents shall be prepared and submitted in English, and only English.

2.13 PROPOSAL SUBMISSION REQUIREMENTS

The **Cover Letter** in the proposal must be addressed to:

The Secretary
Ministerial Tender Committee
Ministry of Minerals, Energy and Water Resources
Physical Address: Fairgrounds Office Park
Block C, Plot No. 50676
Machel Drive (opposite Stanbic Bank)
Block C, Ground Floor, Office No. 19
Gaborone, Botswana
Tel: +267 365-6600

An Original and eight (8) copies of your proposal must be received at the above address no later than 4:00 p.m. on September 25, 2014.

Proposals may be either sent by mail, overnight courier, or hand-delivered. Whether the proposal is sent by mail, courier or hand-delivered, the Offeror shall be responsible for actual delivery of the proposal to the above address before the deadline. Any proposal received after the deadline will be returned unopened. The Grantee will promptly notify any Offeror if its proposal was received late.

Upon timely receipt, all proposals become the property of the Grantee.

2.14 PACKAGING

The original and each copy of the proposal must be sealed to ensure confidentiality of the information. The proposals should be individually wrapped and sealed, and labeled for content including the name of the project and designation of "original" or "copy number x." The original and eight (8) copies should be collectively wrapped and sealed, and clearly labeled, including the contact name and the name of the project.

Neither USTDA nor the Grantee will be responsible for premature opening of proposals not properly wrapped, sealed and labeled.

2.15 OFFEROR'S AUTHORIZED NEGOTIATOR

The Offeror must provide the name, title, address, telephone number, e-mail address and fax number of the Offeror's authorized negotiator. The person cited shall be empowered to make binding commitments for the Offeror and its subcontractors, if any.

2.16 AUTHORIZED SIGNATURE

The proposal must contain the signature of a duly authorized officer or agent of the Offeror empowered with the right to bind the Offeror.

2.17 EFFECTIVE PERIOD OF PROPOSAL

The proposal shall be binding upon the Offeror for NINETY (90) days after the proposal due date, and Offeror may withdraw or modify this proposal at any time prior to the due date upon written request, signed in the same manner and by the same person who signed the original proposal.

2.18 EXCEPTIONS

All Offerors agree by their response to this RFP announcement to abide by the procedures set forth herein. No exceptions shall be permitted.

2.19 OFFEROR QUALIFICATIONS

As provided in Section 3, Offerors shall submit evidence that they have relevant past experience and have previously delivered advisory, Technical Assistance and/or other services similar to those required in the TOR, as applicable.

2.20 RIGHT TO REJECT PROPOSALS

The Grantee reserves the right to reject any and all proposals.

2.21 PRIME CONTRACTOR RESPONSIBILITY

Offerors have the option of subcontracting parts of the services they propose. The Offeror's proposal must include a description of any anticipated subcontracting arrangements, including the name, address, and qualifications of any subcontractors. USTDA nationality provisions apply to the use of subcontractors and are set forth in detail in Annex 3. The successful Offeror shall cause appropriate provisions of its contract, including all of the applicable USTDA Mandatory Contract Clauses, to be inserted in any subcontract funded or partially funded by USTDA grant funds.

2.22 AWARD

The Grantee shall make an award resulting from this RFP to the best qualified Offeror, on the basis of the evaluation factors set forth herein. The Grantee reserves the right to reject any and all proposals received.

2.23 COMPLETE SERVICES

The successful Offeror shall be required to (a) provide some local transportation as needed to perform the TOR if such support is not provided by the Grantee; (b) provide and perform all necessary labor, supervision and services; and (c) in accordance with best technical and business practice, and in accordance with the requirements, stipulations, provisions and conditions of this RFP and the resultant contract, execute and complete the TOR to the satisfaction of the Grantee and USTDA. For the purposes of completing the required services, the Grantee has agreed to provide office space and administrative support to the successful Offeror.

2.24 INVOICING AND PAYMENT

Deliverables under the contract shall be delivered on a schedule to be agreed upon in a contract with the Grantee. The Contractor may submit invoices to the designated Grantee Project Director in accordance with a schedule to be negotiated and included in the contract. After the Grantee's approval of each invoice, the Grantee will forward the invoice to USTDA. If all of the requirements of USTDA's Mandatory Contract Clauses are met, USTDA shall make its respective disbursement of the grant funds directly to the U.S. firm in the United States. All payments by USTDA under the Grant Agreement will be made in U.S. currency. Detailed provisions with respect to invoicing and disbursement of grant funds are set forth in the USTDA Mandatory Contract Clauses attached in Annex 4.

Section 3: PROPOSAL FORMAT AND CONTENT

To expedite proposal review and evaluation, and to assure that each proposal receives the same orderly review, all proposals must follow the format described in this section.

Proposal sections and pages shall be appropriately numbered and the proposal shall include a Table of Contents. Offerors are encouraged to submit concise and clear responses to the RFP. Proposals shall contain all elements of information requested without exception. Instructions regarding the required scope and content are given in this section. The Grantee reserves the right to include any part of the selected proposal in the final contract.

The proposal shall consist of a technical proposal only. A cost proposal is NOT required because the amount for the contract has been established by a USTDA grant of US\$497,420, which is a fixed amount.

Offerors shall submit one (1) original and eight (8) copies of the proposal. Proposals received by fax cannot be accepted.

Each proposal must include the following:

- Transmittal Letter,
- Cover/Title Page,
- Table of Contents,
- Executive Summary,
- Firm Background Information,
- Completed U.S. Firm Information Form,
- Organizational Structure, Management Plan, and Key Personnel,
- Technical Approach and Work Plan, and
- Experience and Qualifications.

Detailed requirements and directions for the preparation of the proposal are presented below.

3.1 EXECUTIVE SUMMARY

An Executive Summary should be prepared describing the major elements of the proposal, including any conclusions, assumptions, and general recommendations the Offeror desires to make. Offerors are requested to make every effort to limit the length of the Executive Summary to no more than five (5) pages.

3.2 U.S. FIRM INFORMATION

A U.S. Firm Information Form in .pdf fillable format is attached at the end of this RFP in Annex 6. The Offeror must complete the U.S. Firm Information Form and include the completed U.S. Firm Information Form with its proposal.

3.3 ORGANIZATIONAL STRUCTURE, MANAGEMENT, AND KEY PERSONNEL

Describe the Offeror's proposed project organizational structure. Discuss how the project will be managed including the principal and key staff assignments for this Technical Assistance. Identify the Project Manager who will be the individual responsible for this project. The Project Manager shall have the responsibility and authority to act on behalf of the Offeror in all matters related to the Technical Assistance.

Provide a listing of personnel (including subcontractors) to be engaged in the project, including both U.S. and local subcontractors, with the following information for key staff: position in the project; pertinent experience, curriculum vitae; other relevant information. If subcontractors are to be used, the Offeror shall describe the organizational relationship, if any, between the Offeror and the subcontractor.

A manpower schedule and the level of effort for the project period, by activities and tasks, as detailed under the Technical Approach and Work Plan shall be submitted. A statement confirming the availability of the proposed project manager and key staff over the duration of the project must be included in the proposal.

3.4 TECHNICAL APPROACH AND WORK PLAN

Describe in detail the proposed Technical Approach and Work Plan (the "Work Plan"). Discuss the Offeror's methodology for completing the project requirements. Include a brief narrative of the Offeror's methodology for completing the tasks specified in the TOR. Begin with the information gathering phase and continue through delivery and approval of all required reports.

Prepare a detailed schedule of performance that describes all activities and tasks within the Work Plan, including periodic reporting or review points, incremental delivery dates, and other project milestones.

Based on the Work Plan, and previous project experience, describe any support that the Offeror will require from the Grantee. Detail the amount of staff time required by the Grantee or other participating agencies and any work space or facilities needed to complete the Technical Assistance.

3.5 EXPERIENCE AND QUALIFICATIONS

Provide a discussion of the Offeror's experience and qualifications that are relevant to the objectives and TOR for the Technical Assistance. If a subcontractor(s) is being used, similar

information must be provided for the prime and each subcontractor firm proposed for the project. The Offeror shall provide information with respect to relevant experience and qualifications of key staff proposed. The Offeror shall include letters of commitment from the individuals proposed confirming their availability for contract performance.

As many as possible but not more than six (6) relevant and verifiable project references must be provided for each of the Offeror and any subcontractor, including the following information:

- Project name,
- Name and address of client (indicate if joint venture),
- Client contact person (name/ position/ current phone and fax numbers),
- Period of Contract,
- Description of services provided,
- Dollar amount of Contract, and
- Status and comments.

Offerors are strongly encouraged to include in their experience summary primarily those projects that are similar to the Technical Assistance as described in this RFP.

Section 4: AWARD CRITERIA

Individual proposals will be initially evaluated by a Procurement Selection Committee of representatives from the Grantee. The Committee will then conduct a final evaluation and completion of ranking of qualified Offerors. The Grantee will notify USTDA of the best qualified Offeror, and upon receipt of USTDA's no-objection letter, the Grantee shall promptly notify all Offerors of the award and negotiate a contract with the best qualified Offeror. If a satisfactory contract cannot be negotiated with the best qualified Offeror, negotiations will be formally terminated. Negotiations may then be undertaken with the second most qualified Offeror and so forth.

The selection of the Contractor will be based on the following criteria and their corresponding assigned weights:

1. **Technical Experience:** Offeror's proposed Advisors' experience in acquisition planning for large energy and water infrastructure projects and in utilizing value-based procurement models to structure procurements for such projects. Offeror's proposed Advisors' familiarity with: international best practices in procurement; value-based procurement models; water and energy infrastructure tender documentation; and public procurement systems in emerging economies. Offeror's proposed Advisors' demonstrated expertise in evaluating complex infrastructure projects utilizing total cost of ownership and life-cycle cost analysis (3-5 examples per Advisor) and experience in direct management of infrastructure projects.

