



BBS Bank Limited (BBS Bank)

Request for Proposal (RFP) for Business Continuity Management (BCM) Assessment & Upgrade

RFP #: BBS Bank-RISK-003-2025- Business Continuity Management Assessment & Upgrade.



TABLE OF CONTENTS

1.	INTRODUCTION.....	3
2.	OBLIGATION FOR ACCEPTANCE.....	3
3.	RFP CONFIDENTIALITY.....	4
4.	COPYRIGHT	4
5.	UNAUTHORISED RELEASE OF INFORMATION.....	5
6.	TERMS OF ISSUE.....	5
7.	SERVICE PROVIDER/VENDOR TIME & EXPENSE	5
8.	NO IMPLIED OFFER.....	5
9.	ERRORS & OMISSIONS	5
10.	CONTRACTING.....	6
11.	CORPORATE RESPONSIBILITY	6
12.	ENQUIRIES / CLARIFICATIONS.....	6
13.	PROCESS AND TIMEFRAMES.....	7
14.	RESPONDING TO THE RFP	7
15.	INDIVIDUAL DISCUSSION	8
16.	PRICING.....	8
17.	ASSUMPTIONS	8
18.	PRE-QUALIFICATION REQUIREMENTS.....	8
19.	SCOPE OF SERVICES	10
20.	SELECTION & EVALUATION CRITERIA	14



1. INTRODUCTION

- 1.1.** BBS Bank Limited was initially established under the Building Societies Act of 1961 with a mandate to provide property finance, investment products, and savings products. In 2018, BBS Limited successfully demutualised and became a company and subsequently applied for a commercial banking licence. BBS Bank Limited was issued with a commercial banking licence on the 06th October 2022.
- 1.2.** BBS Bank Limited operates from the Head Office, Computer Center and a Branch network of 10 branches spread across the country. Three (3) branches are in Gaborone and one each in strategic locations of Lobatse, Serowe, Selibe-Phikwe, Palapye, Francistown, Maun, and Kasane.
- 1.3.** BBS Bank has a product base which is divided into three (3) categories namely savings accounts, investment accounts, property finance and personal loans. The Bank offers mortgage loans and short-term loans using property, shares and fixed deposits as collateral. Other complementary services include internet banking, mobile banking, and automated teller machines (ATMs) which are eleven (12) in number. The ATMs are within the branches as well as standalone units in high-population commercial areas.
- 1.4.** The purpose of this document is to set out the Bank's requirements, identify the Prospective Service Providers most suited to meet the Bank's requirements and invite the Prospective Service Providers to respond with details on how they would assist the Bank in delivering its requirements.
- 1.5.** The Request for Proposal ("RFP") is designed to elicit relevant information from applicants to enable informed competitive selection.

2. OBLIGATION FOR ACCEPTANCE`

- 2.1.** BBS Bank Limited is not obliged to disclose the reasons behind any decision taken in response to this RFP.
- 2.2.** BBS Bank Limited shall not be obligated to accept and reserves the right to, in its sole discretion, reject any proposal, in whole or in part. BBS Bank Limited reserves the right, in its sole discretion, to waive the non-compliance of any service provider. BBS Bank Limited reserves the right to take any of the following courses of action, among other courses not listed below:
 - a. Enter into negotiations with any party that provides the services to which this RFP relates;
 - b. Develop a short list and re-issue the Request for Proposal;
 - c. Meet with one or more service providers to further discuss their proposals;
 - d. Negotiate directly with one or more service provider;
 - e. Re-package the offering and negotiate with one or more service providers;



- f. Cancel the RFP, and re-issue to different service providers if the proposals are deemed unreasonable; or
- g. Do nothing and keep the information on file for future reference.

