REQUEST FOR PROPOSAL:
BBS- Marketing- 002-2026 BBS Bank 2026 Integrated Annual Report Tender

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1. INTRODUCTION

1.1. BBS Bank Limited (BBS Bank") is an indigenous commercial bank licensed in October 2022 having historically been a building society since 1970. Its mandate includes the provision of property finance, digital banking services, investment products, savings/deposit products, and insurance products through its insurance agency. BBS Bank seeks to provide affordable and attractive financial solutions and investment returns through efficient utilisation of resources and teamwork for the benefit of its shareholders, customers and other stakeholders.

1.2. BBS Bank operates from the Head Office in Gaborone, Computer Center in the new CBD, Gaborone and 10 Branches spread across the country. Three (3) Branches are in Gaborone and one each in Lobatse, Serowe, Palapye, Selibe Phikwe, Francistown, Maun, and Kasane. Each place has at least one ATM either at a Branch or in a separate location.

1.3. This Request for Proposal ("RFP") provides relevant information to bidders to enable an informed competitive selection process.

2. OBLIGATION FOR ACCEPTANCE

2.1. BBS Bank is not obliged to disclose the reasons behind any decision taken in response to this RFP.

2.2. BBS Bank 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 reserves the right, in its sole discretion, to waive non-compliance of any supplier. BBS Bank reserves the right to take any of the following courses of action, among other courses not listed below:

- Enter into negotiations with any party that provides the services to which this RFP relates,
- Develop a short list and re-issue the Request for Proposal,
- Meet with one or more suppliers to further discuss their proposals,
- Negotiate directly with one or more suppliers,
- Re-package the offering and negotiate with one or more suppliers,
- Cancel the RFP, and re-issue to different suppliers if the proposals are deemed unreasonable, or
- Do nothing but 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, as well as the bidder's notes, memoranda, summaries or other writings relating to this RFP and other Confidential Information of BBS Bank. 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.

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'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 honor these confidentiality provisions they will be excluded from participating in future BBS Bank 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's evaluation process, and shall not otherwise publicise this RFP in any manner, unless it first obtains written consent from BBS Bank. Any violation of this prohibition will be grounds for automatic disqualification, in addition to other remedies available to BBS Bank, at law or in equity.

4. COPYRIGHT

4.1. This document contains information that is proprietary and confidential to BBS Bank 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 prior written permission of BBS Bank.

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 and the recipients. It must not be divulged to a third party without the prior express written consent of BBS Bank.

6. TERMS OF ISSUE

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

7. SUPPLIER TIME & EXPENSE

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

8. NO IMPLIED OFFER

8.1. The issuance of this RFP does not imply that BBS Bank is making an offer to do business with any RFP recipient or respondent. No agreement or other binding obligation on BBS Bank 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 does not create any obligation upon BBS Bank to purchase goods or 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's tentative plans and if any point is unclear, it is the bidder's responsibility to ascertain the true facts and considerations to enable the bidder to properly respond to this RFP in a timely manner. 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 Contact of such findings and/or questions.

9.3. Should such matters remain unresolved by BBS Bank prior to the bidder's preparation of its response, such matters must be addressed in the bidder's response. BBS Bank is not responsible for oral statements made by its employees, agents, or representatives concerning this RFP.

9.4. BBS Bank 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 own 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 supplier will be expected to enter into a Contract Agreement pursuant to BBS Bank's standard terms and conditions for the supply of goods and services.

10.2. BBS Bank reserves the right to amend or add any additional terms.

11. CORPORATE RESPONSIBILITY

11.1. BBS Bank is committed to engaging its supply chain and working with key suppliers to contribute towards the goal of continuous improvement in Environmental, Social, Ethical performance and Citizen Economic Empowerment. Our assessment of suppliers 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 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

12.2. All inquiries must be submitted in writing via electronic mail.

12.3. Under the time frames under 'Process and Timeframes, Bidders can ask any questions or request clarification concerning areas of this RFP.