Technical Experience will be divided and rated according to the following sub-factors:

- a. **Sub-factor 1: Experience of Proposed PMO Advisor – Procurement (30 points):**
 - i. Offeror's proposed PMO Advisor – Procurement will be evaluated on the above criteria listed in Criterion 1: Technical Experience.
 - ii. Offeror's proposed PMO Advisor – Procurement should also have demonstrated experience in conducting procurement assessments and in recommending procurement policies and organizational structures with reporting requirements to maintain transparency.
 - iii. Minimum qualifications include: ten (10) years of professional work experience, with the majority focused on procurement or procurement-related work in the water and/or energy sectors; a bachelors level degree or equivalent in the fields of engineering, business, law or other related fields; excellent oral and written communication skills; fluency in English.
 - iv. A proposed PMO Advisor-Procurement who has an advanced degree in engineering or other technical field and advanced procurement training will be rated higher.

- b. Sub-factor 2: Experience of Proposed PMO Advisor – Technical (30 points):
 - i. Offeror’s proposed PMO Advisor – Technical will be evaluated on the above criteria listed in Criterion 1: Technical Experience.
 - ii. Offeror’s proposed PMO Advisor – Technical should also have demonstrated expertise in evaluating complex infrastructure projects utilizing total cost of ownership and life-cycle cost analysis (3-5 examples).
 - iii. Minimum qualifications include: ten (10) years of professional work experience, with the majority focused on procurement or procurement-related work in the water and/or energy sectors; a bachelors level degree or equivalent in the fields of engineering, business, law or other related fields; excellent oral and written communication skills; fluency in English.
 - iv. A proposed Advisor who has an advanced degree in engineering or other technical field and advanced procurement training will be rated higher.
- 2. Technical Approach and Work Plan (25 points): Adequacy, soundness, and thoroughness of the Offeror’s proposed Technical Approach and Work Plan.
- 3. Regional Experience (15 points): Offeror’s proposed Advisors’ familiarity with the energy and water sectors, including regulations, requirements, and procurement structures, in developing and middle income countries, with a preference for direct experience in Botswana and/or Southern Africa.

Proposals that do not include all requested information may be considered non-responsive.

Price will not be a factor in contractor selection.

ANNEX 1

FEDBIZOPPS ANNOUNCEMENT

Grantee POC: The Secretary, Ministerial Tender Committee, Ministry of Minerals, Energy and Water Resources, Physical Address: Fairgrounds Office Park, Block C, Plot No. 50676, Machel Drive (opposite Stanbic Bank), Block C, Ground Floor, Office No. 19, Gaborone, Botswana, Tel: +267 3656600

CODE IDENTIFICATION: 2014-91004A

PROJECT TITLE: Technical Assistance: Procurement Advisory Services for the Republic of Botswana's Ministry of Minerals, Energy and Water Resources, provided under USTDA's Global Procurement Initiative: Understanding Best Value

POC: Jennifer Van Renterghem, USTDA, 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901, Tel: (703) 875-4357, Fax: (703) 875-4009, Email: RFPQuestions@ustda.gov.

Project Title: Technical Assistance: Procurement Advisory Services for the Republic of Botswana's Ministry of Minerals, Energy and Water Resources, provided under USTDA's Global Procurement Initiative: Understanding Best Value

The Grantee invites submission of qualifications and proposal data (collectively referred to as the "Proposal") from interested U.S. firms that are qualified on the basis of experience and capability to provide technical assistance in the form of two senior procurement advisors ("Advisors") who will provide strategic, value-based procurement support to help the Grantee achieve value for money in publically-funded water and energy projects. The Contractor will support the Grantee as it takes on its new procurement responsibilities and prepares tenders for complex, high-value infrastructure projects in the water and energy sectors.

BRIEF PROJECT BACKGROUND AND DESCRIPTION OF GRANTEE:

USTDA is providing a grant to the Ministry of Minerals, Energy and Water Resources (MMEWR) ("the Grantee") as a third phase of the Procurement Assistance Program ("Program") for Botswana under USTDA's Global Procurement Initiative: Understanding Best Value ("GPI"). The GPI is designed to educate public procurement officials in emerging markets about life-cycle cost analysis and best-value determination in public procurement in order to improve the quality and sustainability of public investments in emerging markets and level the playing field for greater international competition. The Republic of Botswana is USTDA's first partner country under the GPI. For more information on the GPI, visit: www.ustda.gov/gpi.

The Grantee is a ministry of the Republic of Botswana that coordinates development and operational activities in the energy, water and minerals sector. Specific programmes and projects to fulfill these responsibilities are carried out by the Grantee's departments (Geological Survey, Mines and Water Affairs) and parastatals (Botswana Power Corporation and Water Utilities Corporation).

Phases I and II of the GPI Program encompass a March 2014 procurement training and a Winter 2014 orientation visit to the United States for procurement officials from Botswana's Public Procurement and Asset Disposal Board (PPADB), the Grantee, and additional ministries. Under Phase III, USTDA is providing a grant to the Grantee for procurement advisory services from a U.S. firm ("Contractor"). The Contractor will provide two senior procurement advisors ("Advisors") who will provide strategic, value-based procurement support to help the Grantee achieve value for money in publically-funded water and energy projects.

Previously, the PPADB adjudicated large infrastructure tenders on behalf of Government of Botswana ministries; however, as the PPADB transitions to an oversight role as part of its five-year Strategic Plan, the Grantee will take on the added responsibility of adjudicating high-value, complex tenders. To facilitate the Grantee's new procurement responsibilities and strengthen its existing procurement functions, which include providing oversight to the parastatal entities owned by the Grantee, the Contractor will provide the Grantee with strategic procurement support that takes into account value-based procurement methodologies. The Contractor's support should help the Grantee establish sound, quality-based, transparent procurement practices that contribute to the sustainability of infrastructure investments, support economic growth, and foster greater international competition.

BRIEF DESCRIPTION OF TA COMPONENTS:

The Advisors are to perform their duties in Gaborone, Botswana over a period of 18 months and will report their progress to the Grantee's Deputy Permanent Secretary ("DPS") for the Programme Management Office ("PMO"). One Advisor ("PMO Advisor – Procurement") will provide overall strategic and policy direction for the PMO and the other advisor ("PMO Advisor – Technical") will assist with preparing and reviewing tender documents and evaluation criteria, including life-cycle cost analyses, for specific, high-priority projects, including the North-South Carrier Phase 2.2 water expansion project. The Advisors' duties will include: assessing existing procurement practices, assisting in the establishment of quality and cost-assessment procurement guidelines, supporting acquisition planning and market research, developing specifications and value-based evaluation criteria, including life-cycle cost analysis, and strengthening reporting structures between the Grantee and the PPADB. The Contractor will provide equipment and expenses as needed to perform the Terms of Reference, including, but not limited to, laptop computers, international travel, site visits related to the completion of the Terms of Reference, and lodging.

The U.S. firm selected will be paid in U.S. dollars from a \$497,420 grant to the Grantee from the U.S. Trade and Development Agency (USTDA).

A detailed Request for Proposals (RFP), which includes requirements for the Proposal and the Terms of Reference, are available from USTDA, at 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901. To request the RFP in PDF format, please go to: <https://www.ustda.gov/businessopps/rfpform.asp>. Requests for a mailed hardcopy version of the RFP may also be faxed to the IRC, USTDA at 703-875-4009. In the fax, please include

your firm's name, contact person, address, and telephone number. Some firms have found that RFP materials sent by U.S. mail do not reach them in time for preparation of an adequate response. Firms that want USTDA to use an overnight delivery service should include the name of the delivery service and your firm's account number in the request for the RFP. Firms that want to send a courier to USTDA to retrieve the RFP should allow one hour after faxing the request to USTDA before scheduling a pick-up. Please note that no telephone requests for the RFP will be honored. Please check your internal fax verification receipt. Because of the large number of RFP requests, USTDA cannot respond to requests for fax verification. Requests for RFPs received before 4:00 PM will be mailed the same day. Requests received after 4:00 PM will be mailed the following day. Please check with your courier and/or mail room before calling USTDA.

Only U.S. firms and individuals may bid on this USTDA financed activity. Interested firms, their subcontractors and employees of all participants must qualify under USTDA's nationality requirements as of the due date for submission of qualifications and proposals and, if selected to carry out the USTDA-financed activity, must continue to meet such requirements throughout the duration of the USTDA-financed activity. All goods and services to be provided by the selected firm shall have their nationality, source and origin in the U.S. or host country. The U.S. firm may use subcontractors from the host country for up to 20 percent of the USTDA grant amount. Details of USTDA's nationality requirements and mandatory contract clauses are also included in the RFP.

Interested U.S. firms should submit their Proposal in English directly to the Grantee by 4:00 p.m. (local time), September 25, 2014 at the above address. Evaluation criteria for the Proposal are included in the RFP. Price will not be a factor in contractor selection, and therefore, cost proposals should NOT be submitted. The Grantee reserves the right to reject any and/or all Proposals. The Grantee also reserves the right to contract with the selected firm for subsequent work related to the project. The Grantee is not bound to pay for any costs associated with the preparation and submission of Proposals.

ANNEX 2

This information is being provided for background purposes only to better inform the Offeror of what type of assistance has been provided under the previous Phase I of the GPI Program for Botswana. The Offeror is not required to contact any individuals listed below during the proposal preparation process.



“Obtaining Value in Public Procurement”

A Training for the Republic of Botswana’s Public Procurement and Asset Disposal Board and Procurement Officials at Select Ministries

March 3-5, 2014

Grand Palm Hotel, Casino and Convention Resort, Room Tsodilo C
Gaborone, Botswana

This training is sponsored by the U.S. Trade and Development Agency and the Public Procurement and Asset Disposal Board under the Global Procurement Initiative: Understanding Best Value, in collaboration with the George Washington University Law School’s Government Procurement Law Program, with logistics coordination by the Business Council for International Understanding.

Training Structure: Each training session will include ample time for discussion, with an emphasis on sharing participants’ perspectives and experiences. With the exception of the Closing Session/MOU Signing Ceremony, all sessions will be closed to press and the public, and participants should feel comfortable sharing their perspectives and experiences freely. All training sessions will be taught by Dean Daniel Gordon, Associate Dean for Government Procurement Law Studies, George Washington University Law School, unless otherwise noted.

