



BOTSWANA
Qualifications Authority

BQA PROCUREMENT CONTRACTS MANAGEMENT POLICY & PROCEDURES

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INTERPRETATION OF TERMS

"Act" means Botswana Qualifications Authority Act.

"Agreement/contract" includes deed, binding memorandum of understanding, letters, lease, license, response to tenders, and any other which creates, or which may create binding obligations (setting out the legal rights and obligations of parties) on the Authority and the other party/parties to the contract.

"Amendment" means changing the scope, nature, duration, purpose or objective of the contract.

"Authorizing Officer" shall mean the Chief Executive and members of the Executive Management Team of Botswana Qualifications Authority.

"Contract variation" means an addition or alteration to the original contract and may include a change to the scope of the contract, the value of the contract, the contract options to be exercised, contract prices and the quantity purchased.

"Contract owner" is The Authority employee who is ultimately accountable for the outcomes of the contract, usually the Head of department with the Delegated Authority. The Contract Owner approves contract variations, including extensions, as well appoints the contract management roles.

"Contract Manager" The Authority employee nominated to be responsible for the administration and management of a contract.

"Contractor" The supplier or the service provider (the other party) under a contract.

"Delegation" is a formal written instruction to perform or to assist in performing a duty.

"Employee" means an employee of Botswana Qualifications Authority.

"Legal Officer" includes officers and Managers employed in the Legal Unit of Botswana Qualifications Authority.

"Supporting legislation" include the Public Procurement Act, of 2021.



1. BACKGROUND

Management of procurement contracts enables the Authority and its suppliers to meet contractual obligations at an agreed cost and quality by monitoring the contract throughout its lifecycle. Circumstances may change over the life of a contract; therefore, contract management also involves managing changes and variations in terms of scope, terms, and prices. It also enables appropriate planning to ensure that the Authority achieves its objectives, and that procurement takes place in a structured way in compliance with the Public Procurement Act of 2021 and other legislations.

2. POLICY STATEMENT

2.1. Purpose

The purpose of this Contract Management Policy is to provide a clear and standardised approach to managing and administering contracts for goods, services and works purchased from suppliers.

2.2. Scope

This policy shall be applicable to the following;

- 2.2.1. BQA employees procuring and managing contracts by virtue of their responsibilities.
- 2.2.2. Procurement contracts and any other documents creating legally binding obligations on the Authority.

3. POLICY OBJECTIVES

The objective of this policy is to ensure:

- a. Achievement of business needs.
- b. A standardised approach to procurement contracts.
- c. Compliance with legislative and administrative arrangements.
- d. That procurement contracts are managed in a manner that facilitates business delivery while minimising risk.

4. POLICY CONTENT

4.1. Types of Contracts

4.1.1. Fixed price contracts

A fixed-price contract sets the terms of a project and establishes the price of goods or services. It outlines exactly what the seller is required to do and the seller's obligations for a firm price. Fixed-price contracts are especially useful when a project's scope is easily determined from the beginning. BQA Purchase order agreement will be used to set the terms and conditions of procurement. The fixed price contracts will be applicable for procurement below P300,000.00.

4.1.2. Consultancy Contracts

A consultancy agreement also known as a consulting contract or consulting services agreement establishes the rights and obligations between BQA and the consultant. It will outline the obligations and expectations of both parties so that both parties are well-informed regarding what they must do under the agreement. All consultancy services will have contracts regardless of the procurement limit.

4.1.3. Services Contracts

A service level agreement (SLA) is a documented agreement between a service provider and a customer that identifies both the services required and the expected level of service. The agreement varies between vendors, services, and industries. A service level agreement can either be a stand-alone document where the procurement limit is below P300,000.00 or included in the contract where the procurement limit is above P300,000.00.

4.1.4. Time and materials contracts

This type of contract will specify the scope of a project but are open-ended. They set out prices for materials and hourly rates for labour. With a time and materials contract, instead of quoting a fixed price for the entire project, a contract will describe the rough scope of the job along with a quote for a fixed hourly rate plus the cost of materials where applicable. The contractor may also include a

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maximum price for the project — commonly called a “not-to-exceed” clause — as a guarantee to protect the Authority against cost overruns.

4.2. Procurement Contract Management

Contract management is the process of managing contracts related to procurement and purchases made as a part of legal documentation of forging work relationships with suppliers to ensure the delivery of goods, services and works as agreed over the life of the Contract.

The management of a Contract may extend beyond the current term of the contract when there are ongoing obligations associated with maintenance agreements, warranties and guarantees.