3. RFP CONFIDENTIALITY

- 3.1.** The reproduction of any part of this RFP by photographic, electronic or other means is permitted only for the sole purpose of preparing the bidder's response to this RFP.
- 3.2.** If the bidder elects not to submit a proposal in response to this RFP, or if the bidder is notified that it has been removed from consideration, then the bidder will immediately destroy or cause to be destroyed all Confidential Information of BBS Bank Limited, as well as the bidder's notes, memoranda, summaries or other writings relating to this RFP and other Confidential Information of BBS Bank Limited. The bidder will be held liable should it be established that the information was not destroyed (i.e. deleted, shredded or burned but not merely discarded), and has been used in a way that tarnishes the image of BBS Bank Limited.
- 3.3.** The bidder may provide the information contained within the RFP only to its employees on a "need to know" basis, and under no circumstances release such information to any third parties without BBS Bank Limited's prior written consent. If a bidder wishes to disclose relevant sections of this RFP to one or more affiliates or subcontractors, it may do so only in accordance with the instructions in this document.
- 3.4.** If the bidder does not honour these confidentiality provisions, they will be excluded from participating in future BBS Bank Limited supply opportunities and may be held liable for any damages caused.
- 3.5.** The bidder will not, under any circumstance, make (or cause to be made) any press release or other public announcement relating to this RFP or BBS Bank Limited's evaluation process, and shall not otherwise publicise this RFP in any manner, unless it first obtains written consent from BBS Bank Limited. Any violation of this prohibition will be grounds for automatic disqualification, in addition to other remedies available to BBS Bank Limited, at law or in equity.

4. COPYRIGHT

- 4.1.** This document contains information that is proprietary and confidential to BBS Bank Limited and its affiliates who have all rights of copyright in it. Any dissemination, distribution, reproduction, or disclosure in any form of the content of this document is forbidden without the prior written permission of BBS Bank Limited.
- 4.2.** This Request for Proposal document may not be used for any purpose other than by the supplier for developing their response to it, and all reasonable



efforts must be taken by the supplier to ensure confidentiality of any information provided. This document and any other information of a confidential nature which may be provided to the supplier during the course of the Request for Proposal (RFP) process are and will be covered by the Confidentiality clause in this RFP document.

5. UNAUTHORISED RELEASE OF INFORMATION

- 5.1.** The information provided in this RFP and any subsequent related document is provided in strict commercial confidence. This also applies to all other communications between BBS Bank Limited and the recipients. It must not be divulged to a third party without the prior express written consent of BBS Bank Limited.

6. TERMS OF ISSUE

- 6.1.** The issuance of this document by BBS Bank Limited does not constitute an offer to trade and the company is not bound to conduct business based on any responses to the document. Any commercial arrangements are subject to a formal contract or purchase order.

7. SERVICE PROVIDER/VENDOR TIME & EXPENSE

- 7.1.** All-time and expenses incurred by the bidder in responding to this RFP are the sole responsibility of the bidder and will not be reimbursed by BBS Bank Limited.

8. NO IMPLIED OFFER

- 8.1.** The issuance of this RFP does not imply that BBS Bank Limited is making an offer to do business with any RFP recipient or respondent. No agreement or other binding obligation on BBS Bank Limited is implied or will occur unless and until both parties execute a definitive services agreement. The issuance of this RFP and the submission of a bidder's proposal do not create any obligation upon BBS Bank Limited to purchase services from any bidder or to enter into any binding legal relationship with any one or more of the bidders.

9. ERRORS & OMISSIONS

- 9.1.** The bidder is responsible for examining this RFP. Failure to do so will be at the sole risk of the bidder.
- 9.2.** This document describes BBS Bank Limited's tentative plans and if any point is unclear, it is the bidder's responsibility to ascertain the facts and considerations to enable the bidder to properly respond to this RFP promptly. Should the bidder find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, the bidder shall notify the BBS Bank Limited contact of such findings and/or questions.
- 9.3.** Should such matters remain unresolved by BBS Bank Limited before the bidder prepares its response, such matters must be addressed in the bidder's response.



BBS Bank Limited is not responsible for oral statements made by its employees, agents, or representatives concerning this RFP.