Day 1: Monday, March 3, 2014

09:00-09:30

Session 1 – Opening Session

Welcome Addresses

Mrs. Bridget Poppy John, Executive Chairperson, PPADB
Mr. Michael J. Murphy, Chargé d’Affaires, a.i., U.S. Embassy
Ms. Andrea Lupo, Director of Global Programs, USTDA

Dean Daniel Gordon, Associate Dean for Government
Procurement
Law Studies, George Washington University

09:30-10:30

Training Overview

Ms. Andrea Lupo, Director of Global Programs, USTDA
Ms. Tosha Wilkes, Senior Vice President, Business Council for
International Understanding

Scope and Goals of Public Procurement

Dean Daniel Gordon, Associate Dean for Government
Procurement

Law Studies, George Washington University Law School

10:30-10:45

Coffee Break

10:45-11:30

**Developments Across the World: The Revised UNCITRAL Model
Procurement Law, the WTO Agreement on Government
Procurement, the New EU Procurement Directives, and the World
Bank Procurement Policy Review**

11:30-12:15

**The Three Phases of the Public Procurement Process and the
Challenges, including the Risk of Corruption, Presented During
Each Phase**

12:15-13:30

Lunch – To be provided for all participants on site

13:30-14:00

**The Institutions Managing Public Procurement: Some Lessons
From the International Experience with Institutional Placement of
Policy and Regulation Writers and Complaint Adjudicators**

14:00-14:30

**Phase I of Procurement: Acquisition Planning: The Challenge of
Deciding and Defining What is Needed and Deciding What
Procurement Method to Use**

14:30-15:15

**Helping Domestic Industry and Domestic SMEs Participate in the
Public Procurement Marketplace: The Experience in Other
Countries and Under Recently Revised International Instruments**

15:15-15:30

Coffee Break

15:30-16:45

**Framework Agreements: The Experience in Other Countries
Regarding Benefits and Costs**

16:45-17:15

Questions and Answers and Daily Wrap-Up

Day 2: Tuesday, March 4, 2014

- 09:00-09:15** **Review of Past Discussion and Overview of Day 2**
- 09:15-09:45** **Writing Specifications and Selecting and Crafting Evaluation
Criteria: Assessing Price or Cost**
- 09:45-10:30** **Selecting and Crafting Non-Price Evaluation Criteria:
Comparison of the Experience in Other Countries and Under
Recently Revised International Instruments**
- 10:30-10:45 Coffee Break
- 10:45-11:30** **E-Procurement, including Electronic Reverse Auctions:
Efficiencies and Challenges**
- 11:30-12:15** **Exclusion of Bidders: Comparison of the Experience in Other
Countries and Under Recently Revised International Instruments
Regarding Suspension and Debarment**
- 12:15-13:30 Lunch – To be provided to all participants on site
- 13:30-15:00** **Use of a Centralized Purchasing Entity: Advantages and
Disadvantages in Light of International Experience**
- 15:00-15:15 Coffee Break
- 15:15-16:00** **Phase II of Procurement: Competition and Award of the Contract
Overview: Comparison of the Experience in Other Countries and
Under Recently Revised International Instruments regarding
Ways to Evaluate Tenders and Make the Source Selection
Decision**
- 16:45-17:15** **Questions and Answers and Daily Wrap-Up**

Day 3: Wednesday, March 5, 2014

- 09:00-09:15** **Review of Past Discussion and Overview of Day 3**
- 09:15-10:30** **Complaints/Protests by Bidders in the Other Countries and Under
Other International Instruments**
- 10:30-10:45 Coffee Break

- 10:45-12:15** **Public-Private Partnerships: Successful Examples and Lessons Learned**
Ms. Carla Rooseboom, Senior Manager: Infrastructure & Capital Projects Team, Deloitte
- 12:15-13:30 Lunch – To be provided to all participants on site
- 13:30-15:00** **Phase III of Procurement: Contract Management: Ensuring You Get What You Pay For: Lessons Learned from the Experience in Other Countries**
- 15:00-15:15 Coffee Break
- 15:15- 16:30** **Oversight Mechanisms: Auditors, Parliament, Nongovernmental Organizations, Press**
- 16:30-17:00** **Questions and Answers and Conference Wrap-Up**
Training Evaluation Survey
Certificate Ceremony
- 17:00-17:30** **Closing Session and MOU Signing Ceremony**

PRESS INVITED

Closing Remarks

Mrs. Bridget Poppy John, Executive Chairperson, PPADB
Mr. Michael J. Murphy, Chargé d’Affaires, a.i., U.S. Embassy
Ms. Andrea Lupo, Director of Global Programs, USTDA
Dean Daniel Gordon, Associate Dean for Government Procurement Law Studies, George Washington University Law School

MOU Signing

Signed by:

Mrs. Bridget Poppy John, Executive Chairperson, PPADB
Mr. Michael J. Murphy, Chargé d’Affaires, a.i., U.S. Embassy

Witnessed by:

Ms. Andrea Lupo, Director of Global Programs, USTDA
Mr. Ken K. Ketshajwang, Executive Director Supplies, PPADB

- 18:00-20:00** **Reception**
Grand Palm Hotel

PHASE I TRAINING PARTICIPANT LIST

BCIU

Nina Kundra
Senior Director

BCIU

Tosha N. Wilkes
Senior Vice President

George Washington University

Daniel I. Gordon
Associate Dean for Government Procurement Law Studies

Ministry of Defense, Justice and Security, Botswana

Boikhutso Bothole
Senior Manager, Corporate Services

Ministry of Education and Skills Development, Botswana

Khumoetsile Letsweletse
Ministerial Tender Committee Secretary

Ministry of Education and Skills Development, Botswana

Leabaneng Otlhogile
Procurement Manager

Ministry of Education and Skills Development, Botswana

Portia Nomsa Basaakane
Deputy Director, Procurement Office

Ministry of Education and Skills Development, Botswana

Nthoyapelo Motshwane
Procurement Manager

Ministry of Health, Botswana

Keletso B. Israel
Procurement Manager

Ministry of Infrastructure, Science and Technology, Botswana

Moseki Leseane
Ministerial Tender Committee Secretary

Ministry of Infrastructure, Science and Technology, Botswana

Gorata Moleboge
Procurement Manager

Ministry of Lands and Housing, Botswana

Thabo Keamogetswe
Ministerial Tender Committee Secretary

Ministry of Local Government and Rural Development, Botswana

Peter Sebolao
Procurement Manager, Corporate Services

Ministry of Minerals, Energy and Water Resources, Botswana

Mpho Kejeleng
Procurement Specialist

Ministry of Minerals, Energy and Water Resources, Botswana

Sakaio Motsumi
Acting Procurement Manager

Ministry of Transport and Communications, Botswana

Tshekiso M. Mokgatle
Procurement Manager

Public Procurement and Asset Disposal Board, Botswana

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Legal and Compliance Manager, Services Division

Public Procurement and Asset Disposal Board, Botswana

Obusitswe Andries
Principal Procurement Specialist, Civil Engineering

Public Procurement and Asset Disposal Board, Botswana

Gofaone M. Awich
Principal Procurement Officer

Public Procurement and Asset Disposal Board, Botswana

Lady M. Bothole
Principal Procurement Specialist, Supplies Division

Public Procurement and Asset Disposal Board, Botswana

Ditapole Chibua-Tsheboeng
Public Relations and Public Education Manager

Public Procurement and Asset Disposal Board, Botswana

Bridget Poppy John
Executive Chairperson

Public Procurement and Asset Disposal Board, Botswana

Ken Ketshajwang
Executive Director, Supplies Division

Public Procurement and Asset Disposal Board, Botswana
Neo Mogwai
ICT Coordinator

Public Procurement and Asset Disposal Board, Botswana
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Public Procurement and Asset Disposal Board, Botswana
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Public Procurement and Asset Disposal Board, Botswana
Mothusi Moswang
Principal Procurement Specialist, Property and Asset Disposal

Public Procurement and Asset Disposal Board, Botswana
Elijah T. Motshedi
Executive Director, Works Division

Public Procurement and Asset Disposal Board, Botswana
Onthusitse G. Motsomi
Principal Procurement Specialist

Public Procurement and Asset Disposal Board, Botswana
Masego Oageng
Project and Strategy Coordinator, Strategy Office

Public Procurement and Asset Disposal Board, Botswana
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Public Procurement and Asset Disposal Board, Botswana
Malebogo Pule
Senior Purchasing Officer, Corporate Services

Public Procurement and Asset Disposal Board, Botswana
Morris Ramabu
Part-Time Director, Works Division

Public Procurement and Asset Disposal Board, Botswana
Lefoko Ramoatlhodi
Contractor Registration Administrator Works

Public Procurement and Asset Disposal Board, Botswana
Tshepo Sayed
Strategy Manager, Strategy Office

Public Procurement and Asset Disposal Board, Botswana

Taolo K. Sebonego
Part-Time Director, Supplies Division

U.S. Embassy Gaborone

Michael J. Murphy
Deputy Chief of Mission

U.S. Embassy Gaborone

Domingo Villaronga
Economic/Commercial Officer

U.S. Trade and Development Agency

Andrea M. Lupo
Director for Global Programs

U.S. Trade and Development Agency

Jason Nagy
Africa Business Development Manager

U.S. Trade and Development Agency

Koketso Tlatsana
Trade and Development Specialist

U.S. Trade and Development Agency

Lauren Ziegler
Manager for Global Programs

University of Botswana

Thuso Mphela
Lecturer, Logistics and Supply Chain Management

WENA Environmental Education and News Trust

Olebogeng Dinah Kgaswane
Representative

WENA Environmental Education and News Trust

Kolobetso Kopi
Representative

ANNEX 3



U.S. TRADE AND DEVELOPMENT AGENCY
Arlington, VA 22209-3901

NATIONALITY, SOURCE, AND ORIGIN REQUIREMENTS
[As of January 17, 2014]

The purpose of USTDA's nationality, source, and origin requirements is to ensure the maximum practicable participation of American contractors, technology, equipment and materials in the prefeasibility, feasibility, and implementation stages of a project.