12.4. BBS Bank 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 makes no guarantee of any contract resulting from this RFP process or of any amount of services to be procured; and BBS Bank 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 time frames are indicative and are subject to change.

ITEM	DATE	TIME
RFP distributed	18/11/2026	08:30-17:00
Deadline for questions on RFP	28/11/2026	16:30
Responses to RFP questions	04/12/2026	16:30
Deadline for RFP submission	11/12/2026	16:30

14. RESPONDING TO THE RFP *[ONLINE SUBMISSION]*

Bidders are required to submit their proposals electronically via email to **tenders@bbs.co.bw** on or before **16:30 on Friday, 11 December 2026**.

The Technical and Financial Proposals must be prepared as separate documents and clearly labelled as follows:

- **TECHNICAL-BBS-MARKETING-002-2026**
- **FINANCIAL-BBS-MARKETING-002-2026**

Both documents must be submitted in the same email, with the subject line clearly indicating:

BBS BANK 2026 INTEGRATED ANNUAL REPORT TENDER – RFP 002-2026

Where proposal documents exceed the permissible email attachment size, bidders can share multiple numbered emails of their documents. We strictly do not accept any links. Bids should be emailed to; tenders@bbs.co.bw , with the email clearly indicating the full tender reference.

Important:

- Only electronic submissions sent to tenders@bbs.co.bw will be accepted.

- Physical submissions, including hand-delivered or couriered documents, will not be accepted.
- Submissions received after the stipulated closing date and time will not be considered.
- Bidders are responsible for ensuring that all submitted documents and shared links are accessible and complete.

15. INDIVIDUAL DISCUSSION

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

16. PRICING

16.1. The pricing for the services and or goods must be clear and not ambiguous.

16.2. BBS Bank 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 90 days

16.5. BBS Bank is by law required to deduct withholding tax from the bidders invoice where applicable.

16.6. Bidders pricing must not in anyway prohibit BBS Bank from deducting applicable taxes as the laws of Botswana dictate.

17. ASSUMPTIONS

17.1. BBS Bank has endeavored to provide sufficient guidance and details to inform the bidders' proposals. However, it may be necessary for Suppliers to make some assumptions. Where assumptions have been made these must be clearly highlighted and documented in the proposal. BBS Bank 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 document, BBS Bank 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 of these documents may result in disqualification of the bidder:

- **Company Profile** – The company profile must detail the company 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 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 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 Financials for the past 3 years** (Where applicable) (If not applicable, provide Financials prepared by an accountant) - The financial stability of the company must also be shown through the provision of the last three (3) years audited financials or other means acceptable to BBS Bank, on exception. Where the project is to be delivered with third party assistance, similar information of 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. BBS Bank is looking to produce an integrated annual report which will allow the bank to address non-financial elements that affect their long-term business value. The report will communicate its strategy, governance, performance – both financial and non-financial – and outlook to showcase how it is creating, financial, social, environmental, and commercial value for its stakeholders.

The framework of the BBS Bank integrated report will lay down 7 guiding principles and 8 content elements that govern the overall report.

19.1.1. Elements of an integrated report

Item	*Explanation*
1. Organizational overview and external environment	**What does BBS Bank do and what are the circumstances under which it operates?** This section includes stating the bank's culture, ethics, values, and position in the value chain. Certain other quantitative key information is also to be disclosed such as the number of employees, revenue, and any significant changes that occurred in the company's external environment.
2. Governance	**How does the bank's governance structure support its ability to create value in the short, medium, and long term?** In this section, the company details its leadership structure, specific processes that it may have implemented, the relationships it holds with its stakeholders, and its governance policies.
3. Business model	**What is the bank's business model?** This part of the report explains the business model of the bank in depth — including its inputs, activities, outputs, and outcomes. Its inputs are the material resources that the company utilizes to create value in the short, medium, and long term. The business activities of the bank include all the initiatives that it undertakes to differentiate itself, generate revenue, innovate and adapt. The output is the products and services produced by the bank.
4. Risks and opportunities	**What are the specific risks and opportunities that affect the bank's ability to create value over the short, medium, and long term, and how is the bank dealing with them?** The risks and the opportunities that affect BBS Bank can be internal or external or a mix of both. Further, the bank can also state the risk mitigation measures it has employed and the value creation plan it has in place to utilize the available opportunities.
5. Strategy and resource allocation	**Where does the bank want to go and how does it intend to get there?** This content element entails the bank's short, medium, and long-term strategies, existing strategies, resource allocation plan, and the method it will use to measure its overall performance. It can also include details