- 9.4.** BBS Bank Limited makes no representations or warranties regarding the accuracy or completeness of the information contained in this RFP, Exhibits, Attachments and Appendices. The bidder is responsible for making its evaluation of information and data contained in this RFP and other information it obtains in preparing and submitting its proposal.

10. CONTRACTING

- 10.1.** The successful service provider will be expected to enter into a Contract Agreement under BBS Bank Limited's standard terms and conditions for the supply of goods and services.
- 10.2.** BBS Bank Limited reserves the right to amend or add any additional terms.

11. CORPORATE RESPONSIBILITY

- 11.1.** BBS Bank Limited is committed to engaging its supply chain and working with key service providers to contribute towards the goal of continuous improvement in Environmental, Social, and Ethical performance and Citizen Economic Empowerment. Our assessment of service providers will incorporate these issues within the sourcing process, and promote, where appropriate, the implementation of management systems.

12. ENQUIRIES / CLARIFICATIONS

- 12.1.** All communication to BBS Bank Limited related to this RFP should be directed to:

MAIN CONTACT:

Procurement Manager

BBS Bank Limited

P O Box 40029

Gaborone, Botswana

Email: tenders@bbs.co.bw

Telephone: 3631643

- 12.2.** All inquiries must be submitted in writing via electronic mail.
- 12.3.** On the time frames under "Process and Timeframes" Bidders have the opportunity to ask questions or request clarification concerning areas of this RFP.
- 12.4.** BBS Bank Limited will, at its sole discretion, determine whether a question is a general clarification or specific to a bidder, and provide written answers accordingly. All answers to general clarification questions will be issued to all RFP participants.
- 12.5.** BBS Bank Limited makes no guarantee of any contract resulting from this RFP process or of any amount of services to be procured; and BBS Bank Limited



reserves the right to award the contract, if any, based on its overall business policies and needs.

- 12.6.** The proposal shall remain valid for a period of no less than 120 days from the submission date.

13. PROCESS AND TIMEFRAMES

- 13.1.** The below timeframes are indicative and are subject to change.

ITEM	DATE	TIME
RFP distributed	11 September 2025	1700hrs
Deadline for questions on RFP	18 September 2025	1700hrs
Responses to RFP questions	25 September 2025	1700hrs
Deadline for RFP submission	3 October 2025	1700hrs

14. RESPONDING TO THE RFP

SUBMISSION

BIDDERS MUST SUBMIT ONE (1) TECHNICAL AND ONE (1) FINANCIAL PROPOSAL. THE TECHNICAL PROPOSAL AND THE FINANCIAL PROPOSAL MUST BE IN TWO ZIPPED FOLDERS, LABELED AS FOLLOWS:

“TECHNICAL PROPOSAL - TENDER NO BBSL-RISK-003-2025 REQUEST FOR PROPOSAL FOR BUSINESS CONTINUITY MANAGEMENT (BCM) ASSESSMENT & UPGRADE”

“FINANCIAL PROPOSAL – TENDER NO BBSL-RISK-003-2025-BBS REQUEST FOR BUSINESS CONTINUITY MANAGEMENT (BCM) ASSESSMENT & UPGRADE”

- 14.1.** Any responses not received at the time and date specified in the instructions above will be removed from consideration at the sole discretion of BBS Bank Limited.
- 14.2.** The bidder must not submit as part of its proposal any information or other material that cannot be incorporated into any Agreement issued as a result of this RFP process. All information and material about the bidder’s proposal must be included as part of the RFP proposal. Any reference to pre-existing material not included will not be considered and may result in non-compliant and disqualification from the RFP process.
- 14.3.** BBS Bank Limited reserves the right to negotiate any aspects of the proposal received from the bidder. The bidder is advised that after the issuance of this RFP, additional material may become available and will be transmitted for the bidder’s consideration. The respondent will consider such information in its response to this RFP and BBS Bank Limited will assume that all changes or additional information transmitted have been included in the bidder’s proposal unless



otherwise specified. The bidder is required to respond according to the instructions contained in each section of the RFP, as well as the overall Instructions to the RFP.