USTDA STANDARD RULE (GRANT AGREEMENT STANDARD LANGUAGE):

Except as USTDA may otherwise agree, the following provisions shall govern the delivery of goods and professional services funded by USTDA under the Grant Agreement:

- (a) the Contractor must be a U.S. firm;
- (b) the Contractor may use U.S. subcontractors without limitation;
- (c) employees of U.S. Contractor or U.S. subcontractor firms shall be U.S. citizens, non-U.S. citizens lawfully admitted for permanent residence in the United States or non-U.S. citizens lawfully admitted to work in the United States, except as provided pursuant to subpart (d) below;
- (d) up to twenty percent (20%) of the USTDA Grant amount may be used to pay for services performed by (i) Host Country subcontractors, and/or (ii) Host Country nationals who are employees of the Contractor;
- (e) a Host Country subcontractor may only be used for specific services from the Terms of Reference identified in the subcontract;
- (f) subcontractors from countries other than the United States or Host Country may not be used;
- (g) goods purchased for performance of the Study and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and

(h) goods and services incidental to Study support (e.g., local lodging, food, and transportation) in Host Country are not subject to the above restrictions.

NATIONALITY:

1) Application

A U.S. firm that submits a proposal must meet USTDA's nationality requirements as of the date of submission of the proposal and, if selected, must continue to meet such requirements throughout the duration of the USTDA-funded activity. These nationality provisions apply to all portions of the Terms of Reference that are funded with the USTDA grant.

2) Definitions

A "U.S. firm" is a privately owned firm that is incorporated in the U.S., with its principal place of business in the U.S., and which is either (a) more than 50% owned by U.S. citizens and/or non-U.S. citizens lawfully admitted for permanent residence in the United States, or (b) has been incorporated in the U.S. for more than three (3) years prior to the issuance date of the request for proposals; has performed similar services in the U.S. for that three (3) year period; employs U.S. citizens in more than half of its permanent full-time positions in the U.S.; and has the existing capability in the U.S. to perform the work in question.

A partnership that is organized in the U.S., has its principal place of business in the U.S., and is more than 50% owned by U.S. citizens and/or permanent residents, qualifies as a "U.S. firm".

A nonprofit organization, such as an educational institution, foundation, or association, also qualifies as a "U.S. firm" if it is incorporated in the U.S. and managed by a governing body, a majority of whose members are U.S. citizens and/or permanent residents.

SOURCE AND ORIGIN:

Definitions

"Source" means the country from which shipment is made.

"Origin" means the place of production, through manufacturing, assembly or otherwise.

Questions regarding these nationality, source and origin requirements may be addressed to the USTDA Office of General Counsel.

Version 01.17.2014

ANNEX 4

GRANT AGREEMENT

This Grant Agreement is entered into between the Government of the United States of America, acting through the U.S. Trade and Development Agency (“USTDA”) and the Government of the Republic of Botswana acting through the Ministry of Minerals Energy and Water Resources (“Grantee”). USTDA agrees to provide the Grantee under the terms of this Grant Agreement US\$497,420 (“USTDA Grant”) to fund the cost of goods and services required for technical assistance (“TA”) on the procurement assistance program (“Program”) under the Global Procurement Initiative: Understanding Best Value (“GPI”) in the Republic of Botswana (“Host Country”).

1. USTDA Funding

The USTDA Grant to be provided under this Grant Agreement shall be used to fund the costs of a contract between the Grantee and the U.S. firm selected by the Grantee (“Contractor”) under which the Contractor will perform the TA (“Contract”). Payment to the Contractor will be made directly by USTDA on behalf of the Grantee with the USTDA Grant funds provided under this Grant Agreement.

2. Terms of Reference

The terms of reference for the TA (“Terms of Reference”) are attached as Annex I and are hereby incorporated by reference into this Grant Agreement. The TA will include providing strategic, policy, and technical support to help the Grantee strengthen its procurement practices. The Terms of Reference for the TA shall also be included in the Contract.

3. Standards of Conduct

USTDA and the Grantee recognize the existence of standards of conduct for public officials and commercial entities in their respective countries. Therefore, USTDA, the Grantee, and the Contractor shall not directly or indirectly provide, offer or promise to provide money or anything of value to any public official in violation of any United States or Host Country laws relating to corruption or bribery.

4. Grantee Responsibilities

The Grantee shall undertake its best efforts to provide reasonable support for the Contractor, such as local transportation, office space, and secretarial support.

5. Contract Matters and USTDA’s Rights as Financier

(A) Grantee Competitive Selection Procedures

Selection of the U.S. Contractor shall be carried out by the Grantee according to its established procedures for the competitive selection of contractors with advance notice of the

procurement published online through *Federal Business Opportunities* (www.fedbizopps.gov). Upon request, the Grantee will submit these contracting procedures and related documents to USTDA for information and/or approval.

(B) USTDA's Right to Approve Contractor Selection

The Grantee shall notify USTDA at the address of record set forth in Article 16 below upon selection of the Contractor to perform the TA. USTDA then shall notify the Grantee whether or not USTDA approves the Grantee's Contractor selection. Upon USTDA approval of the Grantee's Contractor selection, the Grantee shall notify in writing the U.S. firms that submitted unsuccessful proposals to perform the TA that they were not selected. The Grantee and the Contractor then shall enter into a Contract for performance of the TA.

(C) USTDA's Right to Approve Contract Between Grantee and Contractor

(1) Contract

The Grantee and the Contractor shall enter into a Contract for performance of the TA. The Grantee (or the Contractor on the Grantee's behalf) shall transmit to USTDA, at the address set forth in Article 16 below, a photocopy of an English language version of the signed Contract or a final negotiated draft version of the Contract. USTDA then shall notify the Grantee and the Contractor whether or not USTDA approves the Contract.

(2) Amendments and Assignments

The Grantee or the Contractor may submit any proposed amendment to the Contract, including any proposed amendment to any annex thereto, or any proposed assignment of the Contract, to USTDA at the address set forth in Article 16 below. USTDA then shall notify the Grantee and the Contractor whether or not USTDA approves the proposed amendment or assignment.

(D) USTDA Not a Party to the Contract

It is understood by the parties that USTDA has reserved certain rights such as, but not limited to, the right to approve the terms of the Contract and any amendments thereto, including assignments, the selection of all contractors, the Terms of Reference, the Final Report, and any and all documents related to any Contract funded under the Grant Agreement. The parties hereto further understand and agree that USTDA, in reserving any or all of the foregoing approval rights, has acted solely as a financing entity to assure the proper use of U.S. Government funds, and that any decision by USTDA to exercise or refrain from exercising these approval rights shall be made as a financier in the course of funding the TA and shall not be construed as making USTDA a party to the Contract. The parties hereto understand and agree that USTDA may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the Project with the parties to the

Contract or any subcontract, jointly or separately, without thereby incurring any responsibility or liability to such parties. Any approval or failure to approve by USTDA shall not bar the Grantee or USTDA from asserting any right they might have against the Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Grantee or USTDA.

(E) Grant Agreement Controlling

Regardless of USTDA approval, the rights and obligations of any party to the Contract or any subcontract thereunder must be consistent with this Grant Agreement. In the event of any inconsistency between the Grant Agreement and the Contract or any subcontract funded by the Grant Agreement, the Grant Agreement shall control.

6. Disbursement Procedures

(A) USTDA Approval of Contract Required

USTDA will make disbursements of USTDA Grant funds directly to the Contractor only after USTDA approves the Grantee's Contract with the Contractor.

(B) Contractor Invoice Requirements

The Grantee should request disbursement of funds by USTDA to the Contractor for performance of the TA by submitting invoices in accordance with the procedures set forth in the USTDA Mandatory Contract Clauses in Annex II.

7. Effective Date

The effective date of this Grant Agreement ("Effective Date") shall be the date of signature by both parties or, if the parties sign on different dates, the date of the last signature. In the event that only one signature is dated, such date shall constitute the Effective Date.

8. TA Schedule

(A) TA Completion Date

The completion date for the TA, which is January 1, 2017, is the date by which the parties estimate that the TA will have been completed.

(B) Time Limitation on Disbursement of USTDA Grant Funds

Except as USTDA may otherwise agree, (i) no USTDA funds may be disbursed under this Grant Agreement for goods and services which are provided prior to the Effective Date of the Grant Agreement; and (ii) no USTDA funds may be disbursed more than four (4) years after the Effective Date of the Grant Agreement.

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9. USTDA Mandatory Contract Clauses

All contracts funded under this Grant Agreement shall include the USTDA Mandatory Contract Clauses set forth in Annex II to this Grant Agreement. All subcontracts funded or partially funded with USTDA Grant funds shall include the USTDA Mandatory Contract Clauses, except for Clauses B(1), G, H, I, and S.

10. Use of U.S. Carriers

(A) Air

Transportation by air of persons or property funded under this Grant Agreement shall be on U.S. flag carriers in accordance with the Fly America Act, 49 U.S.C. 40118, to the extent service by such carriers is available, as provided under applicable U.S. Government regulations.

(B) Marine

Transportation by sea of property funded under this Grant Agreement shall be on U.S. carriers in accordance with U.S. cargo preference law.

11. Nationality, Source and Origin

Except as USTDA may otherwise agree, the following provisions shall govern the delivery of goods and professional services funded by USTDA under the Grant Agreement:

- (a) the Contractor must be a U.S. firm;
- (b) the Contractor may use U.S. subcontractors without limitation;
- (c) employees of U.S. Contractor or U.S. subcontractor firms shall be U.S. citizens, non-U.S. citizens lawfully admitted for permanent residence in the United States or non-U.S. citizens lawfully admitted to work in the United States, except as provided pursuant to subpart (d) below;
- (d) up to twenty percent (20%) of the USTDA Grant amount may be used to pay for services performed by (i) Host Country subcontractors, and/or (ii) Host Country nationals who are employees of the Contractor;
- (e) a Host Country subcontractor may only be used for specific services from the Terms of Reference identified in the subcontract;
- (f) subcontractors from countries other than the United States or Host Country may not be used;
- (g) goods purchased for performance of the TA and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and

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(h) goods and services incidental to TA support (e.g., local lodging, food, and transportation) in Host Country are not subject to the above restrictions.

USTDA will make available further details concerning these provisions upon request.

12. Taxes

USTDA funds provided under this Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in Host Country, except for taxes of a de minimis nature imposed on local lodging, food, transportation, or airport arrivals or departures. Neither the Grantee nor the Contractor will seek reimbursement from USTDA for taxes, tariffs, duties, fees or other levies, except for taxes of a de minimis nature referenced above.