	about how all its activities are linked together and point out factors that differentiate it from its competitors.
6. Performance	**To what extent has the bank achieved its strategic objectives for the period and what are its outcomes in terms of effects on the capital?** The bank will demonstrate its progress with the use of quantitative and qualitative information. BBS Bank can also highlight its key performance indicators that combine their financial measures with non-financial measures to illustrate the connectivity between the 6 capitals. Further, if any change in regulation has had a significant impact on the bank, it should be reported here.
7. Outlook	**What challenges and uncertainties is the bank likely to encounter in pursuing its strategy, and what are the potential implications for its business model and future performance?** In this section, the bank lays down anticipated changes in the company's external environment and the manner in which the company plans to address the change. It also lays down the reasons for predicting the said changes while ensuring a realistic evaluation of its competitive landscape, market positioning, and risks.
8. Basis of presentation	**How does BBS Bank determine what matters to include in the integrated report and how are such matters quantified or evaluated?** The report also includes a summary of the bank's materiality determination process, a description of its reporting boundary, and the frameworks and methods used to quantify material information.
Board Chairman and Managing Director's Statements	Information from the above will provide guidance on content for the statements
Tone and style of writing for the Annual Report	All the drafts will be re-written to ensure that there is consistency in terms of style and content
ESG Section	ESG Section.

19.1.2. Annual Report Proposed Theme

The theme for the 2026 Integrated Report is **"Heading to Prosperity."**

In 2026, the fourth year of its Pilediwa Strategy, the Bank continued with completion of laying the foundations of a fully-fledged commercial bank. Despite a demanding economic environment and a second year of losses, the bank kept building: new products and services, upgraded systems, a reshaped balance sheet, loyal shareholders and customers, and a committed team. With this foundation in place, the bank is moving with focus towards growth and lasting value for its shareholders and customers.

This is a theme intended to tell shareholders and the market, in simple words, that while the bank may not yet be where they want it to be, it is making real progress, it knows where it is going, and it will get there. It continues our brand promise of "nurturing wealth for a prosperous tomorrow", and it gives hope without overpromising.

19.1.3. Additional Information

- BBS Bank will provide the photographs of Board Members, Management and for some of sections of the report such as stakeholder engagements, human resources, and corporate social responsibility.
- Samples of previous Annual Reports or Reviews done.
- A full set of mock ups to be boarded and included in the tender document to be submitted. Mock ups must show at least the cover, index and two internal page lay outs.
- There is no limit to the number of different mock sets that can be submitted but they should be complete sets.

19.1.4. SPECIAL REQUESTS

- **PROVIDE BOTH DESIGN AND PRINT COSTS. QUOTATIONS MUST BE PROVIDED AS SEPARATE DOCUMENTS, AS PART OF THE FINANCIAL PROPOSAL.**
- **PRINT SHOULD BE FOR 500 COPIES OF THE ANNUAL REPORT.**

19.2. Project Team

The respondent must include full details of the proposed project team, description of role of each member, and 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 escalation process and reporting lines within the project team structure must also be clearly indicated.

19.3. Company's Experience in similar projects:

The bidder must clearly articulate the projects they have undertaken in the past, similar to the BBS project.