- 14.4.** The bidder shall answer ALL questions raised in this RFP.
- 14.5.** The bidder should ensure they read all the documentation provided as part of this RFP and ensure that they respond to all the required areas.

15. INDIVIDUAL DISCUSSION

- 15.1.** If required, BBS Bank Limited will contact the bidder(s) to arrange meetings to discuss their proposal with the relevant BBS Bank Limited staff.

16. PRICING

- 16.1.** The pricing for the services must be clear and not ambiguous. A clear breakdown of costs should be provided.
- 16.2.** BBS Bank Limited will endeavour at all times to provide enough information to enable bidders to provide accurate pricing.
- 16.3.** Bidders will not be allowed to make any price adjustments once a proposal has been submitted.
- 16.4.** The bidders' pricing must be valid for at least 120 days
- 16.5.** BBS Bank Limited is by law required to deduct withholding tax from the bidders' invoice where applicable.
- 16.6.** Bidders' pricing must not in any way prohibit BBS Bank Limited from deducting applicable taxes as the laws of Botswana dictate.

17. ASSUMPTIONS

- 17.1.** BBS Bank Limited has endeavoured to provide sufficient guidance and details to inform the bidders' proposals. However, it may be necessary for service providers to make some assumptions. Where assumptions have been made these must be highlighted and documented in the proposal. BBS Bank Limited accepts no responsibility for assumptions made by bidders.

18. PRE-QUALIFICATION REQUIREMENTS

- 18.1.** The following documents shall be submitted by all bidders. In case of omission to submit any of these documents, BBS Bank Limited may at its discretion request the bidder to submit the documents within two (2) days from the day of the notice. Failure to submit any one (1) of these documents may result in disqualification of the bidder:
 - **Company Profile** – The company profile must detail the company's background and experience. The profile must also detail the company structure, partnerships, resources and equipment necessary for the execution of this service.



- **Company Registration Certificate**
- **Company Shareholding** (Share Certificates)
- **Company Directors** (records as provided by Companies and Intellectual Property Authority (CIPA) or an equivalent institution in the concerned jurisdiction)
- **Copies of IDs of Directors and Shareholders** (Omang for Citizens and Passport for non-citizens) – Where applicable, these will be used by BBS Bank Limited to determine the level of citizen ownership in the bidder and use the information to apply citizen preference for citizen empowerment
- **Valid Tax Clearance Certificate**
- **VAT Registration Certificate** (Where applicable)
- **Audited Annual Financial Statements for the past 3 years** (Where applicable) (If not applicable, provide Annual Financial Statements prepared by an accountant registered with an Accountancy Body) - The financial stability of the company must also be shown through the provision of the last three (3) years of audited annual financial statements or other means acceptable to BBS Bank Limited, on exception. Where the project is to be delivered with third-party assistance, similar information from the third party would be required, as well as the detail of the contractual relationship between the parties. A copy of the agreement will have to be provided.

If the supplier's bidder is done in partnership with other companies, the above documents must be submitted for each partner or subcontractor.



19. SCOPE OF SERVICES

19.1. Scope

As part of the enhancement of its operational resilience and compliance with enterprise risk management standards, **BBS Bank** is seeking the services of a qualified vendor to assess and upgrade its **Business Continuity Management (BCM) framework**, including the performance of a **Business Impact Analysis (BIA)** and delivery of a proposal for an appropriate BCM platform/solution. The overall objective is to ensure continuity of critical banking operations during disruptive events and alignment with **international best practices (ISO 22301)**, local regulatory expectations, and the bank's internal policies.

The vendor is expected to:

- Evaluate the current BCM policy, governance, and process architecture, identifying gaps or vulnerabilities and update the BBS Bank BCM strategy.
- Conduct a detailed Business Impact Analysis (BIA) across all business units to identify mission-critical processes, RTOs/RPOs, resource dependencies, and interdependencies.
- Perform a risk-based continuity gap analysis, testing the Bank's preparedness against realistic scenarios.
- Recommend a comprehensive and scalable BCM solution, which may be manual (e.g., structured spreadsheets with workflows) or digital (cloud-based platform), based on the bank's current technology maturity.
- Align all work to ISO 22301, Botswana regulatory guidelines, and best practice continuity lifecycle principles.
- Deliver training, awareness support, and a roadmap for future improvements and implementation.