13. USTDA Project Evaluation

The parties will cooperate to assure that the purposes of the Grant Agreement are accomplished. For five (5) years following receipt by USTDA of the Final Report, the Grantee agrees to respond to any reasonable inquiries from USTDA about the status of the Program or the Grantee's procurement practices. Inquiries will include, but not be limited to, whether the Final Report recommendations have been or will be used, anticipated timeline for implementation of projects supported by the TA, and likely source of financing. In addition, the Grantee agrees to notify USTDA any time the Grantee selects a new primary contact person for this Project during the five-year period referenced above.

14. Recordkeeping and Audit

The Grantee agrees to maintain books, records, and other documents relating to the TA and this Grant Agreement adequate to demonstrate implementation of its responsibilities under this Grant Agreement, including the selection of contractors, receipt and approval of Contract deliverables, and approval or disapproval of Contractor invoices for payment by USTDA. Such books, records, and other documents shall be separately maintained for three (3) years after the date of the final disbursement by USTDA. The Grantee shall afford USTDA or its authorized representatives the opportunity at reasonable times to review books, records, and other documents relating to the TA and the Grant Agreement.

15. Representation of Parties

For all purposes relevant to this Grant Agreement, the Government of the United States of America will be represented by the U. S. Ambassador to Host Country or USTDA and Grantee will be represented by its Permanent Secretary. The parties hereto may, by written notice, designate additional representatives for all purposes under this Grant Agreement.

16. Addresses of Record for Parties

Any notice, request, document, or other communication submitted by either party to the other under the Grant Agreement shall be in writing or through an electronic medium that produces a tangible record of the transmission, such as a facsimile or e-mail message, and will be deemed duly given or sent when delivered to such party at the following:

To:

Address: Thatayaone G.J. Dedede
Deputy Permanent Secretary
Program Management Office
Ministry of Minerals, Energy and Water Resources
Private Bag 0018, Gaborone, Botswana

Phone: +267 3656647 (Office), +267 3957723 (Direct), +267 72135242 (Mobile)
Fax: +267 390 9368
E-Mail: tdedede@gov.bw

To: U.S. Trade and Development Agency
1000 Wilson Boulevard, Suite 1600
Arlington, Virginia 22209-3901
USA

Phone: (703) 875-4357
Fax: (703) 875-4009
E-Mail: USTDA_worldwide@ustda.gov

All such communications shall be in English, unless the parties otherwise agree in writing. In addition, the Grantee shall provide the Commercial or Economic Section of the U.S. Embassy in Host Country with a copy of each communication sent to USTDA.

Any communication relating to this Grant Agreement shall include the following fiscal data:

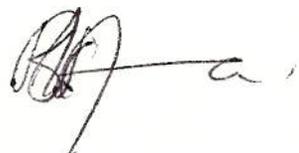
Appropriation No.: 11 14/15 1001
Activity No.: 2014-91004A
Reservation No.: 2014217
Grant No.: GH201491217

17. Implementation Letters

To assist the Grantee in the implementation of the TA, USTDA may, from time to time, issue implementation letters that will provide additional information about matters covered by this Grant Agreement. USTDA may also issue implementation letters to (i) extend the estimated completion date set forth in Article 8(A) above, or (ii) change the fiscal data set forth in Article 16 above. The parties may also use jointly agreed upon implementation letters to confirm and record their mutual understanding of matters covered by this Grant Agreement.

18. Grant Agreement Amendments



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Either party may submit to the other party at any time a proposed amendment to the Grant Agreement. A Grant Agreement amendment shall be effective only if it has been signed by both parties.

19. Termination Clause

Either party may terminate this Grant Agreement by giving the other party written notice thereof. The termination of the Grant Agreement will end any obligations of the parties to provide financial or other resources for the TA, except for payments that may be made pursuant to Clause H of the USTDA Mandatory Contract Clauses set forth in Annex II to this Grant Agreement. This article and Articles 5, 12, 13, 14, and 21 of the Grant Agreement shall survive termination of the Grant Agreement.

20. Non-waiver of Rights and Remedies

No delay in exercising any right or remedy accruing to either party in connection with the Grant Agreement shall be construed as a waiver of such right or remedy.

21. U.S. Technology and Equipment

By funding this TA, USTDA seeks to promote the project objectives of the Host Country through the use of U.S. technology, goods, and services. In recognition of this purpose, the Grantee agrees that it will allow U.S. suppliers to compete in the procurement of technology, goods and services needed for implementation of the Grantee's projects.

22. Governing Law

This Grant Agreement shall be governed by, and construed in accordance with, the applicable laws of the United States of America. In the absence of federal law, the laws of the State of New York shall apply.

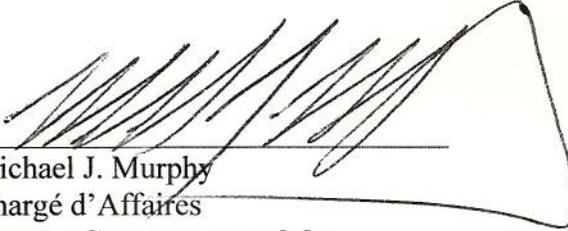
23. Counterparts

This Grant Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Counterparts may be delivered via electronic mail or other transmission method and any counterpart so delivered shall be deemed to be valid and effective for all purposes.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the Government of the United States of America and the Ministry of Minerals, Energy and Water of the Republic of Botswana, each acting through its duly authorized representative, have caused this Grant Agreement to be signed in the English language in their names and delivered as of the day and year written below. In the event that this Grant Agreement is signed in more than one language, the English language version shall govern.



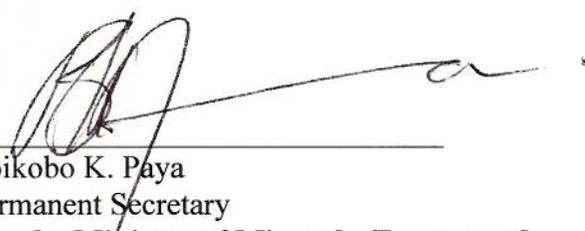
Michael J. Murphy
Chargé d'Affaires
**For the Government of the
United States of America**

June 23, 2014

Witnessed:

Name: DOMINGO VILLARONBA

Signature:  _____

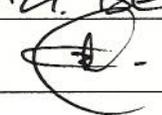


Boikobo K. Paya
Permanent Secretary
**For the Ministry of Minerals, Energy and
Water Resources of the Republic of Botswana**

June 23, 2014

Witnessed:

Name: T.G. DEDERE

Signature:  _____

Annex I -- Terms of Reference

Annex II -- USTDA Mandatory Contract Clauses

Annex II

USTDA Mandatory Contract Clauses

A. USTDA Mandatory Clauses Controlling

The parties to this Contract acknowledge that this Contract is funded in whole or in part by the U.S. Trade and Development Agency (“USTDA”) under the Grant Agreement between the Government of the United States of America acting through USTDA and the Ministry of Minerals, Energy and Water Resources (“Client”), dated _____ (“Grant Agreement”). The Client has selected _____ (“Contractor”) to perform the technical assistance (“TA”) on the procurement assistance program (“Program”) under the Global Procurement Initiative: Understanding Best Value (“GPI”) in the Republic of Botswana (“Host Country”). The Client and the Contractor are the parties to this Contract, and they hereinafter are referred to collectively as the “Contract Parties.” Notwithstanding any other provisions of this Contract, the following USTDA Mandatory Contract Clauses shall govern. All subcontracts entered into by Contractor funded or partially funded with USTDA Grant funds shall include these USTDA Mandatory Contract Clauses, except for Clauses B(1), G, H, I, and S. In addition, in the event of any inconsistency between the Grant Agreement and the Contract or any subcontract thereunder, the Grant Agreement shall be controlling.

B. USTDA as Financier

(1) USTDA Approval of Contract

This Contract, and any amendment thereto, including any amendment to any annex thereto, and any proposed assignment of this Contract, must be approved by USTDA in writing in order to be effective with respect to the expenditure of USTDA Grant funds. USTDA will not authorize the disbursement of USTDA Grant funds until the Contract conforms to modifications required by USTDA during the Contract review process and the Contract has been formally approved by USTDA. To make this review in a timely fashion, USTDA must receive from either the Client or the Contractor an English language version of a final negotiated draft Contract or a signed Contract to the attention of the General Counsel's office at USTDA's address listed in Clause M below.

(2) USTDA Not a Party to the Contract

It is understood by the Contract Parties that USTDA has reserved certain rights such as, but not limited to, the right to approve the terms of this Contract and amendments thereto, including assignments, the selection of all contractors, the Terms of Reference, the Final Report, and any and all documents related to any contract funded under the Grant Agreement. The Contract Parties hereto further understand and agree that USTDA, in reserving any or all of the foregoing approval rights, has acted solely as a financing entity to assure the proper use of United States Government funds, and

that any decision by USTDA to exercise or refrain from exercising these approval rights shall be made as a financier in the course of financing the TA and shall not be construed as making USTDA a party to the Contract. The Contract Parties hereto understand and agree that USTDA may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the Project with the Contract Parties or the parties to any subcontract, jointly or separately; and in consideration of USTDA's role as financier, the Contract Parties further agree that USTDA's rights may be exercised without thereby incurring any responsibility or liability, in contract, tort, or otherwise, to the Contract Parties or the parties to any subcontract. Any approval or failure to approve by USTDA shall not bar the Client or USTDA from asserting any right they might have against the Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Client or USTDA.

C. Nationality, Source and Origin

Except as USTDA may otherwise agree, the following provisions shall govern the delivery of goods and professional services funded by USTDA under the Grant Agreement:

- (a) the Contractor must be a U.S. firm;
- (b) the Contractor may use U.S. subcontractors without limitation;
- (c) employees of U.S. Contractor or U.S. subcontractor firms shall be U.S. citizens, non-U.S. citizens lawfully admitted for permanent residence in the United States or non-U.S. citizens lawfully admitted to work in the United States, except as provided pursuant to subpart (d) below;
- (d) up to twenty percent (20%) of the USTDA Grant amount may be used to pay for services performed by (i) Host Country subcontractors, and/or (ii) Host Country nationals who are employees of the Contractor;
- (e) a Host Country subcontractor may only be used for specific services from the Terms of Reference identified in the subcontract;
- (f) subcontractors from countries other than the United States or Host Country may not be used;
- (g) goods purchased for performance of the TA and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and
- (h) goods and services incidental to TA support (e.g., local lodging, food, and transportation) in Host Country are not subject to the above restrictions.