19.4. Warrantees and Guarantees

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

19.5. The Services

The Supplier shall provide the services to BBS Bank in accordance with the terms and conditions of the Contract Agreement and the Service Level Agreement entered into between the bidder and BBS Bank.

19.6. 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.

i) Your Understanding of the Brief, including the key questions that must be addressed for successful completion.

j) 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.

c) Please 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 assessing the proposals:

a) **Technical Evaluation – 70%**

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

1. Methodology: The Tenderer is required to describe its understanding of BBS Bank'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 delivery of the project and other relevant governance parameters. The assumptions, dependencies and constraints should be clearly 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 clearly indicated with a clear motivation for same, as well as a separate pricing.

1.1. 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.

1.2. 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.

2. References/Track Record (Bidders must provide written references for similar work done not more than 5 years ago)
3. Competencies of Key Personnel
4. Detailed Functionality of products/equipment (Manufacturers Product information)
5. Warrantees and Guarantees
6. Lead time

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 pieced 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 clearly indicated in all pricing schedules where applicable. BBS 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 from conforming to the applicable laws and regulations pertaining to the deducting of applicable taxes.

Prices shall remain valid for three (3) months 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.

21. CITIZEN EMPOWERMENT

BBS Bank is committed to empowering and uplifting Citizen Owned Companies and individuals. Where applicable, the Company may deliberately favour Citizen Owned Companies in an effort to empower citizen owned companies. Preference margins for citizen owned companies is set at 15% In order 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 that a similarly ranked foreign bidder, the price for the local bidder will be discounted by the preferential margin for the purposes of competing 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.

22. VALUE ADDITIONS

1.3. 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.

1.4. After the submission of all the RFP's by the due date, BBS Bank shall evaluate all the proposals submitted in order to determine which service provider to engage. BBS Bank 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 with the lowest cost proposal.

23. ASSUMPTIONS

1.5. The Bank has endeavored 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 clearly highlighted and documented in the proposal. BBS Bank accepts no responsibility for assumptions made by the bidders.

24. ACCEPTANCE OF CONDITIONS OF RESPONSE

Please complete and return with 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. I further understand that the issuance of this RFP and subsequent receipt of the response to this RFP does not obligate BBS Bank to award the contract to any respondent(s).

Name (Print): _____

Signature: _____

Title: _____

Company: _____

Phone: _____

Date: _____

(To be signed and submitted with your proposal document)

25. FORM OF PROPOSAL

Dear Sir,

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 Bank.

Our proposal shall be valid for a period of (90) ninety days.

We certify that this is a bona fide proposal and that we have not communicated to any person other than BBS Bank Bank the margins and rates submitted, and that such costs have not

been fixed or adjusted by 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 in relation to this proposal or a proposal submitted or to be submitted by such third person.

We understand that BBS Bank Bank 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)

26. LEGAL CHECKLIST

Please note that the following represents only a brief summary of the key legal terms which the bank will require being 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

   Payment will fall due 30 days from the date of invoice.

2. Termination and Termination Consequences

2.1 The Agreement will automatically terminate in the event that the service supplied by the Supplier is not satisfactory.

2.2 BBS Bank may terminate without cause, giving one (1) month's notice.

2.3 On termination for whatever reason, the Supplier will use all reasonable endeavours to assist BBS Bank 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's internal and external auditors shall be granted access rights to the Supplier's premises in order to audit the premises of the Supplier of its obligations under the Agreement.

4. Confidentiality

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

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

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
- Supplier to indemnify and protect Bank's interest against loss or damage arising from the omission or commission of its servants while performing duties within the Bank premises.

27. OTHER TERMS & CONDITIONS

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

During the tendering process the Tenderer will be expected to visit or interact with BBS Bank so as 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.

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 Authorizations, Work streams, 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 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 and the successful Tenderer.

In the event that 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.

The laws of the Republic of Botswana shall apply.

APPENDICES – Include any additional information if applicable.