19.1.1 Functional Requirements

Please confirm your proposal meets the following functional areas and explicitly state how each will be addressed:

Requirement	Description
BCM Policy & Framework Review	Conduct a thorough review of the bank's existing BCM governance structure, continuity plans, and escalation protocols. Assess alignment with ISO 22301 and identify gaps or outdated procedures.
Business Impact Analysis (BIA)	Identify critical business functions across all departments (Operations, Treasury, Finance, Digital Banking, Cards, HR, Credit, Risk, Strategy, IT, etc.). Define RTOs/RPOs, rank functions by impact severity, and document key interdependencies and SLAs.



Continuity Risk Assessment	Evaluate threats and vulnerabilities across physical, IT, third-party, and staff dimensions. Include a risk matrix of likelihood vs. impact and propose mitigation strategies.
Gap Analysis	Highlight discrepancies between current capabilities and expected resilience benchmarks (including technology, manual fallback, and response time).
BCM Tool / Platform Recommendation	Evaluate and recommend a BCM solution suitable for BBS Bank's needs. The solution should support documentation, workflow automation, contact tree activation, incident tracking, and testing management. Preference for ISO 27001-compliant solutions with cloud or hybrid deployment.
Scenario Testing and Simulation	Conduct 1-2 test simulations (e.g., branch system failure, data center outage) using either a tabletop or functional format to validate plan effectiveness and gather lessons learned.
Plan Documentation & Audit Readiness	Standardize continuity plans across departments, including key contacts, recovery protocols, third-party dependencies, and resource needs. Prepare documentation for external audit or regulatory review.
Training & Awareness	Deliver targeted training to staff (BCM leads, ITDR teams, recovery coordinators), and propose an annual awareness schedule for BCM refreshers.

19.1.2 Model Quality Criteria

Quality	Definition	Expectation
Transparent	Well-documented and clearly structured continuity plans.	Provide BCM guidebook, response flowcharts, escalation trees, and staff roles matrix.
Comprehensive	Covers all business units, systems, and dependencies.	Include BIA reports, testing plans, and critical resource mapping.
Audit-Ready	Satisfies internal and external assurance requirements.	BCM plan should align to ISO 22301 and be test/audit friendly.



Risk-Based	Driven by threat severity and business impact.	BIA and continuity plans should prioritize high-impact functions.
Empirical	Evidence-based and scenario-tested.	Run at least 1 simulation and document effectiveness metrics.
Actionable	Ready for real-life invocation.	Include recovery task timelines, fallback process guides, and communication plans.
Future-Ready	Adaptable to changing business/tech environment.	Recommend tools that allow scalability, updates, and testing workflows.

19.1.3 Deliverables

The selected vendor must provide the following:

1. Revised BCM Policy incorporating governance, escalation, and oversight structure.
2. BIA Report with function-level criticality matrix, RTO/RPO, and dependency maps.
3. Continuity Risk Assessment and Gap Analysis Report.
4. Recommended BCM Solution or Platform, with rationale, pricing, and demo (if system-based).
5. Standardized Department-Level Continuity Plans, formatted for audit readiness.
6. Simulation/Testing Report (based on at least one conducted tabletop or live drill).
7. BCM Handbook/User Guide for internal teams and staff.
8. Training Sessions & Training Materials for core staff in Risk, Operations, IT, and Executive Management.
9. Roadmap and Implementation Plan for further improvements over 6–12 months.

19.1.4 Cost Structure

Please provide a cost breakdown aligned to key deliverables or project milestones (e.g., assessment, BIA, solution recommendation, training).