USTDA will make available further details concerning these provisions upon request.

D. Recordkeeping and Audit

The Contractor and subcontractors funded under the Grant Agreement shall maintain, in accordance with generally accepted accounting procedures, books, records, and other documents, sufficient to reflect properly all transactions under or in connection with the Contract. These books, records, and other documents shall clearly identify and track the use and expenditure of USTDA funds, separately from other funding sources. Such books, records, and documents shall be maintained during the period of performance of work provided for by this Contract, and for a period of three (3) years after final disbursement by USTDA. The Contractor and subcontractors shall afford USTDA, or its authorized representatives, the opportunity at reasonable times for inspection and audit of such books, records, and other documentation.

E. U.S. Carriers

(1) Air

Transportation by air of persons or property funded under the Grant Agreement shall be on U.S. flag carriers in accordance with the Fly America Act, 49 U.S.C. 40118, to the extent service by such carriers is available, as provided under applicable U.S. Government regulations.

(2) Marine

Transportation by sea of property funded under the Grant Agreement shall be on U.S. carriers in accordance with U.S. cargo preference law.

F. Workman's Compensation Insurance

The Contractor shall provide adequate Workman's Compensation Insurance coverage for work performed under this Contract.

G. Disbursement Procedures

(1) USTDA Approval of Contract

Disbursement of Grant funds will be made only after USTDA approval of this Contract.

(2) Payment Schedule Requirements

A payment schedule for disbursement of Grant funds to the Contractor shall be included in this Contract. Such payment schedule must conform to the following USTDA requirements: (1) up to twenty percent (20%) of the total USTDA Grant amount may be used as a mobilization payment; (2) all other payments, with the exception of the final payment, shall be based upon Contract performance milestones ; and (3) the final payment may be no less than fifteen percent (15%) of the total USTDA Grant amount, payable upon approval by USTDA of a Final Report that has been (i) prepared and submitted in accordance with the requirements set forth in Clause I below, and (ii) approved in writing by the Client in the manner provided for by Clause G(3)(b)(iii) below. Invoicing procedures for all payments are described below.

(3) Contractor Invoice Requirements

USTDA will make all disbursements of USTDA Grant funds directly to the Contractor. The Contractor must provide USTDA with an ACH Vendor Enrollment Form (available from USTDA) with the first invoice. The Client shall request disbursement of funds by USTDA to the Contractor for performance of the Contract by submitting the following to USTDA:

(a) Contractor's Invoice

The Contractor's invoice shall include reference to an item listed in the Contract payment schedule, the requested payment amount, and an appropriate certification by the Contractor, as follows:

(i) For a mobilization payment (if any):

“As a condition for this mobilization payment, the Contractor certifies that it will perform all work in accordance with the terms of its Contract with the Client. To the extent that the Contractor does not comply with the terms and conditions of the Contract, including the USTDA Mandatory Contract Clauses contained therein, it will, upon USTDA’s request, make an appropriate refund to USTDA.”

(ii) For Contract performance milestone payments:

“The Contractor has performed the work described in this invoice in accordance with the terms of its Contract with the Client and is entitled to payment thereunder. To the extent the Contractor has not complied with the terms and conditions of the Contract, including the USTDA Mandatory Contract Clauses contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA.”

(iii) For final payment:

“The Contractor has performed the work described in this invoice in accordance with the terms of its Contract with the Client and is entitled to payment thereunder. Specifically, the Contractor has submitted the Final Report to the Client, as required by the Contract, and received the Client’s approval of the Final Report. To the extent the Contractor has not complied with the terms and conditions of the Contract, including the USTDA Mandatory Contract Clauses contained therein, it will, upon USTDA’s request, make an appropriate refund to USTDA.”

(b) Client's Approval of the Contractor's Invoice

(i) The invoice for a mobilization payment must be approved in writing by the Client.

(ii) For Contract performance milestone payments, the following certification by the Client must be provided on the invoice or separately:

“The services for which disbursement is requested by the Contractor have been performed satisfactorily, in accordance with applicable Contract provisions and the terms and conditions of the USTDA Grant Agreement.”

(iii) For final payment, the following certification by the Client must be provided on the invoice or separately:

“The services for which disbursement is requested by the Contractor have been performed satisfactorily, in accordance with applicable Contract provisions and the terms and conditions of the USTDA Grant Agreement. The Final Report submitted by the Contractor has been reviewed and approved by the Client.”

(c) USTDA Address for Disbursement Requests

Requests for disbursement shall be submitted to the attention of the Finance Department at USTDA's address listed in Clause M below, or by e-mail to invoices@ustda.gov.

H. Termination

(1) Method of Termination

Either Contract Party may terminate this Contract upon giving written notice to the other party and USTDA. This notice shall be effective after either 30 days, or any other period set forth elsewhere in this Contract. Furthermore, this Contract shall terminate immediately upon notification of USTDA’s termination of the Grant Agreement or the term of availability of any funds thereunder.

(2) Ramifications of Termination

In the event that this Contract is terminated prior to completion, the Contractor will be eligible, subject to USTDA approval, for payment for the value of the work performed pursuant to the terms of this Contract. Likewise, in the event of such termination, USTDA is entitled to receive from the Contractor all USTDA Grant funds previously disbursed to the Contractor (including but not limited to mobilization payments) which exceed the value of the work performed pursuant to the terms of this Contract.

(3) Survivability

Clauses B, D, G, H, N and S of the USTDA Mandatory Contract Clauses shall survive the termination of this Contract.

I. USTDA Final Report

(1) Definition

“Final Report” shall mean the Final Report described in the attached Annex I Terms of Reference or, if no such “Final Report” is described therein, “Final Report” shall mean a substantive and comprehensive report of work performed in accordance with the attached Annex I Terms of Reference, including any documents delivered to the Client.

(2) Final Report Submission Requirements

The Contractor shall provide the following to USTDA:

(a) One (1) complete hard copy of the Final Report for USTDA's records. This version shall have been approved by the Client in writing and must be in the English language. It is the responsibility of the Contractor to ensure that confidential information, if any, contained in this version be clearly marked. USTDA will maintain the confidentiality of such information in accordance with applicable law.

and

(b) One (1) hard copy of the Final Report suitable for public distribution (“Public Version”). The Public Version shall have been approved by the Client in writing and must be in the English language. As this version will be available for public distribution, it must not contain any confidential information. If the report in (a) above contains no confidential information, it may be used as the Public Version. In any event, the Public Version must be informative and contain sufficient Project detail to be useful to prospective equipment and service providers.

and

(c) Two (2) CD-ROMs, each containing a complete copy of the Public Version of the Final Report. The electronic files on the CD-ROMs shall be submitted in a commonly accessible read-only format. As these CD-ROMs will be available for public distribution, they must not contain any confidential information. It is the responsibility of the Contractor to ensure that no confidential information is contained on the CD-ROMs.

The Contractor shall also provide one (1) hard copy of the Public Version of the Final Report to the Commercial or Economic Section of the U.S. Embassy in Host Country for informational purposes.

(3) Final Report Presentation

All Final Reports submitted to USTDA must be paginated and include the following:

(a) The front cover of every Final Report shall contain the name of the Client, the name of the Contractor who prepared the report, a report title, USTDA's logo, and USTDA's address. If the complete version of the Final Report contains confidential information, the Contractor shall be responsible for labeling the front cover of that version of the Final Report with the term "Confidential Version". The Contractor shall be responsible for labeling the front cover of the Public Version of the Final Report with the term "Public Version". The front cover of every Final Report shall also contain the following disclaimer:

"This report was funded by the U.S. Trade and Development Agency (USTDA), an agency of the U.S. Government. The opinions, findings, conclusions or recommendations expressed in this document are those of the author(s) and do not necessarily represent the official position or policies of USTDA. USTDA makes no representation about, nor does it accept responsibility for, the accuracy or completeness of the information contained in this report."

(b) The inside front cover of every Final Report shall contain USTDA's logo, USTDA's address, and USTDA's mission statement. Camera-ready copy of USTDA Final Report specifications will be available from USTDA upon request.

(c) The Contractor shall affix to the front of the CD-ROM a label identifying the Host Country, USTDA Activity Number, the name of the Client, the name of the Contractor who prepared the report, a report title, and the following language:

"The Contractor certifies that this CD-ROM contains the Public Version of the Final Report and that all contents are suitable for public distribution."

(d) The Contractor and any subcontractors that perform work pursuant to the Grant Agreement must be clearly identified in the Final Report. Business name, point of contact, address, telephone and fax numbers, and e-mail address shall be included for Contractor and each subcontractor.

(e) The Final Report, while aiming at optimum specifications and characteristics for the Project, shall identify the availability of prospective U.S. sources of supply. Business name, point of contact, address, telephone and fax numbers, and e-mail address shall be included for each commercial source.

(f) The Final Report shall be accompanied by a letter or other notation by the Client which states that the Client approves the Final Report. A certification by the Client to this effect provided on or with the invoice for final payment will meet this requirement.

(g) The Client, USTDA, and the Commercial and/or Economic Section(s) of the U.S. Embassy in Host Country shall have irrevocable, worldwide, royalty-free, non-exclusive rights to use and distribute the Final Report.

J. Modifications

All changes, modifications, assignments or amendments to this Contract, including the appendices, shall be made only by written agreement by the Contract Parties hereto, subject to written USTDA approval.

K. TA Schedule

(1) TA Completion Date

The completion date for the TA, which is January 1, 2017, is the date by which the Contract Parties estimate that the TA will have been completed.

(2) Time Limitation on Disbursement of USTDA Grant Funds

Except as USTDA may otherwise agree, (a) no USTDA funds may be disbursed under this Contract for goods and services which are provided prior to the Effective Date of the Grant Agreement; and (b) no USTDA funds may be disbursed more than four (4) years after the Effective Date of the Grant Agreement.