4.2.1. Contract Management Requirements

All Procurement contracts should at minimum have the following in place:

- i. A clause to ensure goods and services are provided per the specification.
- ii. A schedule of fees/price and date of deliverables.
- iii. A clause indicating how supplier/contractor performance will be assessed and the frequency of assessment.
- iv. A clause indicating that meetings with the contractor, where key performance Indicators are discussed will be recorded.
- v. A clause indicating required security deposits or retention fees where applicable.
- vi. A clause indicating the action to be taken by both parties take should there be a breach of the agreement.
- vii. A clause for the resolution of disputes and claims.

4.3. Contract Variations

All Contract Variations must be approved in writing by the appropriate delegated authority. A formal addendum must be completed to reflect the change and be attached to the original contract.

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4.3.1. Renewal and Extension of Contracts

- i. The renewal, extension, or termination assessment process must commence six (6) months before the contract expiry date.
- ii. All proposals for renewal, extension or termination upon expiry must be approved at least one (1) month before the contract expiry date.
- iii. The Authority's decision must be communicated to the Supplier in writing at least fourteen (14) days before the contract expiry date.
- iv. Each contract may be extended once after expiry and the duration should not exceed that of the original contract. All Contract extensions must be approved in writing.

4.4. Contract Register

The Authority will maintain a register for all signed active contracts. The register will be a summary of key contract information and will be updated as and when contracts are signed or expire.

4.5. Cancellation of Contract before expiry date

The Contract Manager shall submit all contracts cancellations requests in writing to the BQA legal unit. Contracts made in violation of this policy are voidable and may be voided at the discretion of the Chief Executive Officer.

Either party may request for a contract to be cancelled if;

- i. The contractor has committed any corrupt or fraudulent acts during the bidding process or the execution of the contract; or
- ii. Any BQA employee or another party committed any corrupt or fraudulent act during the bidding process or the execution of the contract that benefitted that supplier.

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5. ROLES AND RESPONSIBILITIES

5.1 Chief Executive Officer


The Chief Executive Officer shall ensure that a procuring entity keeps and maintain an effective and efficient contract management system in accordance with the Public Procurement Act, 2021. Reference is made to section 42 of the Public Procurement Act of 2021 and Public Procurement Regulations 2023, regulation 98.

5.2 Procurement Unit

In accordance with regulation 99 of the Public Procurement Regulations 2023, the Chief Executive Officer shall designate an employee within the procurement unit, who possesses the skill and experience in contract management, as a contract manager for any awarded contract.

5.2.1 The Contract manager shall be responsible for (refer to public procurement regulation 99 (2):

- i. the monitoring of the performance of a contractor in order to ensure that a delivery or performance obligation is met, or any action required to be taken is taken by an Accounting Officer in the event that the obligation is not met;
- ii. ensuring that a contractor submits any required document;
- iii. ensuring that a procuring entity meets any of its payment and any other obligation under a contract;
- iv. ensuring that there is adequate cost, quality and time control, as may be necessary;
- v. the preparation of any required contract variation after the approval of an Accounting Officer;
- vi. the submission of any required amendment to a contract;
- vii. the management of any handover or acceptance procedure;
- viii. the submission of any recommendation for the termination of a contract;
- ix. for preparation of a periodic contractor review progress report;
- x. the keeping and maintenance of a project risk register to monitor any identified risk to a contract, and mitigation plan;



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- xi. ensuring that a contract is complete before the closing of the contract file and the preparation of an end-of-activity report in Form N set out in Schedule 1;
- xii. ensuring that a record for the management of a contract is kept and maintained;
- xiii. ensuring that a contractor and a procuring entity comply with a contract and the provisions of the Public Procurement Act;
- xiv. the submission of information on the status and progress of a contract;
- xv. the management of the drafting and generating of contracts.

5.2.2 The Contracts manager shall ensure that all Contracts are signed before the commencement of work.

6.0 RELATED POLICIES AND LEGISLATION

The policy will be read in conjunction with the following documents:


- i. Public Procurement Act, 2021
- ii. Public Procurement Regulations, 2023
- iii. BQA Act and other legislations
- iv. Any other relevant BQA policy

7.0 POLICY REVIEW

This policy shall be reviewed every three (3) years or as directed by Executive Management.

8.0 POLICY APPROVAL

8.1 This policy was approved by the Executive Management and signed on behalf by:

DESIGNATION	NAME	SIGNATURE	DATE
Chief Executive Officer	Professor Botsalano Mosimakoko (Ph.D)		14 June 2023