19.2. Skills Required & Resources:



The respondent is required to provide details of specified personnel that are proposed for engagement on the project. For each staff member, the following must be provided as a minimum:

19.3. Summary Curriculum Vitae detailing:

Name and age;
Qualifications and when obtained;
Years of relevant experience;
Previous assignments similar to this project;
Proposed role within this project;
Date of Certification (where applicable)

19.4. Project Team

The respondent must include full details of the proposed project team, a description of the role of each member, and the project team structure, including managers, team leaders, consultants and any third party e.g. sub-contractors and technical partners etc.

The adequacy of the project team must also be clearly articulated.
The project team structure's escalation process and reporting lines must also be indicated.

19.5. Company's Experience in similar projects:

The bidder must clearly articulate the similar projects they have undertaken in the past 5 years.

19.6. Warranties and Guarantees

Warranties and guarantees must be clearly stated, including the period, conditions to be fulfilled for the warranties and guarantees to be valid and all circumstances which might invalidate the warranties and guarantees.

19.7. The Services

The Service Provider shall provide the services to BBS Bank Limited by the terms and conditions of the Contract Agreement and the Service Level Agreement entered into between the bidder and BBS Bank Limited.

19.8. RFP Response Required



Please structure your RFP Response in such a way that it addresses the key points shown below. You may add attachments to your Response if you feel they are needed to fully address these points.

1. Your Understanding of the Brief, including the key questions that must be addressed for successful completion.
2. Proposed Approach & Deliverables. Please detail your proposed approach to the engagement including:
 - a. How you would structure the work (phases, milestones, interim and final deliverables), any methods or tools used and proposed approach to both engagement governance, including how you would work with internal teams.
 - b. Any assumptions or dependencies explaining, where necessary, the impact of any key assumptions or dependencies identified.

Kindly share any initial concerns you have about the scope, proposed approach or deliverables to be produced, including how these concerns might best be addressed.

20. SELECTION & EVALUATION CRITERIA

20.1. A two-stage evaluation procedure will be adopted by the Bank for accessing the proposals:

a) **Technical Evaluation – 70%**

The technical evaluation will assess the competencies of the bidders in the following areas:

20.1.1. Methodology: The Tenderer is required to describe its understanding of BBS Bank Limited's requirements as set out in the RFP and to describe the proposed solution (product/service), project methodology and approach to be used to provide the deliverables required, including work scope and high-level project plan. It must spell out at a high level the implementation plan, estimated project time, risk management and quality assurance management in the project delivery and other relevant governance parameters. The assumptions, dependencies and constraints should be indicated and their possible impact on the project and proposed mitigation.

The tender must respond exactly to the indicated deliverables with their pricing. Where however the bidder wants to provide an alternative or added deliverables, this must be indicated with a clear motivation for the same, as well as separate pricing.



20.1.2. Additional Information and Supporting Documents

Documents that are referred to in the response and which cannot be incorporated in the body of the particular Response Schedule should be assembled and indexed in a readily identifiable manner and included in this response.

The Tenderer is invited to provide any further information, which may enhance the assessment of the Response.

20.1.3. Project Implementation Control, Reporting and Service Levels/Standards

The Tenderer is required to indicate its project or service control and quality assurance approach. This will include the establishment of governance structures, reporting, assigning roles and responsibilities, including the appointment of Authorised Representatives by either party or service levels/standards.

- 20.2.** References/Track Record (Bidders must provide at least three (3) written references for similar work done not more than 5 years ago).
- 20.3.** Competencies of Key Personnel (CVs must be attached)
- 20.4.** Warranties and Guarantees
- 20.5.** Post implementation support.

b) Financial evaluation – 30%

The Financial evaluation will assess the reasonableness of the financial proposal to complete the project successfully. The Bank is not obliged to award the service to the lowest-priced bid.

All pricing is to be in Botswana Pula, where possible. If it is not possible, the indicated foreign currency will be converted to Botswana Pula using the exchange rate applicable on the closing date of the tender.