L. Business Practices

The Contract Parties recognize the existence of standards of conduct for public officials and commercial entities in their respective countries. Therefore, the Contract Parties shall fully comply with all United States and Host Country laws relating to corruption or bribery. For example, the Contractor and its subcontractors shall fully comply with the

requirements of the Foreign Corrupt Practices Act, as amended (15 U.S.C. §§ 78dd-1 et seq.). Each Contract Party agrees that it shall require that any agent or representative hired to represent it in connection with the TA will comply with this paragraph and all laws which apply to activities and obligations of that Contract Party, including, but not limited to, those laws and obligations referenced above.

M. USTDA Address and Fiscal Data

Any communication with USTDA regarding this Contract shall be sent to the following address and include the fiscal data listed below:

U.S. Trade and Development Agency
1000 Wilson Boulevard, Suite 1600
Arlington, Virginia 22209-3901
USA

Phone: (703) 875-4357

Fax: (703) 875-4009

Fiscal Data:

Appropriation No.: 11 14/15 1001

Activity No.: 2014-91004A

Reservation No.: 2014217

Grant No.: GH201491217

N. Taxes

USTDA funds provided under the Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in Host Country, except for taxes of a de minimis nature imposed on local lodging, food, transportation, or airport arrivals or departures. Neither the Client nor the Contractor will seek reimbursement from USTDA for taxes, tariffs, duties, fees or other levies, except for taxes of a de minimis nature referenced above.

O. Export Licensing

The Contractor and all subcontractors are responsible for compliance with U.S. export licensing requirements, if applicable, in the performance of the Terms of Reference.

P. Contact Persons

The Client designates the following person as the contact person for matters concerning this Contract:

Name: Mr. Thatayaone Dedede

Title: Deputy Permanent Secretary, Programme Management Office
Phone: +267 3656647 (Office), +267 3957723 (Direct), +267 72135242 (Mobile)
Fax: +267 390 9368
E-Mail: tdedede@gov.bw

The Contractor designates the following person as the contact person for matters concerning this Contract:

Name:
Title:
Phone:
Fax:
E-Mail:

If anyone designated by a Contract Party as a contact person ceases service as a contact person at any point during the ten-year period following the date of signing of this Contract, the Contract Party that had designated that contact person shall provide USTDA and the other Contract Party with the name and contact information of a replacement contact person.

Q. Liability

This Contract may include a clause that limits the liability of the Contract Parties, provided that such a clause does not (i) disclaim liability for special, incidental, general, or punitive damages, or (ii) limit the total amount of damages recoverable to an amount less than the total amount disbursed to the Contractor pursuant to this Contract.

R. Arbitration

If the Contract Parties submit any dispute arising under this Contract for arbitration, the scope of any such arbitration shall be limited to the Contract Parties' rights and/or obligations under this Contract and may not extend to any right or obligation of USTDA. The arbitrator(s) shall not arbitrate issues directly affecting the rights or obligations of USTDA.

S. Reporting Requirements *[Note: This Clause is not applicable if there is a cost share agreement with the U.S. Contractor.]*

The Contractor shall advise USTDA by letter as to the status of the Project on March 1st annually for a period of two (2) years after completion of the TA. In addition, if at any time the Contractor receives follow-on work from the Client, the Contractor shall so notify USTDA and designate the Contractor's contact point including name, telephone, fax number, and e-mail address. Since this information may be made publicly available by USTDA, any information which is confidential shall be designated as such by the Contractor and provided separately to USTDA. USTDA will maintain the confidentiality of such information in accordance with applicable law.

ANNEX 5

Terms of Reference

I. Introduction

Under the Grant Agreement, the Grantee is seeking procurement advisory services from a U.S. firm (“Contractor”). The Contractor will provide two senior procurement advisors (“Advisors”) who will provide strategic, value-based procurement support to help the Grantee achieve value for money in publically-funded water and energy projects. The Contractor will support the Grantee as it takes on its new procurement responsibilities and prepares tenders for complex, high-value infrastructure projects in the water and energy sectors. The Contractor’s support should help the Grantee establish sound, quality-based, transparent procurement practices that contribute to the sustainability of infrastructure investments, support economic growth, and foster greater international competition. The Advisors are to perform their duties in Gaborone, Botswana over a period of 18 months and will report their progress to the Grantee’s Deputy Permanent Secretary (“DPS”) for the Programme Management Office (“PMO”). The Contractor will provide equipment and be responsible for expenses as needed to perform this Terms of Reference, including, but not limited to, laptop computers, international travel, site visits related to the completion of this Terms of Reference, and lodging.

II. Tasks

The Contractor will provide one Advisor (“PMO Advisor - Procurement”) who will assist the Grantee’s PMO by providing a full range of procurement support, including assessing existing procurement practices, assisting in the establishment of quality and cost-assessment procurement guidelines, supporting acquisition planning and market research, developing specifications and value-based evaluation criteria, and strengthening reporting structures between the Grantee and the Public Procurement and Asset Disposal Board (“PPADB”), among other duties as outlined below. The PMO Advisor - Procurement’s tasks shall include:

- Conducting a preliminary and a final assessment of the Grantee’s procurement processes, utilizing applicable indicators from the Methodology for Assessment of Procurement Systems (“MAPS”) tool or other internationally-accepted model;
- Conducting acquisition planning and strengthening acquisition planning procedures;
- Performing market research related to acquisition planning;
- Developing technical specifications for complex, high-value water and energy tenders;
- Preparing terms of references for and annexes to the Grantee’s standardized bidding documents;
- Establishing evaluation criteria that transparently and fairly assesses value and life-cycle costs, including, but not limited to, criteria to assess quality and cost as provided for in the PPADB regulations;
- Performing post-award reviews of the evaluation process for specific tenders to identify successes and areas for improvement;

- Recommending intra-ministerial procurement reporting procedures that facilitate reporting from the Grantee-owned parastatal entities to the Grantee;
- Recommending procurement reporting procedures between the Grantee and PPADB;
- Cataloguing international best practices and principles for value-based procurement to serve as a reference and resource for the Grantee, particularly after the Advisor’s period of performance concludes;
- Promoting skills development of Grantee staff, including conducting trainings related to strategic, value-based procurement policies, as necessary;
- Providing recommendations for how the Grantee can strengthen its procurement system after the Advisor’s period of performance concludes; and
- Recommending procurement strategies for the subsequent National Development Plans (NDP 11, 12, etc.).

The Contractor will provide a second Advisor (“PMO Advisor - Technical”) who will assist the PMO in strengthening its technical requirements, contract specifications, and project finance management practices as the PMO carries out Phase 2.2 of the North-South Carrier water project (“NSC 2.2”), a high-priority development project of the Government of Botswana and other strategic national projects within the Grantee. The PMO Advisor – Technical will work closely with the PMO and will provide support in the following areas: conducting acquisition planning and market research; developing technical specifications and value-based evaluation criteria for NSC 2.2; and providing contract oversight to NSC 2.2 and previous phases and other strategic projects within the PMO, as necessary. The PMO Advisor – Technical’s tasks shall include:

- In conjunction with PMO Advisor – Procurement, conducting a preliminary and a final assessment of the Grantee’s procurement processes, utilizing applicable indicators from the MAPS tool or other internationally-accepted model for specific projects as directed by DPS for the PMO;
- Conducting acquisition planning and strengthening acquisition planning procedures for NSC 2.2 and other strategic projects within the PMO as directed by DPS for the PMO;
- Performing market research related to acquisition planning, implementation timelines, and industry performance standards;
- Developing technical specifications for NSC 2.2 and other strategic projects within the PMO as directed by DPS for the PMO;
- Establishing evaluation criteria for NSC 2.2 and other strategic projects within the PMO as directed by DPS for the PMO that transparently and fairly assesses value and life-cycle costs, including but not limited to criteria to assess quality and cost as provided for in the PPADB regulations;
- Performing a post-award review of the NSC 2.2 and other strategic projects within the PMO as directed by DPS for the PMO;
- Providing oversight of contract implementation for NSC 2.2. and previous phases, and other strategic projects within the PMO as directed by DPS for the PMO, as necessary;

- Recommending intra-ministerial procurement reporting procedures that facilitate reporting from the Grantee-owned parastatal entities to the Grantee with respect to NSC 2.2 and other strategic projects within the PMO as directed by DPS for the PMO;
- Cataloguing international best practices for value-based procurement with a focus on creating transparent objective selection criteria used to evaluate complex, high-value strategic water and energy procurements to serve as a reference and resource for the Grantee, particularly after Advisor's period of performance concludes;
- Promoting the skills development of Grantee staff, including conducting trainings relating to technical, contractual and financial specification systems, as necessary; and
- Providing recommendations for how the Grantee can strengthen its technical, contractual and financial specification systems after the Advisor's period of performance concludes.

To help the Grantee establish sound, quality-based, transparent procurement practices that contribute to the sustainability of infrastructure investments, support economic growth, and foster greater international competition, the Advisors will work closely to standardize best practices for utilizing value-based procurement mechanisms. While much of the work will be done independently as the Advisors will be working in two separate functional areas of the PMO, the Advisors will communicate regularly with each other to provide consistency, conformity, and complementarity within the recommendations provided to the Grantee.

In order to maintain impartiality and to avoid any perceived or actual conflict of interest, the Contractor shall not select nor be involved in the award of tenders. The Contractor may provide general support and guidance on how to complete technical evaluations of tenders and develop matrices to fairly evaluate proposals during the evaluation process.

III. Deliverables

Deliverables for the Contractor shall include:

- The Contractor shall develop a Work Plan for each Advisor that (a) includes all tasks detailed in Section II above and (b) specifies key duties to be undertaken as well as quantitative and qualitative achievements. The Work Plans shall be completed within 30 days of the Advisors' reporting to duty in Gaborone. Such Work Plans shall be provided to the Grantee and USTDA for review and approval. If the Work Plan requires any revisions at any stage, the Contractor shall promptly notify the Grantee of such revision and provide the Grantee with a justification for such revision. Any revisions to the Work Plan must receive prior approval from the Grantee. If the Work Plan requires any material revisions or if there are any changes to the tasks detailed in Section II above, the Contractor shall promptly notify the Grantee and USTDA of such material revision and/or change. Any material revisions to the Work Plan or changes to the tasks in Section II must receive prior approval from both the Grantee and USTDA.