Tenderers are to provide a detailed price breakdown of their supplies and services, including disbursements (where applicable), per diem (where applicable), out-of-pocket costs (where applicable), and rates per type of resource (where applicable) or unit or hourly costs (where applicable).

All payment schedules and payment terms and conditions must be clearly articulated.



For all prices, Value Added Tax and any other government levy must be indicated in all pricing schedules where applicable. BBS Bank Limited will deduct any applicable Taxes as per the Laws and Regulations in force at the time. Bidders are prohibited from including any conditions that may prohibit BBS Bank Limited from conforming to the applicable laws and regulations about the deducting of applicable taxes.

Prices shall remain valid for 120 days for all deliverables.

Please note that all exclusions must be clearly stated.

Any arithmetical errors are corrected without prejudice to the Tenderer such that where there is a discrepancy between a fee rate and the total amount derived from the multiplication of the fee rate by the corresponding quantity, the fee rate as quoted shall prevail, unless if in the opinion of the Tender Committee there is an obvious error in the fee rate, in which event the total amount as quoted shall prevail and the fee rate shall be corrected.

2. CITIZEN EMPOWERMENT

BBS Bank Limited is committed to empowering and uplifting Citizen Owned Companies and individuals. Where applicable, the Bank may deliberately favour Citizen Owned Companies to empower citizen-owned companies. Preference margins for citizen-owned companies are set at 15%.

For the preferential margins to be applied properly, all bidders must be evaluated and ranked accordingly. If a citizen bidder is found to be well qualified to undertake the project and their price is higher than a similarly ranked foreign bidder, the price for the local bidder will be discounted by the preferential margin to compete with the foreign bidder. If after discounting, the citizen bidder's pricing is lower than the foreign bidder, the local bidder will be recommended. The contract will be at the bidder's price without the preferential discount.

3. VALUE ADDITIONS

- 3.1.** In addition to the works described in the above sections, please also indicate strengths and value-adding services that the Bank will benefit from by engaging your company for this service.
- 3.2.** After the submission of all the RFPs by the due date, BBS Bank Limited shall evaluate all the proposals submitted to determine which service provider to engage. BBS Bank Limited reserves the right to engage any service provider at its discretion by ensuring that it gets value for money. The selected service provider will not necessarily be one (1) with the lowest cost proposal.



4. ASSUMPTIONS

1.1. The Bank has endeavoured to provide sufficient guidance to inform your proposal. However, it may be necessary for suppliers to make some assumptions. Where assumptions have been made these must be highlighted and documented in the proposal. BBS Bank Limited accepts no responsibility for assumptions made by the bidders.

5. ACCEPTANCE OF CONDITIONS OF RESPONSE

Please complete and return with a proposal

I, _____, an authorised representative of

_____, (the respondent),

submitting a proposal in response to this RFP, have read and fully understand the Conditions of Response and the Legal Checklist within this RFP, and acknowledge and agree that an agreement may be entered into with BBS Bank Limited. I further understand that the issuance of this RFP and subsequent receipt of the response to this RFP does not obligate BBS Bank Limited to award the contract to any respondent(s).

Name (Print): _____

Signature: _____

Title: _____

Company: _____

Phone: _____

Date: _____

(To be signed and submitted with your proposal document)



6. FORM OF PROPOSAL

Dear Sir/Madam,

Having examined the RFP and the attached Schedules, we, the undersigned, hereby offer and undertake to provide the Services identified within the RFP and our proposal, as required by BBS Bank Limited.

Our proposal shall be valid for a period of (120) one hundred and twenty days.

We certify that this is a bona fide proposal and that we have not communicated to any person other than BBS Bank Limited the margins and rates submitted, and that such costs have not been fixed or adjusted by the arrangement or in collusion with any third party. We also understand that we will not make any such communication or enter into any collusive arrangement with any third party whether about this proposal or a proposal submitted or to be submitted by such a third person.

We understand that BBS Bank Limited is not bound to accept the lowest or any proposal that may be received.

Yours sincerely,

SIGNED _____ DATE _____

POSITION _____

FOR AND ON BEHALF OF _____

ADDRESS _____

(To be signed and submitted with your proposal document)



7. LEGAL CHECKLIST

Please note that the following represents only a summary of the key legal terms that the Company will require to be included in an agreement with its chosen supplier. It is not intended to be an exhaustive list.

Summary of Key Contracts Terms and Conditions

1. Payment Terms

Kindly note that in order to comply with Tax requirements, we request that invoices for BBS Bank Limited should follow the following format:

- The words "tax invoice" must be on the invoice in a prominent place.
- The Purchase order number should be included in the invoice.
- The name, address, and VAT registration number of the registered Company making the supply.
- The name, address, and VAT registration number of BBS Bank Limited; (TIN number for BBS Bank Limited is: BW00001057162)
- The individualised serial/invoice number and the date on which the tax invoice is issued.
- Description of the goods or services supplied.
- The quantity or volume of the goods or services supplied; and
- The total amount of the tax charged, the consideration for the supply, and the consideration including tax.
- Our payment turnaround time is at least 30 days.

2. Termination and Termination Consequences

- 2.1 The Agreement will automatically terminate if the service provider's service is unsatisfactory.
- 2.2 BBS Bank Limited may terminate without cause, giving one (1) month's notice.
- 2.3 On termination for whatever reason, the service provider will use all reasonable endeavours to assist BBS Bank Limited and to work with any incoming supplier to implement reasonable handover procedures to ensure that any services are handed over without disruptions.

3. Audit

BBS Bank Limited's internal and external auditors shall be granted access rights to the service provider's premises to audit the premises of the service provider of its obligations under the Agreement.

4. Confidentiality

- 4.1 The service provider undertakes to keep confidential information supplied by BBS Bank Limited and relating to BBS Bank Limited or any member of its Group. The successful bidder may be required to sign a non-disclosure agreement where applicable.



- 4.2 The service provider undertakes not to disclose any details of the Agreement, inform that BBS Bank Limited is a customer, or use the BBS Bank Limited name in any marketing or promotion without the prior written consent of BBS Bank Limited.

5. General

The following general clauses will be included in the Agreement:

- The Agreement to be governed by Botswana law.
- Force Majeure – specifically excluding any form of labour dispute with the respondent's personnel.
- Service provider to indemnify and protect the Bank's interest against loss or damage arising from the omission or commission of its staff while performing duties within the Bank premises.



OTHER TERMS & CONDITIONS

Contract negotiations with the preferred Tenderer will be held in Botswana where applicable. These meetings will aim to agree on all aspects of the project and sign a contract. The costs of contract negotiations incurred by the Tenderer will not be borne by BBS Bank Limited.

During the tendering process, the Tenderer will be expected to visit or interact with BBS Bank Limited to obtain all the necessary information to fully scope the project and develop accurate technical and financial proposals. Both documents will form a substantive part of the contract documents between the appointed tenderer and BBS Bank Limited.

The overall project timelines and project deliverables shall be stated in the RFP, leaving only the fine-tuning of same for the project governance documentation, which includes the Project Initiation Document (PID), Project plans, Work Authorisations, Workstreams, Work packages, Deployment plans and Service Level Agreements for the various services that will be rendered. The project governance documentation shall be completed within 30 days of the signature of the Agreement. During contract negotiations, BBS Bank Limited and the preferred Tenderer will therefore work out the detailed deliverables and other project logistics in terms of such project governance documentation, which shall form a material part of the Agreement between the parties.

The attached terms and conditions will form part of the Memorandum of Agreement that will govern the contract between BBS Bank Limited and the successful Tenderer.

If a contract cannot be successfully negotiated within the set period at its sole discretion, may terminate the negotiations with the preferred Tenderer and enter into contract negotiations with the next second preferred Tenderer or any other Tenderer or terminate the awarding process.

All contracts, including financial management of the project, shall conform to the rules, regulations and standards of BBS Bank Limited.

The laws of the Republic of Botswana shall apply.