- A Monthly Report from each Advisor regarding the services provided and the progress made against the Work Plan. Monthly Reports shall provide a complete documentation of all work performed by the Contractor as well as copies of any documents completed under the Work Plan. Monthly Reports shall be submitted for the Grantee's approval no later than the tenth day of the following month. Upon Grantee's approval of the report, a copy shall be made available to USTDA by the Grantee.
- The Contractor shall prepare and deliver to the Grantee, the PPADB and USTDA a combined, substantive and comprehensive final report of all work performed under this Terms of Reference ("Final Report"). The Final Report shall detail the work of both Advisors and shall be organized according to their respective Work Plan tasks, and shall include copies of all documents that have been created for the Grantee. The Final Report shall be prepared in accordance with Clause I of Annex II of the Grant Agreement.

ANNEX 6



USTDA-Funded Feasibility Study, Technical Assistance, or Training Grant

U.S. Firm Information Form

This form is designed to enable the U.S. Trade and Development Agency ("USTDA") to obtain information about entities and individuals proposed for participation in USTDA-funded activities. Information in this form is used to conduct screening of entities and individuals to ensure compliance with legislative and executive branch prohibitions on providing support or resources to, or engaging in transactions with, certain individuals or entities with which USTDA must comply.

USTDA Activity Number [To be completed by USTDA]

Activity Type [To be completed by USTDA]	Feasibility Study	Technical Assistance	Other (specify)
--	-------------------	----------------------	-----------------

Activity Title [To be completed by USTDA]

Full Legal Name of U.S. Firm

Business Address (street address only)

Telephone		Fax		Website	
-----------	--	-----	--	---------	--

Year Established (include any predecessor company(s) and year(s) established, if appropriate).
Please attach additional pages as necessary.

Type of Ownership	Publicly Traded Company
	Private Company
	Other (please specify)

Please provide a list of directors and principal officers as detailed in Attachment A. Attached? (Not Applicable for U.S. Publicly Traded Company)	Yes
---	-----

If Private Company or Other (if applicable), provide a list of shareholders and the percentage of their ownership. In addition, for each shareholder that owns 15% or more shares in U.S. Firm, please complete Attachment B.

Is the U.S. Firm a wholly-owned or partially owned subsidiary?	Yes
	No

If so, please provide the name of the U.S. Firm's parent company(ies). In addition, for any parent identified, please complete Attachment B.

Is the U.S. Firm proposing to subcontract some of the proposed work to another firm?	Yes
	No

If yes, U.S. Firm shall complete Attachment C for each subcontractor. Attached?	Yes
	Not applicable

Project Manager

Name	Surname	
	Given Name	

Address

Telephone

Fax

Email

Negotiation Prerequisites

Discuss any current or anticipated commitments which may impact the ability of the U.S. Firm or its subcontractors to complete the Activity as proposed and reflect such impact within the project schedule.

Identify any specific information which is needed from the Grantee before commencing negotiations.

U.S. Firm may attach additional sheets, as necessary.

U.S. Firm's Representations

U.S. Firm shall certify to the following (or provide an explanation as to why any representation cannot be made):

1. U.S. Firm is a [check one] Corporation LLC Partnership Sole Proprietor Other:
 duly organized, validly existing and in good standing under the laws of the State of: .
 The U.S. Firm has all the requisite corporate power and authority to conduct its business as presently conducted, to submit this proposal, and if selected, to execute and deliver a contract to the Grantee for the performance of the USTDA Activity. The U.S. Firm is not debarred, suspended, or to the best of its knowledge or belief, proposed for debarment or ineligible for the award of contracts by any federal or state governmental agency or authority.
2. The U.S. Firm has included herewith, a copy of its Articles of Incorporation (or equivalent charter or document issued by a designated authority in accordance with applicable laws that provides information and authentication regarding the legal status of an entity) and a Certificate of Good Standing (or equivalent document) issued within 1 month of the date of signature below by the State of: .
 The U.S. Firm commits to notify USTDA and the Grantee if it becomes aware of any change in its status in the state in which it is incorporated. USTDA retains the right to request an updated certificate of good standing. **(U.S. publicly traded companies need not include Articles of Incorporation or Good Standing Certificate)**
3. Neither the U.S. Firm nor any of its directors and principal officers have, within the ten-year period preceding the submission of this proposal, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.
4. Neither the U.S. Firm, nor any of its directors and principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 3 above.
5. There are no federal or state tax liens pending against the assets, property or business of the U.S. Firm. The U.S. Firm, has not, within the three-year period preceding the submission of this proposal, been notified of any delinquent federal or state taxes in an amount that exceeds US\$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.
6. The U.S. Firm has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself of its debts under any bankruptcy, insolvency or other similar law. The U.S. Firm has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.
7. The U.S. Firm certifies that it complies with USTDA Nationality, Source, and Origin Requirements and shall continue to comply with such requirements throughout the duration of the USTDA-funded activity. The U.S. Firm commits to notify USTDA and the Grantee if it becomes aware of any change which might affect U.S. Firm's ability to meet the USTDA Nationality, Source, and Origin Requirements.

The U.S. Firm shall notify USTDA if any of the representations are no longer true and correct.

U.S. Firm certifies that the information provided in this form is true and correct. U.S. Firm understands and agrees that the U.S. Government may rely on the accuracy of this information in processing a request to participate in a USTDA-funded activity. If at any time USTDA has reason to believe that any person or entity has willfully and knowingly provided incorrect information or made false statements, USTDA may take action under applicable law. The undersigned represents and warrants that he/she has the requisite power and authority to sign on behalf of the U.S. Firm.

Name		Signature	
Title			
Full Legal Name of U.S. Firm		Date	



ATTACHMENT B

USTDA-Funded Feasibility Study, Technical Assistance, or Training Grant

U.S. Firm Information Form – Shareholder(s) and Parent Company(ies)

If applicable, U.S. Firm provided a list of shareholders and the percentage of their ownership. This form shall be completed for each shareholder that owns 15% or more shares in U.S. Firm, as well as any parent corporation of the U.S. Firm (“Shareholder”). In addition, this form shall be completed for each shareholder identified in Attachment B that owns 15% or more shares in any Shareholder, as well as any parent identified in Attachment B.

USTDA Activity Number [To be completed by USTDA]	
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Activity Title [To be completed by USTDA]	
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Full Legal Name of U.S. Firm	
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Full Legal Name of Shareholder	
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Business Address of Shareholder (street address only)	
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Telephone number		Fax Number	
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Year Established (include any predecessor company(s) and year(s) established, if appropriate). Please attach additional pages as necessary.	
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Country of Shareholder’s Principal Place of Business	
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Please provide a list of directors and principal officers as detailed in Attachment A. Attached?	Yes
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Type of Ownership	Publicly Traded Company
	Private Company
	Other

If applicable, provide a list of shareholders and the percentage of their ownership. In addition, for each shareholder that owns 15% or more shares in Shareholder, please complete Attachment B.	
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Is the Shareholder a wholly-owned or partially owned subsidiary?	Yes
	No

If so, please provide the name of the Shareholder’s parent(s). In addition, for any parent identified, please complete Attachment B.	
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Shareholder may attach additional sheets, as necessary.



ATTACHMENT C

USTDA-Funded Feasibility Study, Technical Assistance, or Training Grant

Subcontractor Information Form

This form is designed to enable the U.S. Trade and Development Agency ("USTDA") to obtain information about entities and individuals proposed for participation in USTDA-funded activities. Information in this form is used to conduct screening of entities and individuals to ensure compliance with legislative and executive branch prohibitions on providing support or resources to, or engaging in transactions with, certain individuals or entities with which USTDA must comply.

USTDA Activity Number [*To be completed by USTDA*]

Activity Title [*To be completed by USTDA*]

Full Legal Name of Prime Contractor U.S. Firm ("U.S. Firm")

Full Legal Name of Subcontractor

Business Address of Subcontractor (street address only)

Telephone Number

Fax Number

Year Established (include any predecessor company(s) and year(s) established, if appropriate). Please attach additional pages as necessary.

Subcontractor Point of Contact

Name	Surname	
	Given Name	

Address

Telephone

Fax

Email

Subcontractor's Representations

Subcontractor shall provide the following (or any explanation as to why any representation cannot be made), made as of the date of the proposal:

1. Subcontractor is a <i>[check one]</i>	<input type="checkbox"/> Corporation	<input type="checkbox"/> LLC	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Other
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duly organized, validly existing and in good standing under the laws of: .

2. The subcontractor has all the requisite corporate power and authority to conduct its business as presently conducted, to participate in this proposal, and if the U.S. Firm is selected, to execute and deliver a subcontract to the U.S. Firm for the performance of the USTDA Activity and to perform the USTDA Activity. The subcontractor is not debarred, suspended, or to the best of its knowledge or belief, proposed for debarment or ineligible for the award of contracts by any federal or state governmental agency or authority.
3. Neither the subcontractor nor any of its directors and principal officers have, within the ten-year period preceding the submission of the Offeror's proposal, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.
4. Neither the subcontractor, nor any of its directors and principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 2 above.
5. There are no federal or state tax liens pending against the assets, property or business of the subcontractor. The subcontractor, has not, within the three-year period preceding this RFP, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.
6. The subcontractor has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law. The subcontractor has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.
7. The Subcontractor certifies that it complies with the USTDA Nationality, Source, and Origin Requirements and shall continue to comply with such requirements throughout the duration of the USTDA-funded activity. The Subcontractor commits to notify USTDA, the Contractor, and the Grantee if it becomes aware of any change which might affect U.S. Firm's ability to meet the USTDA Nationality, Source, and Origin Requirements.

The selected Subcontractor shall notify the U.S. Firm, Grantee and USTDA if any of the representations included in its proposal are no longer true and correct.

Subcontractor certifies that the information provided in this form is true and correct. Subcontractor understands and agrees that the U.S. Government may rely on the accuracy of this information in processing a request to participate in a USTDA-funded activity. If at any time USTDA has reason to believe that any person or entity has willfully and knowingly provided incorrect information or made false statements, USTDA may take action under applicable law. The undersigned represents and warrants that he/she has the requisite power and authority to sign on behalf of the Subcontractor.

Name	<input type="text"/>	Signature	<input type="text"/>
Title	<input type="text"/>		
Full Legal Name of Subcontractor	<input type="text"/>	Date	<input type="text"/>